



**William Biddlecombe** Vice-Mayor    **Joe Dike** Councilmember    **Sam Artino** Councilmember    **Monty Tapp** Mayor    **Mark Claus** Councilmember    **Tom Harris** Councilmember    **Joel Hagy** Councilmember

**CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, May 12, 2026 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
  - III.a** Minutes of the March 24, 2026 regular Council meeting.
  - III.b** Minutes of the April 28, 2026 regular Council meeting.
- IV. Mayor's Proclamation**
  - IV.a** Mayor's Proclamation designating May 16-22 as National Safe Boating Week.
- V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- VI. Old Business**
- VII. New Business**
  - VII.a** Resolution No. 43-2026 (*submitted by Stuart Hamilton*)  
A resolution ratifying submission of an application to the Erie County Regional Planning Commission Metropolitan Planning Organization (ERPC MCO) Transportation Alternatives Project Grant relating to the Wall Street Trail Segment Project, and further authorizing the City Manager to accept said grant award and enter into an agreement with the ERPC MCO should the application be successful.
  - VII.b** Resolution No. 44-2026 (*submitted by Doug Steinwart*)  
A resolution authorizing an agreement with the Huron River Fest, Inc. for the 2026 Huron River Fest to be held on July 10-11, 2026.
  - VII.c** Resolution No. 45-2026 (*submitted by Chief Terry Graham*)  
A resolution authorizing an agreement with Axon Enterprises, Inc. for a 10-year term to consolidate existing Axon body-worn cameras, Axon cruiser cameras, Axon tasers, and related software and equipment, in the aggregate amount of \$550,896.49.
  - VII.d** Ordinance No. 2026-10 (*presented by Stuart Hamilton*)  
An ordinance to revise the Codified Ordinance by adopting current replacement pages.
  - VII.e** Ordinance No. 2026-11 (*submitted by Chief Terry Graham*)  
An ordinance amending Section 331.37(a) of Chapter 331 - of the Huron Codified Ordinances to allow for low-speed micromobility devices on sidewalks.
  - VII.f** Ordinance No. 2026-12 (*submitted by Stuart Hamilton*)

An ordinance authorizing the sale of real property owned by the City of Huron located at 531 Berlin Rd. (PPN: 42-01067.000) for the sales price of \$25,450.

**VIII. City Manager's Discussion**

**IX. Mayor's Discussion**

**X. For the Good of the Order**

**XI. Executive Session(s)**

**XII. Adjournment**



## MAYOR'S PROCLAMATION

For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

**WHEREAS**, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

**WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

**WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

**NOW THEREFORE**, I, Monty Tapp, on behalf of the City of Huron, do hereby support the goals of the Safe Boating Campaign and proclaim May 17-23, 2025 as National Safe Boating Week and the start of the year-round effort to promote safe boating. cognizing the Huron Rotary Club for 85 years of exceptional service to our community.

**IN WITNESS WHEREOF**, I have set my hand and affixed the Great Seal of the City of Huron, Ohio on this 12<sup>th</sup> day of May, 2026.

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Monty Tapp, Mayor



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 43-2026 (*submitted by Stuart Hamilton*)  
**DATE:** May 12, 2026

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### **Subject Matter/Background**

The Erie Regional Planning Commission Metropolitan Planning Organization (ERPC MCO) is actively involved in transportation planning and funding initiatives for Erie County. ERPC MCO is currently soliciting projects for their Transportation Alternative (TA) program funding, which will support projects through 2030. These projects include new pedestrian and bicycle facilities, public transportation improvements, and safe routes to school. The application process for these funding opportunities was open through April 30, 2026, and the ERPC MPO is responsible for implementing federal metropolitan transportation process for the region. The ERPC MPO is tasked with both short and long-range transportation planning for Erie County, the eastern portion of Ottawa County, and the City of Vermilion within Lorain County. They receive an annual allocation of federal funding for transportation projects located on the federal aid system across the ERPC MCO region.

Resolution No. 43-2026 requests ratification of the City's Application to the ERPC MPO TA grant program relating to the Huron Waterfront Parks - Wall Street Trail Segment Project. A copy of the application, as submitted, is attached to the legislation as Exhibit A. This project will provide an alternative route for bicycles and pedestrians to better connect residences and commercial properties to Lake Front Beach. This project is related to the Huron Waterfront Parks Plan completed in 2025. One of the primary goals of this study was to enhance public access and connectivity to Huron's three key lakefront parks. The Wall Street corridor was identified as a critical link between two of the three lakefront parks. The trail segment will be located on Main Street between Williams Street and Wall Street. The Wall Street segment will reduce the need for vehicular parking on the waterfront and will also provide a safe, designated pedestrian connection between Lake Front Park and the Showboat property. The application requests grant funding in the amount of \$247,425, which represents 50% of the projected project cost.

### **Financial Review**

The 2026 capital budget included \$533K for the Lake Erie Connector project, grant funding is vital in helping the City complete capital projects.

### **Legal Review**

The matter has been reviewed, follows normal legislative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 43-2026 is in order.

[Resolution No. 43-2026 ERPC MCO TA Grant Application Huron Waterfront Parks Wall Street Segment \\$247,425.docx](#)

[Exh A Huron Waterfront Parks- Wall Street ERPC MPO SFY 2026 Transportation Alternatives Application.pdf](#)

**RESOLUTION NO. 43-2026**

Introduced by Mark Claus

**A RESOLUTION RATIFYING THE CITY MANAGER’S SUBMISSION OF AN APPLICATION TO THE ERIE COUNTY REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (ERPC MPO) TRANSPORTATION ALTERNATIVES (TA) PROGRAM RELATING TO THE HURON WATERFRONT PARKS WALL STREET SEGMENT PROJECT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE AND XX/100 DOLLARS (\$247,425); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AND ENTER INTO AN AGREEMENT WITH THE ERPC MCO SHOULD THE APPLICATION BE SUCCESSFUL.**

WHEREAS, the City of Huron desires to seek grant funding from the ERPC MPO Transportation Alternatives (TA) project grant to partially subsidize construction of the Huron Waterfront Parks Wall Street Tail Segment Project (referred to as the “Project”); and

WHEREAS, the due date for submission of the application for financial assistance through the ERPC MCO Transportation Alternatives Program was April 30, 2026; therefore, it is necessary to ratify submission of this application;

WHEREAS, the Projects meets basic eligibility requirements for project funding as it has a direct relationship to transportation and to the MPO’s long range plans, such that they enhance a current or proposed transportation system; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the ERPC MPO; and

WHEREAS, the due date for submission of the application for financial assistance was due by April 30, 2026; therefore, it is necessary to ratify submission of this application;

WHEREAS, the City of Huron must direct and authorize the City Manager, Stuart Hamilton, to act as the Authorized Representative for the application and project if awarded ; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:**

**SECTION 1.** That the Council of the City of Huron ratifies the City Manager’s submission of a grant application through the Erie County Regional Planning Commission Metropolitan Planning Organization (ERPC MPO) Transportation Alternative (TA) project grant to become eligible for potential funding assistance toward the construction of the Huron Waterfront Parks Wall Street Tail Segment Project. A copy of the grant application materials is attached hereto as Exhibit “A”.

**SECTION 2.** That the City Manager is further authorized to sign any necessary documents related to said grant application, and has the authority both in applying and if the grant is awarded to sign off on any additional requirements.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this

Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

**SECTION 4.** That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

# ERPC MPO Preliminary Project Application Form

**Instructions:** Complete and submit the project application form with any attachments by 4:00 P.M. on **April 30th, 2026** to the Erie County Office of Regional Planning and Development located at the Erie County Service Center, 3rd Floor, 2900 Columbus Avenue, Sandusky, Ohio 44870. Application instructions are available on ERPC’s website and in the ERPC office. Staff can be reached by phone 419-627-7792, by fax 419-627-6670 or by e-mail at [Planning@ErieCounty.OH.Gov](mailto:Planning@ErieCounty.OH.Gov) to answer any questions. Additional sheets may be attached as needed. Basic eligibility for MPO project funding requires submitted projects to be compatible with the ERPC MPO Long Range Transportation Plan.

## Proposed Project Details

**1.) Sponsoring Agency:** \_\_\_\_\_  
 (If multiple project partners, specify lead agency and attach cooperation agreement)

**2.) Project Title:** \_\_\_\_\_

**3.) Contact Person (include phone, fax, and e-mail if available):** \_\_\_\_\_

**4.) Indicate State Fiscal Year, Amount, and Percentage of Costs Being Requested From MPO (PE phase includes all work completed up through environmental clearance):**

Project Phases	State Fiscal Year	MPO Funds Requested		Percent Split	Total Local Funds/ Other Funding	Percent Split
		Surface Transportation Block Grant (STBG)	Transportation Alternative (TA)			
Preliminary Engineering (PE)		\$	\$	%	\$	%
Right-of-Way (RW)		\$	\$	%	\$	%
Utilities		\$	\$	%	\$	%
Detailed Design (DD)		\$	\$	%	\$	%
Construction (CO)		\$	\$	%	\$	%
Construction Engineering (CE)		\$	\$	%	\$	%
<b>Total</b>		\$	\$	%	\$	%

**5.) Project Funding: Describe all sources of non-MPO funding for the proposed project.**

**6.) How does the project support the MPO's Long Range Transportation Plan (LRTP)?**

**7.) Other than the LRTP, is this project the result of or linked to a planning study or report?**

**8.) Provide the most recent Average Daily Traffic (ADT) counts for the proposed project. For bicycle/pedestrian projects provide number of non-motorized users if available.**

ADT \_\_\_\_\_

Number of Non-motorized users (bicycle/pedestrian projects) \_\_\_\_\_

Year Completed \_\_\_\_\_

Location: \_\_\_\_\_

**9.) Describe the proposed project, the problem that it is expected to resolve and any alternatives that may have been explored.**

**10.) Located in a High Crash Rate Area? (Yes/No) \_\_\_\_\_ If yes, please provide summary of crash data and how the proposed project incorporates safety solutions to address crash problem. For bicycle/pedestrian projects provide summary of bicycle/pedestrian crash data.**

**11.) Describe public involvement plan for the proposed project (level of public involvement to be commensurate with level of project complexity):**

**12.) Proposed Project Cost Information:** Provide a cost estimate certified by a professional engineer, architect or appropriate professional discipline for your proposed project.

**13.) What is the current status of the proposed project? (e.g. preliminary engineering, environmental complete, right-of-way plans, construction plans approved)**

**14.) Does the project impact any of the following? Check all that apply.**

Bicycle/Pedestrian Facilities \_\_\_\_\_ Congestion \_\_\_\_\_ Character of the Area \_\_\_\_\_

User Fees \_\_\_\_\_ Public Use \_\_\_\_\_ Environmental Justice Populations \_\_\_\_\_

ITS Components \_\_\_\_\_ Access Management \_\_\_\_\_ Local Economics \_\_\_\_\_

Tourism \_\_\_\_\_ Environmental Impacts \_\_\_\_\_ Historical Preservation/Impact \_\_\_\_\_

Multi-Modal Transportation \_\_\_\_\_ Aesthetic \_\_\_\_\_ Commercial/Industrial Areas \_\_\_\_\_

**If “yes” to any of the above, please describe impacts. Attach additional documentation if necessary:**

**15a.) Will this be your first MPO funded project? (“yes” or “no”) \_\_\_\_\_**  
(if “yes”, go to number 17)

**15b.) If “no”, indicate what percentage of MPO projects over the past three years that have been awarded on time. If a project did miss the award milestone date, please indicate reason for delay.**

**16.) Number of missed Quarterly Project Review Meetings in the last year: \_\_\_\_\_**

**17.) Please self-score the proposed project by using the attached project evaluation form.** This form must be completed and submitted with your application to be considered for funding. (Note—the MPO will review and may revise provided scores.)

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*Applications may be submitted by email to [planning@eriecounty.oh.gov](mailto:planning@eriecounty.oh.gov)  
(email size not to exceed 13MB) or one hard copy may be submitted in-person to the  
ERPC Office at 2900 Columbus Avenue, Sandusky, Ohio 44870.*

**Required items to be submitted with application include:**

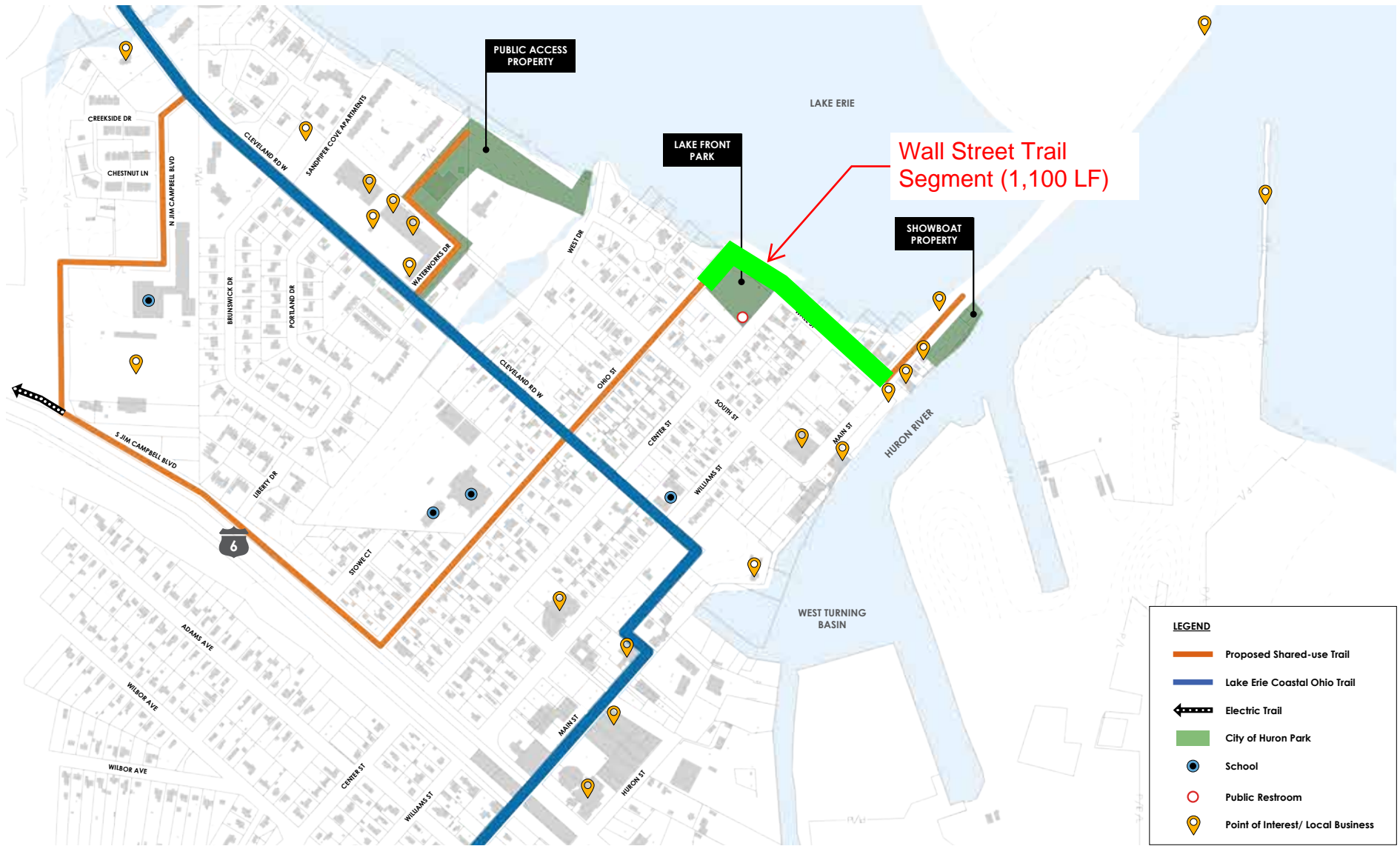
- Site map of the proposed project’s location
- Letter of support from the project sponsor’s governing body
- Project cost estimate certified by a State of Ohio Professional Engineer
- Self-scored project evaluation form
- Project priority listing if submitting more than one project application for MPO funding consideration
- Executed cooperation agreement if project involves multiple entities
- Project maintenance plan if Transportation Alternative application

# ERPC - TA Project Selection Scoring Sheet

#	Question	Answers	Points	Score	Max Points
1	Is the project included in an adopted local transportation or community plan, including Safe Routes to Schools?	Yes	3		3
		No	0		
2	Does the project improve active transportation systems by either creating new, upgrading, or replacing existing facilities?	New Sidewalk or Sidepath including bike lanes	10		10
		Over 75% increase in size of existing pedestrian and bicycle infrastructure or new facilities including public transit stops.	6		
		75% to 26% growth of existing pedestrian and bicycle facilities	4		
		Replacement of existing infrastructure to original standards	2		
3	Does the project have a positive impact in an Demographics Analysis Target Area (ex: low income, minority, etc., see maps)?	3+ Groups	4		4
		2 Groups	3		
		1 Group	2		
		No Groups	0		
4	Will the public be given a chance to provide input regarding the project (commensurate with level of project complexity)?	Yes	3		3
		No	0		
5	Has the project sponsor attended ODOT LPA Project Meetings in the last calendar year? (if first time applicant or sponsor had no projects then 'No Projects' should be selected).	Attended All	5		5
		Missed One	3		
		Missed 2 or More	-2		
		No Projects	5		
6	What percentage of MPO projects has the project sponsor completed on time over the last three calendar years? (if first time applicant or sponsor had no projects then 'No Projects' should be selected)	67%-100%	10		10
		34%-66%	5		
		1%-33%	1		
		No Projects	10		
7	Does the project involve other regional partners (MPO area jurisdictions, private groups, and/or other governmental agencies)?	Yes	5		5
		No	0		
8	What percentage of the costs is project sponsor requesting MPO funding for?	1%-25%	10		10
		26%-50%	7		
		51%-70%	4		
		71%-80%	1		
9	Does the project meet a 'transportation' need (benefits other than recreational)?	Yes	5		5
		No	0		
10	Is a maintenance plan identified for the project?	Yes	5		5
		No	0		
11	Does the project extend a planned pathway serving to create a regional trail network?	Yes	5		5
		No	0		
12	Does the project close existing gaps on existing municipal active transportation network, including new sidewalks, sidepaths or bike lanes?	Yes	5		5
		No	0		

13	Does the project connect to logical or jurisdictional termini?	Close the gap or jurisdictional boundary	5	5
		One connection not closing the gap	3	
		No	0	
14	Does the project serve a community trip generators adjacent the proposed facility: <i>Residences</i> <i>Schools (Including Universities)</i> <i>Businesses/Employers</i> <i>Stores</i> <i>Restaurants/Hotels</i> <i>Parks</i> <i>Libraries</i> <i>Medical Facilities</i>	Five or More	6	6
		Three to Four	4	
		One to Two	2	
		None	0	
		None	0	
		None	0	
		None	0	
15	Does the project address an existing safety issue for bicyclists and/or pedestrians (as documented in application)?	New or upgraded infrastructure design to address safety concerns	5	5
		Repair or replacements of dilapidated facilities to correct safety concerns	3	
		Replacement or upgraded to similar standards	0	
16	Project serves to protect and enhance the historical or regional significance of properties with frontage along the project location.	Yes	3	3
		No	0	
17	Project promotes planned development patterns based on revitalization and reinvestment land uses.	Yes	3	3
		No	0	
18	Does this project have a positive impact on the environmental protections of the site?	Yes	5	5
		No	0	
19	Does the project design enhances the visual aesthetic of the site area through aesthetically pleasing design?	Yes	3	3
		No	0	

**Total: /100**



Wall Street Trail Segment (1,100 LF)

**LEGEND**

- Proposed Shared-use Trail
- Lake Erie Coastal Ohio Trail
- - - Electric Trail
- City of Huron Park
- School
- Public Restroom
- 📍 Point of Interest/ Local Business

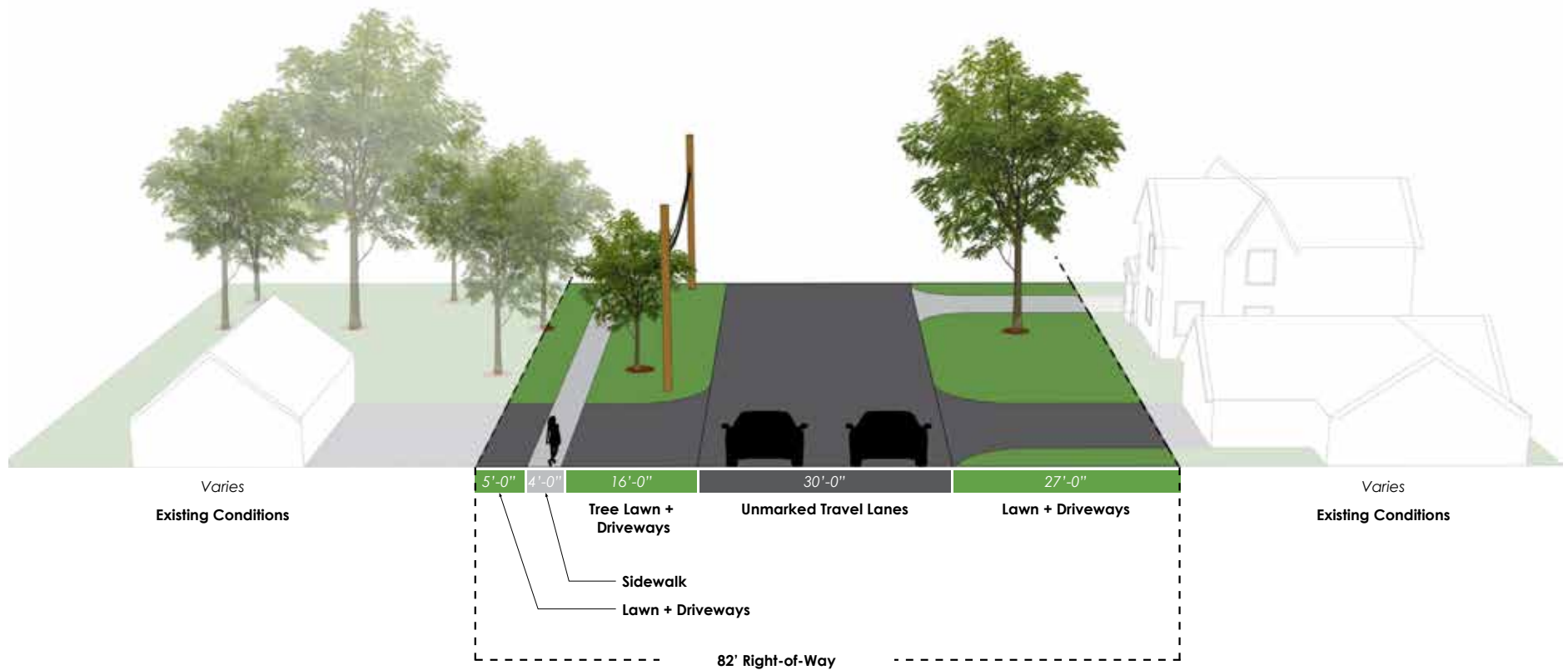
## WALL STREET

Wall Street is the most direct connection between Main Street, Showboat Property, and Lake Front Park. The public right-of-way is wide enough that a ten-foot shared-use trail can be installed without impacting the existing travel lanes. The path would be on the northern edge, closest to the lakefront.

### EXISTING



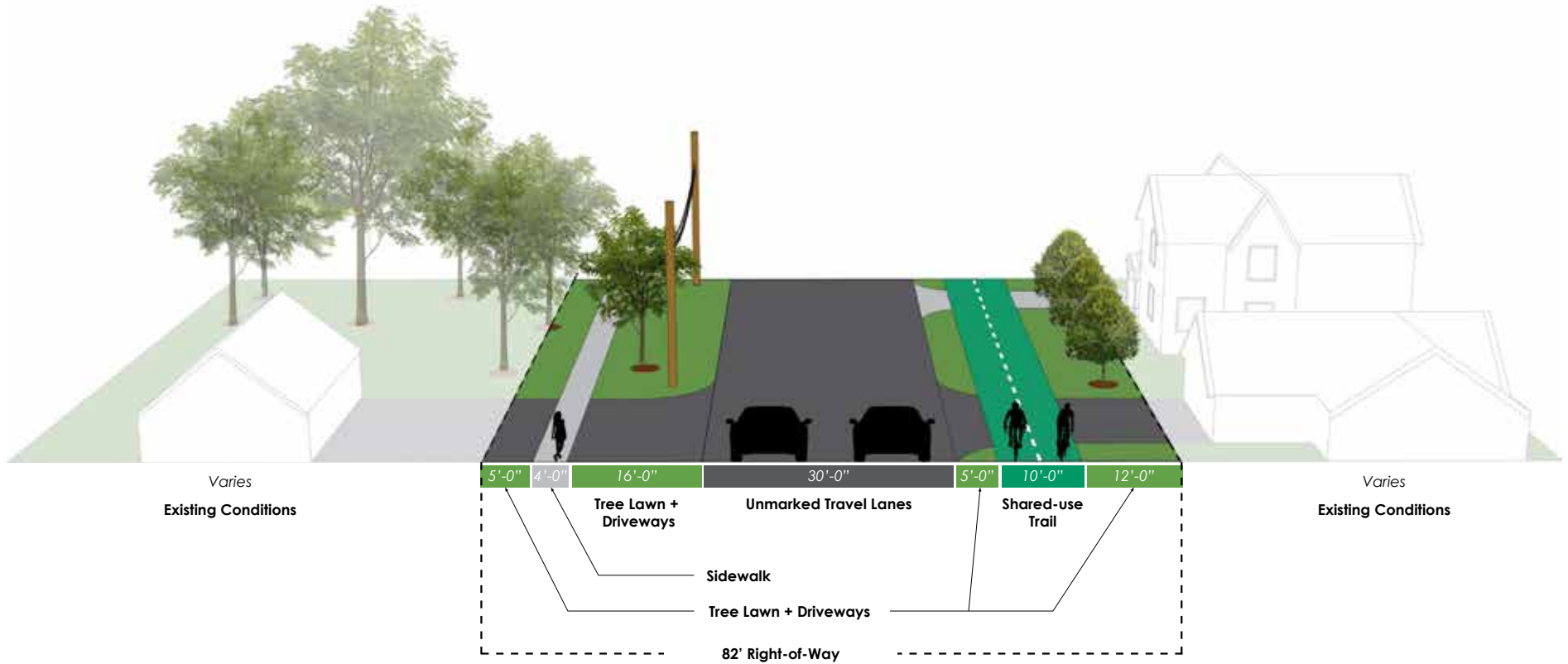
Location Map



# PROPOSED



Location Map



Thursday, April 30, 2026

No.	Description	Qty.	Unit	Unit Cost	Total	Notes
<b>SHARED-USE TRAIL (Main St. to Park St.)</b>						
1	Driveway Removal	225	SY	\$ 35	\$ 7,875	
2	Sidewalk Removal	335	SY	\$ 15	\$ 5,025	
3	Concrete Bench Pad Removal	7	EACH	\$ 250	\$ 1,750	
4	Removal Misc.	1,100	LF	\$ 5	\$ 5,500	
5	Utility Pole Relocation	2	EACH	\$ 7,500	\$ 15,000	
6	Earthwork	1,100	LF	\$ 28	\$ 30,800	
7	Stormwater Drainage	1,100	LF	\$ 15	\$ 16,500	Includes basins, piping, and rip rap.
8	Trail Underdrain	1,250	LF	\$ 22	\$ 27,500	
9	Stormwater Pollution Prevention Measures	1,100	LF	\$ 4	\$ 4,400	
10	Aggregate Base	325	CY	\$ 90	\$ 29,250	
11	1.5" Asphalt Surface Course	60	CY	\$ 400	\$ 24,000	
12	2.5" Asphalt Intermediate Course	100	CY	\$ 325	\$ 32,500	
13	Tack Coat	110	GAL	\$ 6	\$ 660	.08 Gal / SY
14	Subgrade Compaction	1,500	SY	\$ 3	\$ 4,500	
15	Proof Rolling	2	HOURS	\$ 450	\$ 900	
16	Concrete Driveways	225	SY	\$ 120	\$ 27,000	
17	Concrete Curb Ramp	1	EACH	\$ 3,500	\$ 3,500	10' wide x 6' concrete curb ramp with truncated dome panels
18	4" Concrete Walk	1,500	SF	\$ 10	\$ 15,000	Connectors to existing walks
19	Topsoil Stripping	415	CY	\$ 35	\$ 14,525	Assumes 25' wide swath, 6" existing topsoil depth. Excess topsoil to be hauled off site and legally dispose of
20	Placing Stockpiled Topsoil	335	CY	\$ 25	\$ 8,375	Assumes 8' average swath on both sides of trail, 6" depth.
21	Seeding and Mulching	2,000	SY	\$ 3	\$ 6,000	
22	Deciduous Tree Plantings	12	EACH	\$ 650	\$ 7,800	
23	Planting Misc.	1,100	LF	\$ 5	\$ 5,500	
24	Signage Misc.	1,100	LF	\$ 5	\$ 5,500	Includes roadway, and trail signage
25	Repair Disturbed Lawn Areas	1,140	LF	\$ 3	\$ 3,420	

**Subtotal: \$ 302,780**

1.5% Maintenance of Traffic: \$ 4,550

1.0% Construction Layout and Staking: \$ 3,030

12% Mobilization: \$ 36,340

20% Contingency: \$ 60,560

**Construction Total: \$ 407,260**

1% Geotechnical Engineering: \$ 4,080

2.5% Topographic Survey: \$ 10,190

10% Design Engineering: \$ 40,730

8% Construction Engineering \$ 32,590

**Project Total: \$ 494,850**



*Joshua J. Slaga*

## memorandum

**Date:** April 28, 2026

**Re:** Trail Maintenance Guidelines

Proper maintenance is essential to the long-term success of a trail. A trail facility that is consistently maintained has a lower cost over time than one that needs major rehabilitation work from a lack of consistent maintenance. Without consistent maintenance, trails can quickly fall into disrepair, making the trail unpleasant and even dangerous for users.

The primary reason to maintain a trail is to ensure the safety of trail users. Good maintenance practices also:

- Prolong the useful life of the trail
- Promote positive relationships with adjacent landowners
- Reduce potential legal liability when an accident occurs on the trail
- Help avoid costly repairs
- Create a sense of stewardship and pride in the community

Planning for maintenance should begin as early as possible in the trail development process. Determine who will be responsible for maintenance, how maintenance will be performed, anticipated maintenance costs and possible funding sources of maintenance before the trail is built as these will be crucial to the long-term sustainability of the trail.

Elements of a successful trail maintenance program:

1. Trail Inventory
  - a. To help manage maintenance, start by creating an inventory of the physical assets of the trail, including the features along the trail including signage, seating, trash cans, fitness stations, restrooms and trailhead features. This database or list should be kept updated.
2. Inspections Checklist (see Figure 1)
  - a. Generally, trails should be inspected at least two times per year and after severe storms, regardless of the trail surface material. Additional review may be needed if there is significant disturbance or change in usage.
3. Maintenance Priorities
  - a. Define maintenance priorities i.e. high, medium and low priority tasks. Any activities necessary to keep trail users safe on the trail should be prioritized. Priorities don't need to be fixed and can be reassessed over time.
4. Maintenance Schedule (See Figure 2)
  - a. A trail maintenance schedule should include the following:
    - i. List of tasks
    - ii. Frequency of tasks
    - iii. Cost per application
    - iv. Annual costs
    - v. Responsible party
    - vi. An instruction sheet or manual detailing just how to carry out these tasks might be helpful to have.



5. User Reporting
  - a. Figure out a mechanism that allows for trail users to report any observed defects or hazards on the trail. This can range from having contacts for the trail manager at trailheads, to a mobile app which allows them to submit requests directly to the party responsible. For some municipally-owned trails, residents can use the city's existing 311 (non-emergency) service to request trail maintenance. Mile markers are useful as they can help users pinpoint where the hazards are along the trail. Keep track of these requests and follow up with the user to maintain goodwill with the community.
6. Budgeting
  - a. The costs of maintaining the trail should be factored into the long-term costs of trail management
7. Maintenance Plan
  - a. All intended maintenance elements should be written down in a maintenance plan. Not only does the plan act as a reference – detailing maintenance tasks, activities, priorities, costs, funding sources, roles and responsibilities – it can also help protect against liability by showing that the trail management is not negligent about maintenance.
  - b. OHM Advisors recommends adherence to maintenance standards outlined in Ohio Department of Transportation's Multimodal Design Guide, section 12 – Maintaining Pedestrian and Bicycling Facilities, published January 2026 (see attached pages at end of memo).

## References

Helmandollar-Powell, M., Johnson, S., Villanueva, G., Wood, K., May, J., & Gabor, M. (2025). *Trail Maintenance and Construction Notebook*. Washington D.C.: U.S. Department of Agriculture.

Ohio Department of Transportation. (2026, 04 28). *Multimodal Design Guide*. Retrieved from ODOT Manuals & Design Standards : <https://www.transportation.ohio.gov/working/engineering/roadway/manuals-standards/multimodal>

Rails to Trails Conservancy. (2026, 04 28). *Rails to Trails Conservancy*. Retrieved from Maintenance Basics: <https://www.railstotrails.org/trail-building-toolbox/maintenance-basics/>

*Note: The majority of the content of this memorandum was sourced from Rails to Trails Conservancy's Trail Building Toolbox – Maintenance Basics.*

**FIGURE 1**

Trail Name: \_\_\_\_\_  
 Trail Segment: \_\_\_\_\_  
 Inspection Date: \_\_\_\_\_  
 Inspector Name: \_\_\_\_\_

**PAVED TRAIL INSPECTION TEMPLATE**

Follow-up Performed By: \_\_\_\_\_  
 Follow-up Date: \_\_\_\_\_

Inspection Items:	✓ if "Yes"	Inspection Comment/Location	✓ if Maintenance is Complete	Follow Up Comments	Photos Taken During Inspection: Y/N
<b>1 Pavement condition</b> a. Are there cracks, surface pitting, potholes, heaves or other deficiencies in the trail surface condition?					
<b>2 Pavement markings</b> a. Are pavement markings fading or chipping?					
<b>3 Overhead tree/brush trimming</b> a. Is there less than 10-feet of vertical clearance across the trail and clear zones? b. Do the trail clear zones need to be cleared of woody vegetation?					
<b>4 Intersection sight lines (road, driveway, other trail, sidewalk)</b> a. Does vegetation within the trail corridor need to be cleared to maintain sightlines from/to trail?					
<b>5 Rain gardens</b> a. Is there standing water more than 48 hours after a rain event? b. Are there weeds/volunteer plants growing in the rain garden? c. Is sediment accumulating anywhere in the rain garden? d. Do any rain garden plants need to be replaced? e. Is more mulch needed? f. Is there erosion or gullyng? g. Is there trash or debris in the rain garden?					
<b>6 Erosion evidence/damage</b> a. Is there any erosion damage to the trail or shoulders?					
<b>7 Drainage structures &amp; culverts</b> a. Are any culverts clogged with debris? b. Are any catch basins clogged or blocked? (trailhead parking lots) c. Is there any erosion near culverts?					
<b>8 Ditch clearing</b> a. Is there debris in the ditches? (trash, branches, sediment, etc.) b. Is there standing water in the ditches? c. Do ditches need mowing?					

**FIGURE 1**

Inspection Items:	✓ if "Yes"	Inspection Comment/Location	✓ if Maintenance is Complete	Follow Up Comments	Photos Taken During Inspection: Y/N
<b>9</b> <b>Bridges/tunnel/boardwalk (Non-structural inspection)</b>					
a. Is there any graffiti that needs to be cleaned?					
b. Are the railings bent, broken or in disrepair?					
c. Is the decking in disrepair? (nail heads sticking up, cracks, etc.)					
d. Is the paint or surface treatment chipping or cracking?					
e. Is there any spalling?					
f. Is there sediment accumulation on the trail?					
g. Are the light fixtures in good shape?					
h. Is there any visual sign of damage to the substructure?					
<b>10</b> <b>Railroad crossings (Non-structural inspection)</b>					
a. Is the crossing in disrepair? (not flush with trail, large gaps, etc.)					
b. Is trail signage at the railroad crossing blocked by vegetation or other obstructions?					
<b>11</b> <b>Trail amenities</b>					
a. Are any bike racks, trash receptacles, kiosks, picnic tables or benches broken or in disrepair?					
b. Is there any sign of vandalism?					
c. Do the concrete pads around amenities need repair?					
<b>12</b> <b>Pet stations</b>					
a. Do the pet station bags need to be re-filled?					
<b>13</b> <b>Restrooms (portable toilets)</b>					
a. Does the toilet need to be serviced?					
b. Has the toilet been vandalized or is it in disrepair?					
c. Is the concrete pad significantly cracked and does it require repair?					
<b>14</b> <b>Signage</b>					
a. Are any trail signs blocked by vegetation for other obstructions?					
b. Is there any physical damage to trail signs?					
c. Are connecting bolts and anchorages intact?					
<b>15</b> <b>Fences (chain link, wood)</b>					
a. Are there any holes or gaps in the fence fabric?					
b. Are there any loose, bent or broken fence posts?					
c. Are there any loose connections between the fence and posts?					
<b>16</b> <b>Sediment/debris on trail</b>					
a. Is there any sediment on the trail?					
b. Is there any debris on the trail (storm, trash, etc.)					
<b>17</b> <b>Lighting</b>					
a. Does the fixture need to be replaced or repaired?					
b. Does the light hardware need to be repaired? (pole, mast, etc.)					





# 12 - Maintaining Pedestrian and Bicycling Facilities

**Published:** January 16, 2026

## **Contents**

- 12.1 General
- 12.2 Management Approaches
- 12.3 Types of Maintenance
- 12.4 Winter Maintenance
- 12.5 Additional Resources

## **12.1 General**

This chapter describes approaches to maintaining safe, comfortable, and accessible walkways and bikeways year-round through routine asset management and seasonal maintenance. Communities generally maintain on-street bikeways as part of routine street maintenance. However, sidewalks, separated bike lanes, and shared use paths require dedicated maintenance activities and, in some cases, equipment.

## **12.2 Management Approaches**

Non-winter maintenance is broadly placed into two categories: infrastructure repair and year-round maintenance. Both types of maintenance should be supported by a robust inspection and compliance program. The Roadway Infrastructure Maintenance Responsibility Manual (RIMR) establishes all roadway infrastructure maintenance responsibilities throughout the state. In addition, WBO's Maintenance Overview

specifically summarizes the maintenance responsibility and activities for pedestrian and bicycle facilities as well as local and national sidewalk maintenance case studies. In addition, the report summarizes maintenance funding opportunities available to local governments.

### **12.2.1 Inspections/Rating system**

Routine inspections and rating systems track pavement conditions of shared use paths, separated bike lanes, and sidewalks. The goal of a rating system is to build a program of surface maintenance which extends facility life, delaying expensive reconstruction projects and thereby saving money over the long run. No matter the surface of the facility (asphalt, concrete, gravel), these types of inspections should be completed on an annual or biennial basis for shared use paths and separated bike lanes, and every three to 10 years for sidewalks.

Inspection programs for sidewalks are described in detail in Chapter 4 of the Federal Highway Administration's (FHWA) Guide for Maintaining Pedestrian Facilities for Enhanced Safety.<sup>1</sup> This includes inspection criteria, ADA requirements, and types of inspection programs. Inspection and maintenance should be coordinated with ODOT's Transportation Asset Management Plan.

## **12.3 Types of Maintenance**

Year-round maintenance activities include pavement marking and sign repair, pavement preservation, vegetation management, and sweeping.

### **12.3.1 Signal, Signing, and Pavement Markings**

Signing and pavement markings on and along pedestrian and bicycle facilities should be maintained to be clear and legible allowing these facilities to function safely and comfortably. Similarly, traffic signals on and along pedestrian and bicycle facilities shall be inspected a minimum of one time annually to ensure reliable function and identify signals and equipment to be replaced before failure. TEM Section 260, 360, and 460 provide inspection and maintenance guidance for signing, pavement markings, and signals respectively for roadways, which can also be applied to separated bike lanes and shared use paths. Facilities should be inspected per this guidance and repaired or replaced when necessary.

### **12.3.2 Street Buffer Treatments and Sidewalk Buffer Amenities**

Vertical objects placed within a separated bicycle lane street buffer may be struck by motor vehicles and require regular replacement. Maintenance and operation crews should plan on replacing vertical objects placed in the buffer zone, refreshing pavement markings, and trimming any adjacent vegetation on a regular basis. If vertical objects are struck with significant regularity, adjustments to the design should be considered.

Other elements along walkways and bikeways that are provided to address pedestrian and bicyclist safety and comfort, such as lighting, benches, trash receptacles, etc., should also be inspected on a regular basis to ensure they are in good working condition, and when appropriate these elements should be repaired and/or replaced. Small plaques may be affixed to these elements, or signs added at trailheads, providing a method for the public to report damaged amenities.

### 12.3.3 Asphalt Paths and Separated Bike Lanes

Asphalt is the most common surface type for shared use paths and separated bike lanes. As discussed in Section 5.3.9, shared use paths are typically designed to accommodate less loading than a roadway; however, as pavement section thickness decreases, the susceptibility to cracking, settlement, and root uplift typically increases. In northern climates like Ohio, these facilities should be built with a minimum of 4.5 inches of Asphalt Concrete on 6 inches of aggregate base. Eventually all bicycle facilities must be reconstructed, but with proper maintenance techniques, it can be delayed up to 40 years. To extend the life of the pavement and maintain a smooth rideable surface, a regular maintenance schedule such as the one shown in Figure 12-1 should be adopted. Table 12-1 illustrates the relative costs of maintaining asphalt bicycling facilities.

Figure 12-1: Example shared use path maintenance schedule for a 38-year design life

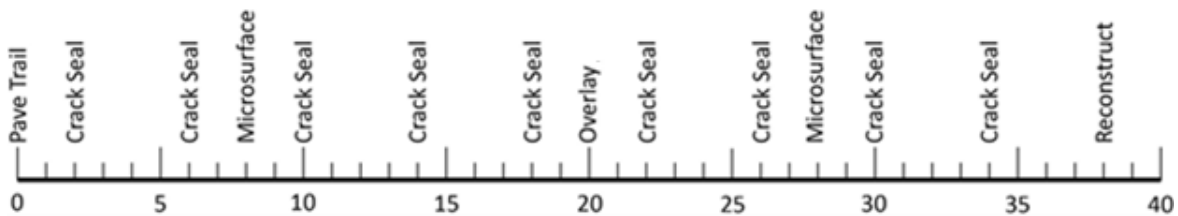


Table 12-1: Construction costs for typical asphalt pavement surfaces

Activity	Relative Cost/Mile
Maintenance: Crack Sealing	\$
Maintenance: Microsurfacing	\$\$
Maintenance: Asphalt Overlay	\$\$
Reconstruction	\$\$\$

Relative costs: \$ = Thousands, \$\$ = Tens of Thousands, \$\$\$ = Hundreds of Thousands

## Crack sealing

Crack sealing extends the life of asphalt by diverting water from seeping through cracks that leads to erosion of the base layer of the pavement. The process of crack sealing includes blowing out debris with compressed air, heating the crack face with a lance, and then filling it with sealant. Sealants should be rubberized to seal the crack while staying flexible with the pavement's movement. Crack sealing should be applied within the first five years of pavement construction to achieve the maximum benefit, and then reapplied as needed thereafter. A layer of paper placed on top of crack sealing allows wheeled and foot traffic to continue after its application.

### **Figure 12-3: Reserved for Future Use**

## Microsurfacing

Microsurfacing is a thin (1/4 – 3/8 inches thick) surface coat of cold applied paving mixture composed of polymer-modified asphalt emulsion, 100 percent crushed aggregate, mineral filler, water, and other additives. Microsurfacing is used to retard raveling and oxidation, fill ruts, reduce the intrusion of water, improve surface friction, and remove minor surface irregularities.

### **Figure 12-4: A shared use path with fresh microsurfacing.**

**(Photo credit: Three Rivers Park District)**



## Asphalt overlay

In instances where the pavement base materials are still intact and undamaged, asphalt can be overlaid on top of the existing asphalt. If existing asphalt is damaged on the surface but intact farther down, the top layer may be milled down (or scarified) before a new layer of asphalt is placed. The purpose of milling is to provide a stable asphalt base so that existing cracks do not reappear through the new layer. Besides reconstruction, asphalt overlays are the most expensive type of surface maintenance. However, it is still an

effective way to extend the life of a shared use paths and separated bike lanes in the same way it's used for roadway maintenance, since all of the existing material does not have to be removed or recycled, and a new base layer of aggregate does not have to be laid.

**Figure 12-5: An asphalt overlay on top of an existing asphalt path, which previously had a deteriorated**



## Reconstruction

Shared use path and separated bike lane reconstruction is the process of entirely removing and/or recycling an existing pavement that has deteriorated to the point where it can no longer be maintained

## Spot Repairs

If vertical surface discontinuities develop in the pavement, the pavement should be repaired appropriate to provide a smooth walking and biking surface:

- If they are less than 0.5 inches in depth, the surface may be beveled with a slope not steeper than 50 percent. The bevel shall be applied across the entire vertical surface.
- If they are more than 0.5 inches in depth, they may cause a ripping hazard and should be reconstructed to smooth out the surface.

### 12.3.4 Concrete Paths

Where concrete is used for shared use paths, FHWA's Guide for Maintaining Pedestrian Facilities for Enhanced Safety<sup>2</sup> provides a comprehensive discussion for maintenance. The guide includes information on surfacing issues, grades, cross slopes, curb ramps, concrete patching, wedging, grinding, horizontal cutting, slab-jacking, and panel replacement.

### **12.3.5 Vegetation Management**

Maintenance of vegetation next to sidewalks, shared use paths, and separated bike lanes is necessary both above and below ground to ensure the functionality and long-term condition of these paths are maintained.

#### **Above ground mowing and pruning**

Routine trimming, mowing, and pruning of vegetation contributes to the aesthetics and user safety. These activities should be performed on a regular basis to keep sight lines clear and the areas free from obstructions. Agencies should also be prepared to respond to specific complaints of low-hanging branches or downed trees as needed. When performing maintenance activities, the area should generally be cleared for 2 ft. on each side, as well as a height of 10 ft. clearance. Trees that are diseased can affect the safety of facility users—if they fall they may interfere with sight distances, clearance, or lighting. If they have the potential to fall on a walkway or bikeway, they should be removed. If they don't, they should remain undisturbed to preserve natural aesthetics and habitat for wildlife.

#### **Below ground roots**

Below ground tree and shrub roots may affect the pavement surface due to their proximity or size. In the case of asphalt pavement, roots can cause the surface to raise-up and create abrupt bumps and ripples that affect ADA compliance for pedestrians, serve as tripping hazards, and can create severe rideability issues for wheeled users. A root barrier can be used to help prevent root uplift, which can be installed as part of the original installation or as part of pavement spot repairs. A certified arborist should be consulted regarding tree proximity and health before root barriers are installed. Walkways and bikeways can also be routed around vegetation, or trees and shrubs may be removed during the design or maintenance process.

When root uplift does occur, sidewalks are often ground down at the root uplift to remove the surface discontinuity, but asphalt pavement typically needs to be milled and may require reconstruction to correct root uplift issues. Where the installation of root barriers is not desired due to tree health or proximity, another typical treatment for asphalt areas with root uplift damage is to replace the damaged area with pervious pavement surfaces such as rubberized pavement or pervious asphalt. The pervious surfaces will allow stormwater to reach the tree roots and reduce the damaging uplift; however, these areas will still require regular maintenance to correct surface deformations that are likely to continue.

### **12.3.6 Sweeping**

Routine sweeping of walkways and bikeways is necessary in areas with overhanging trees and shrubs to remove leaves which may obscure potholes and other surface irregularities and which when wet or froze become slick and become dangerous to bicyclist ability to stop or control their direction of travel. Where walkways or bikeways intersect with gravel roads or driveways, these locations should be regularly swept to keep the pedestrian and bicycle path free of gravel. Paved approaches or aprons should be provided to

reduce gravel spread and overall maintenance needs where these conditions are present. Bikeways should also be swept immediately following a large storm events and where sand is spread for traction in winter and where facilities meet roads where sand is spread.

Large-scale sweeping efforts are most effective with special sweeping equipment, such as broom attachments for utility vehicles. Broom attachments can also be used for snow during winter maintenance. Sweeping on walkways and bikeways is typically handled by local agency maintenance staff, while sidewalk sweeping is usually carried out by adjacent property owners. Special service districts (or business improvement districts) will sometimes include sweeping services, and coordination with these districts should occur to find local opportunities to maintain specific facilities in their district.

## 12.4 Winter Maintenance

Winter maintenance activities include before, during, after winter precipitation techniques, equipment, design, and transit stops. Districts and local jurisdictions should develop a snow maintenance plan for the bicycle network to help prioritize which corridors are of higher importance to clear first, for example main routes to transit, work centers, or major destinations. As new bikeways are added to the network, the maintenance plan should be updated to account for the new facilities. The snow maintenance plan should also identify the equipment needed to maintain each bikeway so that the equipment deployment is understood and organized as part of the regular equipment deployment

### 12.4.1 Schedule

Like for motorists, the safest walking and bicycling surface for pedestrians and bicyclists is bare pavement. Achieving bare pavement may require action before, during, and after winter precipitation.

- **Before:** Pre-treating paths, walkways, or bikeways with salt brine or ice bite will lower the temperature at which liquid freezes, often keeping pavement surfaces wet and reducing the formation of ice.
- **During:** Clearing accumulated precipitation often prevents footsteps and bicycle tires from packing snow onto surfaces.
- **After:** Clearing snow and ice with equipment and spreading material (e.g., sand and salt) speeds melting and improves traction.

Liquid anti-icing mixtures such as salt brine and the beet-based ice bite are often used to pre-treat walkways and bikeways before a winter storm. Pre-treating or anti-icing offers many benefits over de-icing (i.e., applying salt after a snow storm), including faster salt activation and quicker melting, lower melting temperature, better salt penetration, and reduced salt loss due to a lower “bounce and scatter” rate, which saves money and reduces environmental impacts by using less material. Applying too much salt as a winter

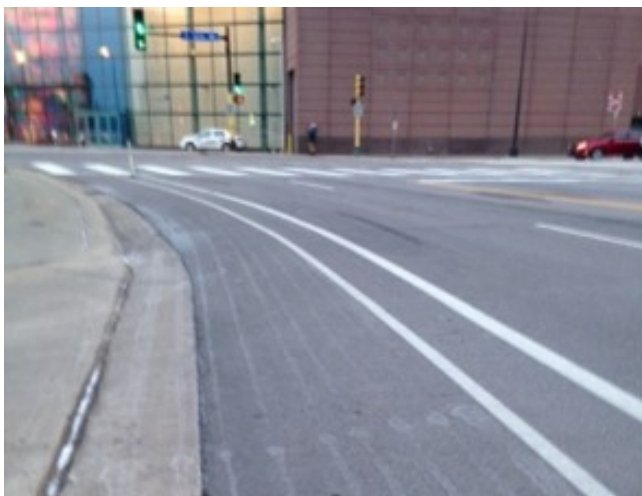
treatment can be harmful to the local ecosystem as it eventually ends up in our lakes, rivers, streams, and wetlands. High levels of salt in waterways pollutes water supplies and is harmful to fish and other aquatic life. Once salt is in our waterways, it does not break down.

**Figure 12-6: Sweeping leaves off a shared use path.**

(Source: City of Brooklyn Center, MN)



**Figure 12-7: Anti-icing spray after it has been applied to a buffered bike lane**



Timing of snow and ice removal efforts is also an important consideration. Sometimes winter precipitation begins with rain, and with a subsequent drop in temperature, ends with ice and/or snow. Cold air often follows winter precipitation, freezing liquid into ice on a walkway or bikeway. To achieve bare pavement in these scenarios, keep the following in mind:

- If rain falls before ice or snow, spreading salt is ill-advised because rain will wash it away. Rain can also push salt into storm sewers and bodies of water, causing unnecessary harm to the water supply.
- If rain and snow has turned to slush, remove the combination from walkways and bikeways before the temperature falls very far below freezing. Otherwise this precipitation will stay frozen in place as

long as sub-freezing temperatures persist.

## 12.4.2 Equipment

Equipment for maintaining walkways and bikeways varies widely, from snow shovels to plows attached to pick-up trucks (see Figure 12-8). Operators also vary, from pedestrians and tractor operators to licensed drivers. Unlike roads, walkways, and separated bikeways (i.e., shared use path, side paths, separated bike lanes) are narrow facilities that may require smaller vehicles and lighter maintenance vehicles.

**Figure 12-8: Variety of Maintenance Vehicles**



**Pickup truck with plow**

**Approximate Width:** 8.5 ft./2.6 meters

**Walkway/Bikeway Facility Types:** Trails, side paths, 2-way separated bike lanes



**Skid loader with snow blower**

**Approximate Width:** 4 ft./1.2 meters

**Walkway/Bikeway Facility Types:** Walkways, trails, side paths, 2-way separated bike lanes, 1-way separated bike lanes



**Miniature tractor with snow blower**

**Approximate Width: 4 ft./1.2 meters**



#### **Lawn mower tractor (converted to winter maintenance vehicle) with broom**

Maintenance vehicle attachments such as plows, blowers, and brooms are vital pieces of winter equipment. Plows may be attached to many different types of vehicles and are used for pushing aside snowfalls of about 2 inches or more. Blowers and brooms are attached to smaller pieces of equipment. Blowers move large snowfalls (6 inches or more) and are also routinely used to move windrows, which are compacted piles of snow left over from road plows. Brooms are used to achieve a bare pavement surface and are typically used for snowfalls of 2 inches or less. Brooms may also be used to achieve bare pavement after plows or blowers have passed. Salt and sand spreaders may also be attached to maintenance vehicles.

### **12.4.3 Design**

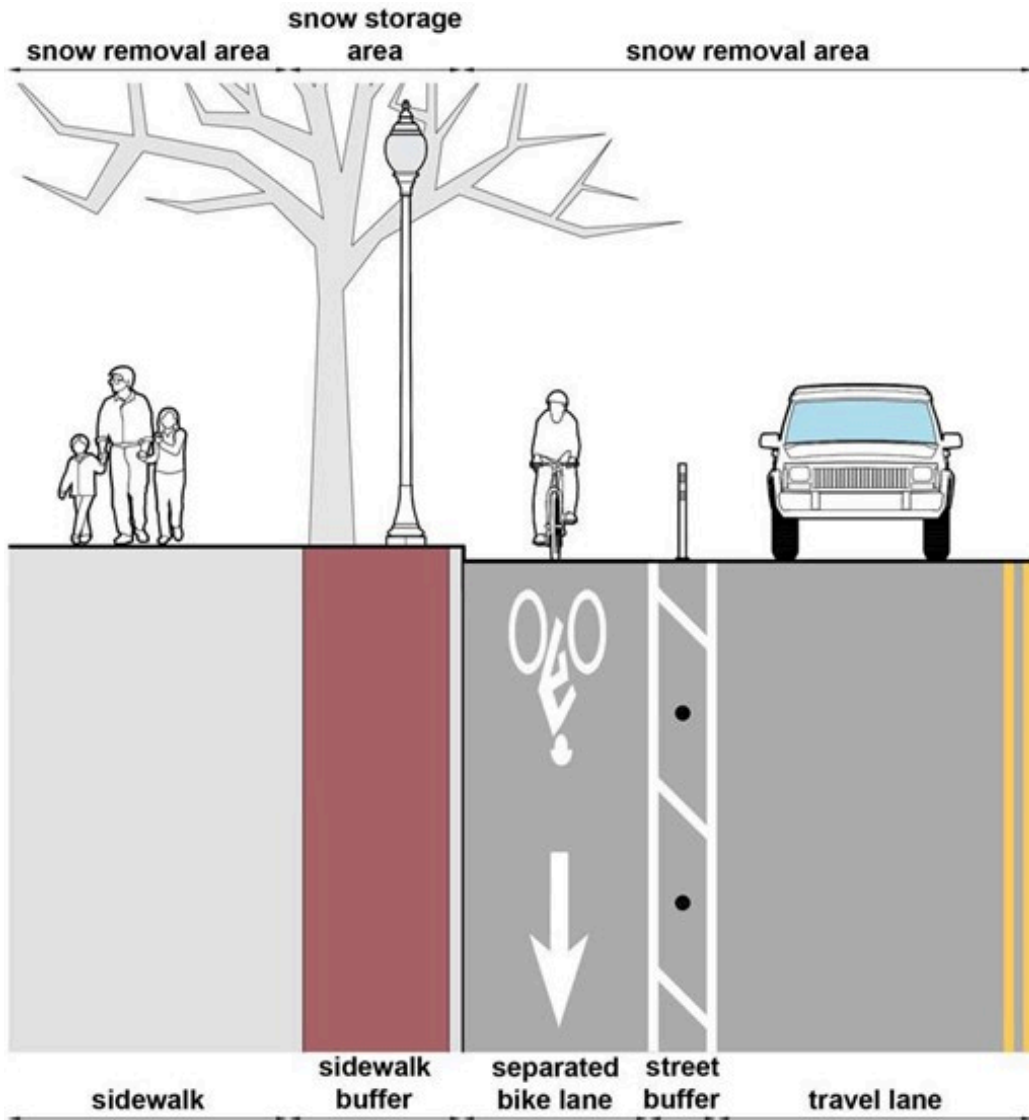
Several preventative measures can be taken during the design phase of a project to make winter walking and bicycling more feasible. Through careful design, walkways and bikeways can be engineered to avoid issues such as poorly drained facilities becoming icy and slippery because of the freeze/thaw cycle that often follows a winter precipitation event. As shown in Figure 12-9, designers should ensure that the areas next to the bikeway or walkway are graded away from the walking or biking surface, and that adequate drainage infrastructure should be provided to prevent standing water. For maintenance considerations for the placement of vertical elements in the street buffer along separated bicycle lanes, see Section 6.3.7.

Whenever possible, curb ramps should be located at the high point of an intersection to avoid standing water, and if this isn't possible, ADA compliant storm drain grates should be provided immediately upstream from the curb ramps.

When possible, snow should be stored in the space between a road and a sidewalk or shared use path. The dimensions will depend upon the given community's climate, but typically these areas range from 4 ft. to 8 ft. in width. Where there is no space for snow storage, designers should consult with the jurisdiction's maintenance staff to make plans to address snow storage or off-site removal.

Several communities have retrofitted separated bike lanes that are located at street-level between existing curbs. When these facilities are located down-slope from the crown of a road, snow often melts and refreezes into icy patches across bike lanes. To prevent this from occurring, snow should be removed from between the travel lanes and bike lanes instead of using this space for snow storage. A long-term solution is to redesign the street to drain snowmelt away from separated bike lanes as shown in Section 6.3.7 - Drainage.

**Figure 12-9: Removing snow from the buffer zone prevents snowmelt from refreezing across a separated bike lane**



#### 12.4.4 Transit stops

Transit stops may see high amounts of foot traffic in winter, making snow and ice removal on nearby walkways critical. Good winter maintenance near transit stops improves safety by keeping pedestrians out of the street and other dangerous areas. The clearing of snow at transit stops and on the walkways used to access transit stops is essential for maintaining access and is required to maintain ADA compliance.

Each community and agency should develop a well-defined understanding of who is responsible for maintaining transit stops. The responsible party may be state or municipal crews, transit agency crews, or adjacent property owners. While some communities have volunteer programs<sup>3</sup>, the most important principle is providing consistent and reliable maintenance that allows transit users to walk to and from their stops.

## 12.5 Additional Resources

The following resources provide information about the importance of active transportation facility maintenance:

- [Cycling in Cities Opinion Survey<sup>4</sup>](#) – for data about how factors like routes with ice/snow, glass/debris, and potholes/uneven paving deter adult bicyclists.
- [Severity of Urban Cycling Injuries and the Relationship with Personal, Trip, Route and Crash Characteristics<sup>5</sup>](#) – to understand the role that collisions with potholes, rocks, roots, leaves, and ice play in emergency room visits at hospitals.
- [Winter Maintenance Resource Guide<sup>6</sup>](#) – for answers to questions like, “Do people walk and bike in snowy and icy conditions?”, “Why do people walk and bike in winter?”, “Will more people walk and bike if infrastructure is clear of snow and ice?”, and “Does the Americans with Disabilities Act (ADA) require snow removal on walkways?”

### Chapter 12 Endnotes

1. [A Guide for Maintaining Pedestrian Facilities for Enhanced Safety - FHWA](#)
2. [A Guide for Maintaining Pedestrian Facilities for Enhanced Safety - FHWA](#)
3. [Adopt-A-Stop](#)
4. [Cycling in Cities - Opinion Survey](#)
5. [Severity of Urban Cycling Injuries and the Relationship with Personal, Trip, Route and Crash Characteristics](#)
6. [Winter Maintenance Resource Guide](#)



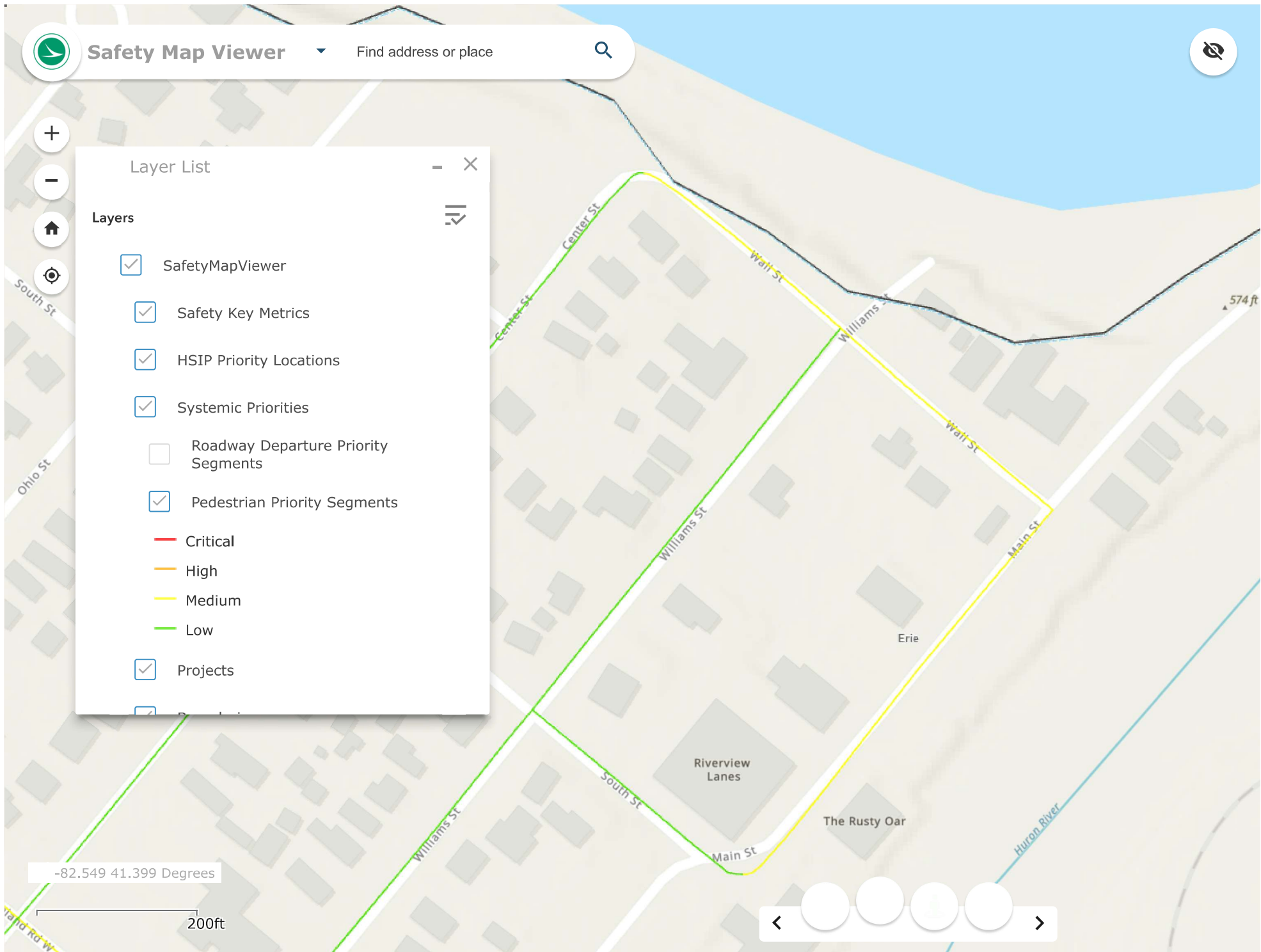
Layer List



Layers



- SafetyMapView
- Safety Key Metrics
- HSIP Priority Locations
- Systemic Priorities
- Roadway Departure Priority Segments
- Pedestrian Priority Segments
  - Critical
  - High
  - Medium
  - Low
- Projects



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**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 44-2026 (*submitted by Doug Steinwart*)  
**DATE:** May 12, 2026

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### **Subject Matter/Background**

This resolution authorizes an agreement with the Huron River Fest Inc. to use City property for the Huron River Fest festival on July 10th and 11th, 2026 to be held at the Huron Boat Basin and Amphitheater. The River Fest Committee is requesting closure of a portion of Main Street from First Merit Bank north to South Street from 2pm on Thursday, July 9th through 11am on Sunday, July 12th.

### **Financial Review**

A two-day special event facility usage charge of \$1,000 will be charged to the Huron River Fest Inc. and will be allocated to the Boat Basin Fund (Account 210-3800-41536) under Facility Rental. This amount was anticipated and budgeted for in 2026.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 44-2026 is in order.

[Resolution No. 44-2026 River Fest License Agreement \\$1,000.docx](#)

[Resolution No. 44-2026 Exhibit A River Fest License Agreement.docx](#)

**RESOLUTION NO. 44-2026**

Introduced by Mark Claus

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH HURON RIVER FEST, INC. TO HOLD ITS ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 10, 2026 THROUGH JULY 11, 2026.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1:** That the City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron River Fest, Inc. to use City property and/or services in conjunction with its Annual River Fest event on July 10<sup>th</sup> and 11<sup>th</sup>, 2026, said Agreement to be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is made between the **CITY OF HURON, OHIO**, hereinafter called "City" and **HURON RIVER FEST, INC.**, hereinafter called "Licensee," to EVIDENCE THAT:

**WHEREAS**, the Annual River Fest ("River Fest") is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a revocable license to use said property and;

**WHEREAS**, the River Fest is scheduled to occur from July 10, 2026 through July 11, 2026;

**WHEREAS**, it is also necessary for the City to furnish additional services in order that said event may be held on City property.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a revocable license to Licensee to use the City-owned property set forth and described on Exhibit A, for the site of the 2026 River Fest from July 11 through July 12, 2026 for a flat rental fee of \$1,000. Such site is depicted on Exhibit A and shall expressly exclude any other City-owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.

2. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement. The decision as to whether or not the property is unavailable shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of such meeting.

3. The City shall also notify Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee. As of the date hereof, the City does not intend to commence any improvement which may interfere with the River Fest area prior to the 2026 event.

4. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol, to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate(s) provided by the Chief of Police as set forth in Exhibit C. Licensee acknowledges and accepts that circumstances may occur that demand law enforcement support in addition to that noted in Exhibit C. In an effort to minimize the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.

5. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Licensee's name in order to have billing for electricity and water used by vendors and Licensee.

6. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2026 and said amount shall be paid to City no later than September 15, 2025. Items which shall be provided and billed when and where required include, but are not limited to:

- a. The cost of water and materials (i.e., gravel, stone, etc.);
- b. The cost of city personnel to install and remove signs;
- c. The City agrees to waive the cost of all other permits and fees;
- d. The cost of safety forces.

7. The City grants permission for Licensee to erect signs in the downtown area and selected entrances to the City from June 26, 2026 through July 13, 2026 as set forth in the drawing showing types and locations of signs attached hereto as Exhibit F and incorporated herein by reference.

8. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin for no additional charge.

9. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 9, 2026 to 11:00 a.m. Sunday, July 12, 2026. (Exhibit E).

10. The City approves the sale of beer during the River Fest as follows: Friday, July 11, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 12, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit D.

11. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items placed on Main Street by 11:00 a.m. on Sunday, July 12, 2026 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 11:00 a.m. on July 13, 2025. This provision may be modified due to weather conditions.

12. The Licensee shall defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages (including damage to areas in which new trees, plants, shrubs and lawn have been planted), demands, expenses, fees, fines, judgments, losses, penalties or suits, arising directly or indirectly from Licensee's breach of this Agreement, from use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the River Fest and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for Bodily Injury and death; One Hundred Thousand Dollars (\$100,000.00) for Property Damage, which policies shall name the City as an insured by endorsement and loss payee and copies of which shall be attached a copy as Exhibit B and provided to the City at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$50,000.00.00) for Property Damage,

which policies shall name the City as an additional insured by endorsement and loss payee, copies of which shall be attached as Exhibit B to be provided to the City at least 30 days prior to the date of the River Fest. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

13. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.

14. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.

15. Licensee further agrees as follows:

- a. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: **Friday, July 10, 2026 - 5:00 p.m. to 11:00 p.m.; and Saturday, July 11, 2026 - 11:00 a.m. to 11:00 p.m.;**
- b. All vendors shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall be provided to Licensee prior to opening;
- c. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in Exhibit A;
- d. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;
- e. Event Grounds shall shut down by 11:30 p.m.;
- f. Food sales shall cease by 11:00 p.m.;
- g. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors;
- h. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;
- i. Licensee agrees to limit beer sales to two booths within each fenced area;
- j. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- k. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.
- l. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.

16. This agreement contains the entire agreement between the City and Licensee and supersedes any oral or prior written understandings, representations or agreements between the City and Licensee.

17. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the council of the City of Huron.

18. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, all parties have set their hands to duplicate copies of this Agreement on the dates referenced below.

**CITY OF HURON, OHIO**

**HURON RIVER FEST INC.**

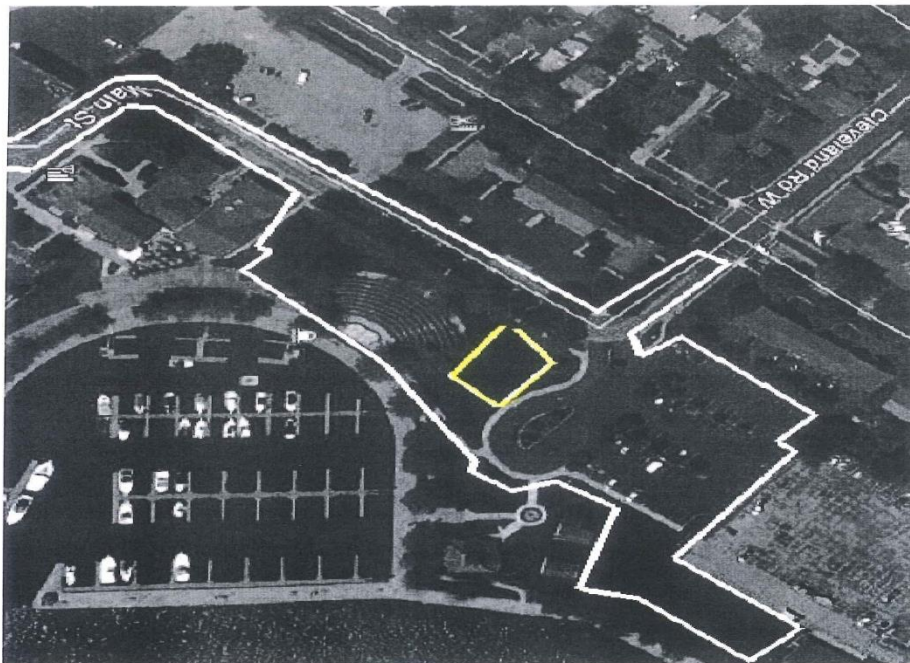
\_\_\_\_\_  
Stuart Hamilton, City Manager

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A - DESCRIPTION OF CITY PROPERTY



(Previous Controlled Beer Sales Area Marked in Yellow; see below for new location)

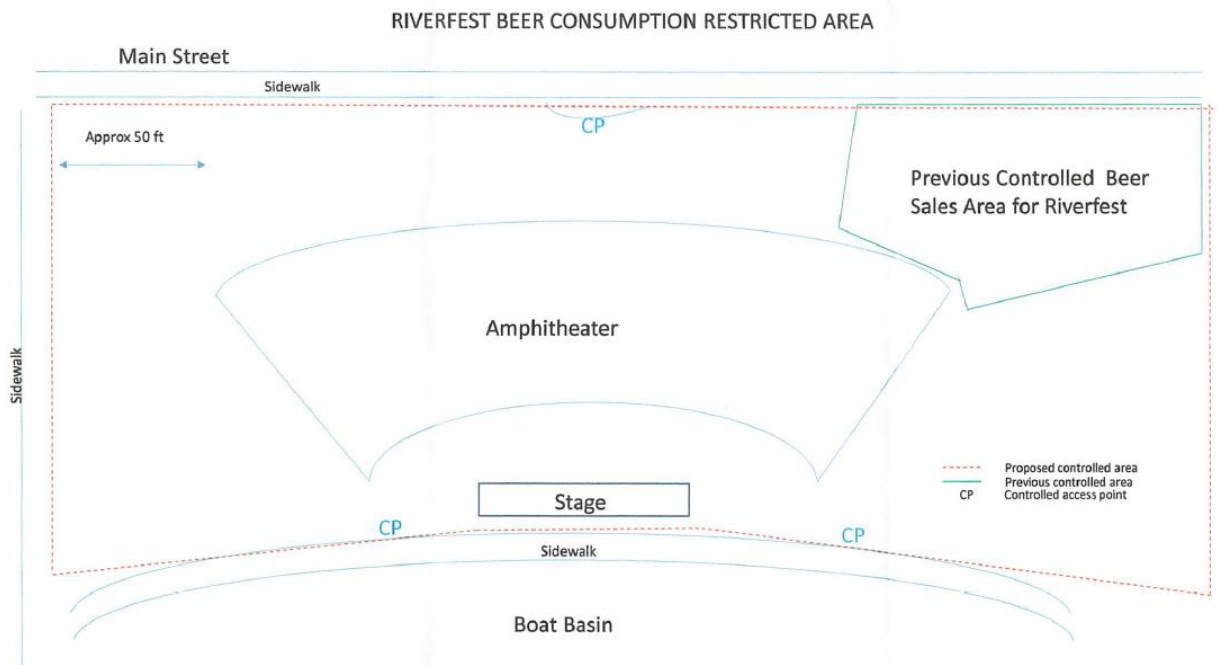


EXHIBIT B - INSURANCE CERTIFICATES

EXHIBIT C - QUOTE FOR SAFETY SERVICES

**2026 HURON RIVERFEST**

**FRIDAY JULY 10:**

Parking Detail (8 hours):

0800 – 1200: (1) officer

1200 – 1600: (1) officer

Festival Grounds (24 hours):

2000 – 0000: (6) officers

**SATURDAY JULY 11:**

Festival Grounds (24 hours):

2000 – 0000: (6) officers

**TOTALS:**

**POTENTIAL FULL TIME HOURS (Festival paid) = 56**

**Average full-time overtime rate = \$75.00**

**Total potential cost:**

**(Assuming all positions are filled by full time officers) = \$4,200.00**

EXHIBIT D - LIQUOR PERMIT

EXHIBIT E – MAP OF STREET CLOSURE



EXHIBIT F – DRAWING OF SIGNAGE



**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Resolution No. 45-2026 (*submitted by Chief Terry Graham*)  
**DATE:** May 12, 2026

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### **Subject Matter/Background**

Resolution No. 45-2026 requests authority to enter into a consolidated Master Services Agreement with Axon Enterprise, Inc. to provide body-worn cameras, tasers, cruiser cameras and related software and equipment to the Huron Police Department for a 10-year period. The City currently has contracts of varying lengths for these same services and equipment. Fragmented contracts result in renewals at different times and may leave the City vulnerable to total long-term cost increases, as equipment hardware and software pricing historically increases year-over-year. This Agreement would consolidate all hardware into a single 10-year plan starting October 1, 2026 and should provide a significant cost savings over the 10-year period.

Savings primarily relate to the TAP refresh program (body-worn cameras replacement), as well as replacement of tasers and cruiser cameras - devices will be upgraded to new models at no cost. Axon increases pricing about 6% per year. This locks in 2026 pricing for the next 10 years. As a result of the City of putting the contracts together, there is an automatic 7% discount for bundling (this is a 2026 promotion we are taking advantage of). This also includes live duty cartridge replacement for our tasers during the term of contract at no charge. See Exhibits 1 and 2 for more information on the significant savings the City will realize with this consolidated agreement.

### **Legislative History**

Resolution No. 22-2023 (adopted 3-14-23) 5-Yr Contract for Body-Worn Cameras \$107,005.03

Resolution No. 23-2023 (adopted 3-14-23) 5-Yr Contract for Tasers \$66,422.40

Resolution No. 34-2025 (adopted 4-22-25) 5-Yr Contract for Cruiser Cameras \$42,650.34

Unlegislated (will be included in this Master Agreement) 46 Mo. Contract for Cruiser Cameras \$27,698.80 (\$36,128.87 over 5 years)

### **Financial Review**

This legislation allows for the procurement of this contract to adhere to city policies, establishing a ten-year contract with Axon will allow us to fix pricing for the next ten years for a substantial portion of police department operational costs. This contract will bring an annual savings of \$22K, roughly equivalent to the annual cost of leasing a new police cruiser.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 45-2026 is in order.

[Resolution No. 45-2026 Exh 1 Axon Safety Plan Proposal.pdf](#)

[Resolution No. 45-2026 Exh 2 Axon Proposal.pdf](#)

Resolution No. 45-2026 Axon Master Svc Agr Budled Tasers Cameras Fleet 3 10-Years \$550,896.49.docx

Resolution No. 45-2026 Exh A Axon Master Services and Purchasing Agreement.pdf



DATE: APRIL 16, 2026 | PREPARED FOR: HURON PD

# Huron Police Department Officer Safety Plan Proposal

Transition to a **10-year Officer Safety Plan** bundling  
TASER 7 and Axon Body 4 with Fleet 3 Advanced.



Secure the next decade of officer safety with integrated hardware, software, and support—at locked-in pricing.

# Current Situation | Contracts & Timing

## Key Considerations

- Fragmented contracts result in multiple renewal touchpoints and administrative overhead.
- Equipment hardware and software pricing historically increases year-over-year.
- Renewing components separately at different times leaves the agency vulnerable to total long-term cost increases.

## The Opportunity

- Consolidate all hardware into a single **10-year plan** starting October 1, 2026.
- Apply 2026 promotion to lock in a **7% fleet-wide discount**.
- Leverage the recent TAP body-cam refresh to further reduce upfront costs and maximize current assets.

## Existing Fleet 3 Contract (Q-565733)

**\$42,650.34 Total**  
over 60 months (~\$8,530/yr)

**3 Vehicles**  
+ door trigger hardware

### COMMITMENT TIMELINE

- **June 1, 2025:** Fleet 3 Advanced Term Begins
- **October 1, 2026:** Active agreements (body-worn/TASER) scheduled to terminate. **Proposed start of consolidated 10-year plan.**
- **May 31, 2030:** Original Fleet 3 Expiration

# Upgrades & Benefits | Officer Safety Plan

## 16 TASER 7 Units

Fully bundled with accessories, proactive certification, and Replacement Access Program for duty cartridges.

## Axon Body 4

Leverages recently received TAP-refresh cameras and multi-bay docks, maximizing current assets to lower costs.

## Fleet 3 Advanced

Renewal for 5 vehicles equipped with ALPR, real-time location, livestreaming, alerts, and unlimited Evidence.com storage.

## Axon Outpost

**INCLUDED**

Provided with TAP Plan as a measure of good faith, recognizing your Flock partnership and full investment in Axon.

## Lifecycle Hardware Refreshes

- **Body Cameras:** Guaranteed TAP refreshes securely scheduled at the 2.5, 5, and 7.5-year marks.
- **TASER 7:** Full hardware upgrade at year 5 provided at **no additional cost**.
- **Fleet 3:** Comprehensive hardware replacement and upgrade at year 5.

## Financial & Program Benefits

- **Locked-in Discount:** Secures an immediate **7% fleet-wide discount** using the current 2026 promotion.
- **Price Protection:** A **10-year price lock** completely avoids historical Axon year-over-year pricing hikes.
- **Operational Efficiency:** A single, unified contract simplifies administration, support, and establishes predictable long-term budgeting.

# Cost Analysis | Savings & Payment Plan



10-YEAR PROGRAM VALUE

**\$550,896.49**



TOTAL SAVINGS (7% PROMO)

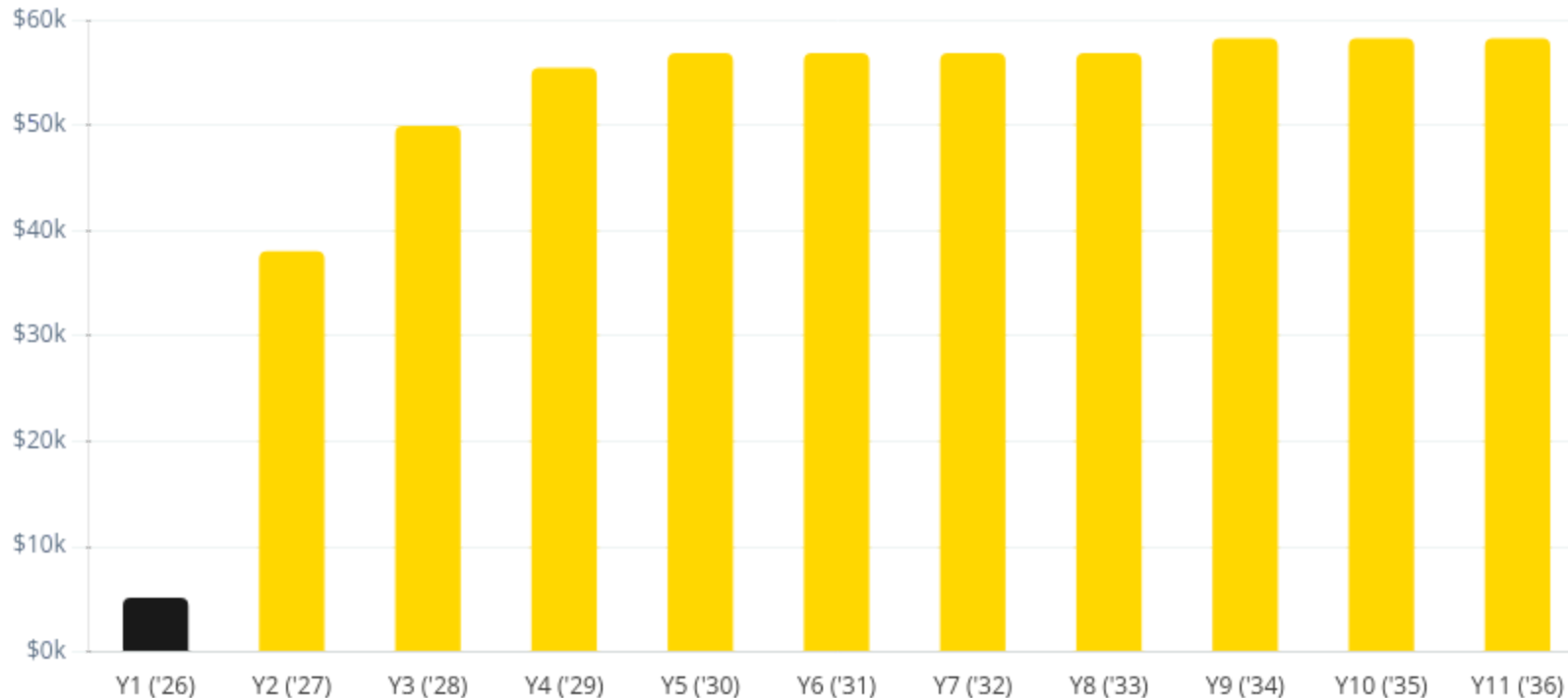
**\$223,895.46**



TRANSFER BALANCE CREDIT

**-\$3,937.28**

## Strategic Payment Schedule



## Financial Strategy

- **Year 1 Transition:** The initial September 2026 invoice is kept to a minimal **\$5,159.70** to ease the budgetary shift.
- **Year 2 Alignment:** The February 2027 invoice of **\$38,063.88** aligns closely with existing Axon commitments.
- **Increased Value:** Total savings increased to **\$223,895.46** (Avg \$22,389/yr).
- **Years 3-11 Predictability:** Establishes a steady, predictable long-term budget, completely eliminating unexpected capex spikes while guaranteeing hardware refreshes.

**Non-Binding Budgetary Estimate**



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic:(800) 978-2737  
 International: +1.800.978.2737

**Q-840530-46128AS**

Issued: 04/16/2026

Quote Expiration: 07/01/2026

Estimated Contract Start Date: 10/01/2026

Account Number: 492662

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Huron Police Dept. - OH 417 Main St Huron, OH 44839-1652 USA	Huron Police Dept. - OH 417 Main St Huron OH 44839-1652 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrew Stuckey Phone: Email: astuckey@axon.com Fax:	Terry Graham Phone: +1 (419) 656-0440 Email: terry.graham@huronohio.us Fax:

**Quote Summary**

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$550,896.49</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$550,896.49</b>

**Discount Summary**

Average Savings Per Year	\$22,389.55
<b>TOTAL SAVINGS</b>	<b>\$223,895.46</b>

# Non-Binding Budgetary Estimate

## Payment Summary

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Sep 2026	\$5,159.70	\$0.00	\$5,159.70
Feb 2027	\$38,063.88	\$0.00	\$38,063.88
Feb 2028	\$49,935.04	\$0.00	\$49,935.04
Feb 2029	\$55,483.38	\$0.00	\$55,483.38
Feb 2030	\$56,870.46	\$0.00	\$56,870.46
Feb 2031	\$56,870.46	\$0.00	\$56,870.46
Feb 2032	\$56,870.46	\$0.00	\$56,870.46
Feb 2033	\$56,870.46	\$0.00	\$56,870.46
Feb 2034	\$58,257.55	\$0.00	\$58,257.55
Feb 2035	\$58,257.55	\$0.00	\$58,257.55
Feb 2036	\$58,257.55	\$0.00	\$58,257.55
<b>Total</b>	<b>\$550,896.49</b>	<b>\$0.00</b>	<b>\$550,896.49</b>

**Non-Binding Budgetary Estimate**

**Quote Unbundled Price: \$763,916.40**  
**Quote List Price: \$643,650.00**  
**Quote Subtotal: \$550,896.49**

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$4,623.24)	(\$4,623.24)	\$0.00	(\$4,623.24)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$685.96	\$685.96	\$0.00	\$685.96
Fleet3ARe	Fleet 3 Advanced Renewal	5	60	\$228.67	\$189.57	\$189.57	\$56,871.00	\$0.00	\$56,871.00
Fleet3ARe	Fleet 3 Advanced Renewal	5	60	\$228.67	\$189.57	\$189.57	\$56,871.00	\$0.00	\$56,871.00
M00046	OFFICER SAFETY PLAN T7	16	120	\$308.55	\$258.13	\$229.74	\$441,091.77	\$0.00	\$441,091.77
B00076	OUTPOST TAP PLAN	1	120	\$264.97	\$264.97	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
102531	PSO VIRTUAL TRAINING	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$550,896.49</b>	<b>\$0.00</b>	<b>\$550,896.49</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T7	100591	AXON TASER - CLEANING KIT	1	1	09/01/2026
OFFICER SAFETY PLAN T7	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	09/01/2026
OFFICER SAFETY PLAN T7	101886	SIGNAL SENSOR	16	1	09/01/2026
OFFICER SAFETY PLAN T7	101889	AXON SIGNAL - BATTERY - CR2032	16	1	09/01/2026
OFFICER SAFETY PLAN T7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	16	1	09/01/2026
OFFICER SAFETY PLAN T7	20018	AXON TASER - BATTERY PACK - TACTICAL	19	1	09/01/2026
OFFICER SAFETY PLAN T7	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	16	1	09/01/2026
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	80	1	09/01/2026
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	80	1	09/01/2026
OFFICER SAFETY PLAN T7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	32	1	09/01/2026
OFFICER SAFETY PLAN T7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	32	1	09/01/2026
OFFICER SAFETY PLAN T7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	16	1	09/01/2026
OFFICER SAFETY PLAN T7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	16	1	09/01/2026
OFFICER SAFETY PLAN T7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2026
OFFICER SAFETY PLAN T7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2026
OFFICER SAFETY PLAN T7	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2026
OFFICER SAFETY PLAN T7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2026
OFFICER SAFETY PLAN T7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75	1	1	09/01/2026

## Non-Binding Budgetary Estimate

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		IN			
OUTPOST TAP PLAN	102032	AXON OUTPOST - CAMERA	1	1	09/01/2026
OUTPOST TAP PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	1	1	09/01/2026
OUTPOST TAP PLAN	102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	1	1	09/01/2026
OUTPOST TAP PLAN	102488	AXON OUTPOST - SOLAR PANEL - 100W	1	1	09/01/2026
OUTPOST TAP PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	1	1	09/01/2026
OUTPOST TAP PLAN	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	1	1	09/01/2026
OUTPOST TAP PLAN	102552	AXON OUTPOST - POLE - STANDARD	1	1	09/01/2026
OUTPOST TAP PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	1	1	09/01/2026
OUTPOST TAP PLAN	102813	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE EXTENDED	1	1	09/01/2026
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	32	1	09/01/2027
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	32	1	09/01/2027
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	32	1	09/01/2028
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	32	1	09/01/2028
OFFICER SAFETY PLAN T7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	32	1	09/01/2028
OFFICER SAFETY PLAN T7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	32	1	09/01/2028
OFFICER SAFETY PLAN T7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	16	1	03/01/2029
OFFICER SAFETY PLAN T7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	03/01/2029
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	32	1	09/01/2029
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	32	1	09/01/2029
OFFICER SAFETY PLAN T7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	32	1	09/01/2030
OFFICER SAFETY PLAN T7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	32	1	09/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	5	1	09/01/2031
OFFICER SAFETY PLAN T7	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	16	1	09/01/2031
OFFICER SAFETY PLAN T7	73310	AXON BODY - TAP REFRESH 2 - CAMERA	16	1	09/01/2031
OFFICER SAFETY PLAN T7	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	09/01/2031
OUTPOST TAP PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	1	1	09/01/2031
OFFICER SAFETY PLAN T7	73345	AXON BODY - TAP REFRESH 3 - CAMERA	16	1	03/01/2034
OFFICER SAFETY PLAN T7	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	2	1	03/01/2034
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	5	1	09/01/2036
OFFICER SAFETY PLAN T7	73346	AXON BODY - TAP REFRESH 4 - CAMERA	16	1	09/01/2036
OFFICER SAFETY PLAN T7	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	2	1	09/01/2036

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	5	10/01/2026	09/30/2031
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	5	10/01/2026	09/30/2031
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	5	10/01/2026	09/30/2031
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	10	10/01/2026	09/30/2031

## Non-Binding Budgetary Estimate

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T7	101180	AXON TASER - DATA SCIENCE PROGRAM	16	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	20248	AXON TASER - EVIDENCE.COM LICENSE	16	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	16	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	73638	AXON STANDARDS - LICENSE	16	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	160	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	16	10/01/2026	09/30/2036
OUTPOST TAP PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	1	10/01/2026	09/30/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	5	10/01/2031	09/30/2036
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	5	10/01/2031	09/30/2036
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	5	10/01/2031	09/30/2036
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	10	10/01/2031	09/30/2036

### Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	5
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	5
OFFICER SAFETY PLAN T7	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
OFFICER SAFETY PLAN T7	101193	AXON TASER - ON DEMAND CERTIFICATION	16
OFFICER SAFETY PLAN T7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	16
OUTPOST TAP PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	1
OUTPOST TAP PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	1
A la Carte	102531	PSO VIRTUAL TRAINING	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T7	80464	AXON BODY - TAP WARRANTY - CAMERA	16	10/01/2026	09/30/2036
OFFICER SAFETY PLAN T7	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	10/01/2026	09/30/2036
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	5	09/01/2027	09/30/2031
OFFICER SAFETY PLAN T7	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	16	09/01/2027	09/30/2036
OFFICER SAFETY PLAN T7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	19	09/01/2027	09/30/2036
OFFICER SAFETY PLAN T7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	16	09/01/2027	09/30/2036
OFFICER SAFETY PLAN T7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2027	09/30/2036
OUTPOST TAP PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	1	09/01/2027	09/30/2036
OUTPOST TAP PLAN	102137	AXON OUTPOST - MAINTENANCE	1	09/01/2027	09/30/2036
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	5	09/01/2032	09/30/2036

# Non-Binding Budgetary Estimate

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	417 Main St	Huron	OH	44839-1652	USA

## Payment Details

### Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$932.44	\$0.00	\$932.44
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$932.44	\$0.00	\$932.44
Annual Payment 1	M00046	OFFICER SAFETY PLAN T7	16	\$7,232.10	\$0.00	\$7,232.10
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$685.96	\$0.00	\$685.96
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$4,623.24)	\$0.00	(\$4,623.24)
<b>Total</b>				<b>\$5,159.70</b>	<b>\$0.00</b>	<b>\$5,159.70</b>

### Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	B00076	OUTPOST TAP PLAN	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00046	OFFICER SAFETY PLAN T7	16	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$3,901.58	\$0.00	\$3,901.58
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$3,901.58	\$0.00	\$3,901.58
Annual Payment 2	M00046	OFFICER SAFETY PLAN T7	16	\$30,260.72	\$0.00	\$30,260.72
<b>Total</b>				<b>\$38,063.88</b>	<b>\$0.00</b>	<b>\$38,063.88</b>

### Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,118.40	\$0.00	\$5,118.40
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,118.40	\$0.00	\$5,118.40
Annual Payment 3	M00046	OFFICER SAFETY PLAN T7	16	\$39,698.24	\$0.00	\$39,698.24
<b>Total</b>				<b>\$49,935.04</b>	<b>\$0.00</b>	<b>\$49,935.04</b>

### Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,687.09	\$0.00	\$5,687.09
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,687.09	\$0.00	\$5,687.09
Annual Payment 4	M00046	OFFICER SAFETY PLAN T7	16	\$44,109.20	\$0.00	\$44,109.20
<b>Total</b>				<b>\$55,483.38</b>	<b>\$0.00</b>	<b>\$55,483.38</b>

## Non-Binding Budgetary Estimate

<b>Feb 2030</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 5	M00046	OFFICER SAFETY PLAN T7	16	\$45,211.88	\$0.00	\$45,211.88
<b>Total</b>				<b>\$56,870.46</b>	<b>\$0.00</b>	<b>\$56,870.46</b>

<b>Feb 2031</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 6	M00046	OFFICER SAFETY PLAN T7	16	\$45,211.88	\$0.00	\$45,211.88
<b>Total</b>				<b>\$56,870.46</b>	<b>\$0.00</b>	<b>\$56,870.46</b>

<b>Oct 2031</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Invoice Upon Fulfillment	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Feb 2032</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 7	M00046	OFFICER SAFETY PLAN T7	16	\$45,211.88	\$0.00	\$45,211.88
<b>Total</b>				<b>\$56,870.46</b>	<b>\$0.00</b>	<b>\$56,870.46</b>

<b>Feb 2033</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,829.29	\$0.00	\$5,829.29
Annual Payment 8	M00046	OFFICER SAFETY PLAN T7	16	\$45,211.88	\$0.00	\$45,211.88
<b>Total</b>				<b>\$56,870.46</b>	<b>\$0.00</b>	<b>\$56,870.46</b>

<b>Feb 2034</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,971.46	\$0.00	\$5,971.46
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,971.46	\$0.00	\$5,971.46
Annual Payment 9	M00046	OFFICER SAFETY PLAN T7	16	\$46,314.63	\$0.00	\$46,314.63
<b>Total</b>				<b>\$58,257.55</b>	<b>\$0.00</b>	<b>\$58,257.55</b>

<b>Feb 2035</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,971.46	\$0.00	\$5,971.46
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,971.46	\$0.00	\$5,971.46
Annual Payment 10	M00046	OFFICER SAFETY PLAN T7	16	\$46,314.63	\$0.00	\$46,314.63
<b>Total</b>				<b>\$58,257.55</b>	<b>\$0.00</b>	<b>\$58,257.55</b>

## Non-Binding Budgetary Estimate

<b>Feb 2036</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 11	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,971.46	\$0.00	\$5,971.46
Annual Payment 11	Fleet3ARe	Fleet 3 Advanced Renewal	5	\$5,971.46	\$0.00	\$5,971.46
Annual Payment 11	M00046	OFFICER SAFETY PLAN T7	16	\$46,314.63	\$0.00	\$46,314.63
<b>Total</b>				<b>\$58,257.55</b>	<b>\$0.00</b>	<b>\$58,257.55</b>

## Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Rewritten Quotes --->>> Q-399830, Q-399949, Q-484973, Q-565733, Q-730951, Q-736942,

Agency is terminating those contracts effective 10/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

Transfer Balance --->>> The parties agree that Axon is applying a Transfer Balance of -\$3,937.28

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing Contingency --->>> Pending Billing - Q-565733 - 5/1/2026 - \$8,530.07

Posted Invoices Contingency --->>> Outstanding Invoice - INUS434720 - 4/1/2026 - \$10,787.53 Outstanding Invoice - INUS435090 - 4/1/2026 - \$2,497.00

### Rewrite Estimates

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### Refresh Shipment Timing

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship

## Non-Binding Budgetary Estimate

refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

### Shipment Timing

**Shipment Variance.** Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.



**RESOLUTION NO. 45-2026**

Introduced by Monty Tapp

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR A PERIOD OF 10 YEARS TO CONSOLIDATE EXISTING AGREEMENTS FOR AXON BODY-WORN CAMERAS, AXON CRUISER CAMERAS, AXON TASERS, AND RELATED SOFTWARE AND EQUIPMENT FOR THE HURON POLICE DEPARTMENT IN AN AGGREGATE AMOUNT NOT TO EXCEED FIVE HUNDRED FIFTY THOUSAND EIGHT HUNDRED NINETY-SIX AND 49/100 DOLLARS (\$550,896.49)**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1:** That the City Manager is authorized and directed to enter into an agreement with Axon Enterprise, Inc. for a term of 10 years to consolidate existing agreement for Axon body-worn cameras, Axon cruiser cameras, Axon tasers, and related software and equipment for the Huron Police Department in an aggregate amount not to exceed Five Hundred Fifty Thousand Eight Hundred Ninety-Six and 49/100 Dollars (\$550,896.49); a copy of the proposed Master Services and Purchasing Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to [legal@axon.com](mailto:legal@axon.com).
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix**

**1. Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

- 2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
- 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
- 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

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of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.**
  - 8.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.
  - 8.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
  - 8.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.
  - 8.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 20 years or more.
  - 8.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("Streaming Video") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.
  - 8.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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- 8.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
- 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
- 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
- 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
- 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
- 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
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13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

**14. FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value of the allowance. Axon does not provide refunds for unused portions of the allowance.

**15. Carbyne Products and Services**

15.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

**16. Prepared Products and Services.**

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

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17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
  18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
  19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
    - 19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    - 19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
    - 19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
    - 19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
    - 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
    - 19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
    - 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
  20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
  21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
  22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
  23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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## AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

### 1. Definitions.

1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

### 5. Axon Responsibilities.

5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

### 6. Customer Responsibilities.

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- 6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
  - 6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
  - 6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.
  7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:
    - 7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
    - 7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
    - 7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.
  8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
  9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.
  10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:
    - 10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
    - 10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
  11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:
    - 11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require
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additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

- 11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
- 11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

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## Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to [aceip@axon.com](mailto:aceip@axon.com).

### Axon Obligations

#### ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

#### Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

#### Opt Out

Customer may opt out of ACEIP Basic at any time via [aceip@axon.com](mailto:aceip@axon.com). Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

#### ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to [aceip@axon.com](mailto:aceip@axon.com).

**Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Customer need</li> <li>• Register cameras to Customer domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other customers using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence.</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.</p>
<p><b>Users go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b><a href="#">Implementation document packet</a></b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide.</p>
<p><b>Post go-live review</b></p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Customer need</li> </ul>
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<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b>            Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>User go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#">Implementation document packet</a>            Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b>            Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers.</li> <li>• Discuss the importance of entering metadata and best practices for digital data management.</li> <li>• Provide referrals to other customers using TASER CEWs and Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included.</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included.</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b>            On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence.</p>
<p><b>Axon Evidence Instructor Training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full-Service Package:</b> Training for up to 3 individuals at Customer's facility</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual virtually</li> </ul>
<p><b>TASER CEW inspection and device assignment</b>            Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b>  <b>For the CEW Full-Service Package:</b> On-site assistance included.  <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b>            Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.</p>
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**Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

\*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

**Axon instructor training (Train the Trainer)**

Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.

**Classroom and practical training sessions**

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

**Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

**Classroom and practical training sessions**

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

**System set up and configuration**

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

<p><b>Disclosures</b></p> <ul style="list-style-type: none"> <li>Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:             <ol style="list-style-type: none"> <li>Public Defender Case Sharing</li> <li>Disclosure Portal</li> <li>Download Links</li> </ol> </li> </ul>
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li> <li>Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li> </ul>
<p><b>Go-Live Plan</b></p> <ul style="list-style-type: none"> <li>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</li> </ul>
<p><b>Implementation document packet</b></p> <ul style="list-style-type: none"> <li>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</li> </ul>
<p><b>Post go-live review</b></p>

- Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

**Additional Trainings.** If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
- Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

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must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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**Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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## TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
  - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
  - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
  - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<b>Customer Size</b>	<b>Days to Return from Start Date of TASER 10 Subscription</b>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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**Axon ALPR Appendix**

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, “**Axon Fleet**”) or Axon Outpost or Axon Lightpost (collectively all “ALPR Products”) is included on the Quote, this Appendix applies.

**1. Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

**3. Axon Fleet Specific Terms.**

- 3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon’s acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Axon Vehicle Software.

**12. Axon Outpost Specific Terms.**

- 3.4. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
13. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.
14. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of

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charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

**15. Axon Lightpost Specific Terms.**

- 3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

**16. Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
17. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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## Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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**Axon Virtual Reality Content Terms of Use Appendix**

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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## Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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**Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

**Axon Technical Account Manager Appendix**

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
  - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 2.4. The Full-Time TAM **Service options are listed below:**

<p><b>Ongoing System Set-up and Configuration</b>            Assisting with assigning cameras and registering docks            Maintaining <b>Customer's Axon Evidence account</b>            Connecting Customer to "Early Access" programs for new devices</p>
<p><b>Account Maintenance</b>            Conducting on-site training on new features and <b>devices for Customer leadership team(s)</b>            Thoroughly documenting issues and workflows and suggesting new workflows to improve <b>the effectiveness of the Axon program</b>            Conducting weekly meetings to cover current issues and program status</p>
<p><b>Data Analysis</b>            Providing on-demand Axon usage data to identify trends and insights for improving daily workflows            Comparing <b>Customer's Axon usage and trends to peers to establish best practices</b>            Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p><b>Direct Support</b>            Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices            Proactively monitoring the health of <b>Axon equipment</b>            Creating and monitoring RMAs <b>on-site</b>            Providing Axon app support            Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p>
<p><b>Customer Advocacy</b>            Coordinating <b>bi-annual voice of customer meetings with Axon's Device Management team</b>            Recording and tracking Customer feature requests and major bugs</p>

3. **Regional TAM Scope of Services.**
  - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 3.4. The Regional TAM service options are listed below:

**Account Maintenance**

Conducting remote training on new features and **devices for Customer's leadership**  
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**  
Conducting weekly conference calls to cover **current issues and program status**  
Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**  
Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**  
Comparing **Customer's Axon usage and trends to peers to establish best practices**  
Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Customer Advocacy**

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**  
Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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## My90 Terms of Use Appendix

### 1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
  - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
  - 1.3. **"Customer Data"** means
    - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
    - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
    - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
  - 1.4. **"My90 Data"** means
    - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
    - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
  - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
  - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
  3. **IP address.** Axon will not store survey respondents' IP address.
  4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
  5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
  7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
  8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
  9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
  10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
    - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
  11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
  12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
  13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
  14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
  16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
  17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
  18. **Managing Data Shared.** Customer is responsible for:
    - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
    - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
    - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
    - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
  19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
    - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
    - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
    - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
  20. **Customer Responsibilities.** Customer is responsible for:
    - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
    - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
    - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.
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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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### Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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### Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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## Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, “Dedrone Products”), this Dedrone Product Appendix shall apply.

### 1. Definitions.

- 1.1 “**Dedrone Data**” means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 “**Dedrone Hardware**” means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 “**Sensor**” means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 “**Dedrone Software**” means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 “**Third-Party Hardware**” means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

### 2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

### 3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

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authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the DEDRONE Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the DEDRONE Software.

#### 4. **Data Protection.**

4.1 **Data.** If Customer licenses DEDRONE Software, as part of its operation, the DEDRONE Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the DEDRONE Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any DEDRONE Product; (ii) analyzing any DEDRONE Product or the performance of any DEDRONE Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any DEDRONE Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any DEDRONE Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

#### 5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the DEDRONE Data, Collected Data, the DEDRONE Software, and all intellectual property embodied in the DEDRONE Hardware, if the DEDRONE Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the DEDRONE Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the DEDRONE Products or any DEDRONE Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the DEDRONE Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The DEDRONE Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Ordinance No. 2026-10 (*presented by Stuart Hamilton*)  
**DATE:** May 12, 2026

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### **Subject Matter/Background**

Ordinance No. 2026-10 authorizes and accepts replacements pages to the Codified Ordinances, as prepared by American Legal Publishing (aka Walter Drane Company). This update pertains specifically to adoption of "Avery's Law" signed into law by Governor Mike DeWine (H.B. 247), which modifies the laws regarding dangerous and vicious dogs. A copy of the Chapter 505 incorporating Avery's Law is attached hereto as Exhibit 1.

Upon adoption of this ordinance, the 2026 Codified Ordinances will be uploaded to the City website and replacement pages inserted into administrative hard copy versions along with the next legislative update.

### **Financial Review**

The matter has been reviewed and while there are no costs associated with the acceptance of the updated Codified Ordinance pages, there are costs (filing fees, etc.) associated with the preparation of these Ordinances by American Legal Publishing, which costs have been included in the 2026 Municipal Budget. Fees for this service are based on the number of pages that require revision, updating the internet version, PDF, thumb drive and hard copies.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you. The Ohio Revised Code is modified several times during the year. These changes do not affect the codified ordinances until the City Council considers an ordinance adopting changes. Ratification of this legislation will allow local officers the ability to pursue changes under the updated code sections.

### **Recommendation**

If Council is in agreement with the request, a motion to adopt Ordinance No. 2026-10 as an emergency measure is in order.

[Exh 1 Chapter 505 with State Law changes.pdf](#)  
[Ordinance No. 2026-10 Adopting Ordinance \(1\).docx](#)

**CHAPTER 505**  
**Animals and Fowl**

<p><b>505.01</b> Animals running at large.</p> <p><b>505.02</b> Impounding and disposition; records.</p> <p><b>505.03</b> Abandoning animals.</p> <p><b>505.04</b> Killing or injuring animals.</p> <p><b>505.05</b> Poisoning animals.</p> <p><b>505.06</b> Cruelty to animals generally.</p> <p><b>505.07</b> Cruelty to companion animals.</p> <p><b>505.08</b> Nuisance conditions prohibited.</p> <p><b>505.09</b> Animal bites; reports and quarantine.</p> <p><b>505.10</b> Hunting prohibited.</p> <p><b>505.11</b> Coloring rabbits or baby poultry; sale or display of poultry.</p> <p><b>505.12</b> Dangerous wild animals and restricted snakes.</p> <p><b>505.13</b> Exhibition or fights involving animals, reptiles or fowl.</p>	<p style="text-align: center;"><b>DOGS</b></p> <p><b>505.20</b> Definitions.</p> <p><b>505.21</b> Registration required; tags to be worn by dogs.</p> <p><b>505.22</b> Transfer of dog ownership.</p> <p><b>505.23</b> Requirement to properly confine or restrain a dog.</p> <p><b>505.24</b> Vicious, dangerous, or nuisance dog acts.</p> <p><b>505.25</b> Vicious and dangerous dog ownership requirements.</p> <p><b>505.26</b> Rabies quarantine.</p> <p><b>505.27</b> Duties after dog bites person.</p> <p><b>505.28</b> Dogs with blind, deaf or mobility impaired person.</p> <p><b>505.29</b> Sale and transportation of dogs.</p> <p><b>505.30</b> Possession of certain dogs by convicted felons prohibited.</p> <p><b>505.31</b> Barking or howling dogs.</p> <p><b>505.32</b> Dog kennels.</p> <p><b>505.99</b> Penalty.</p>
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**CROSS REFERENCES**

See sectional histories for similar State law  
Owner or keeper liable for damages - see Ohio R.C 951.10  
Dog registration - see Ohio R.C. 955.01

**505.01 ANIMALS RUNNING AT LARGE.**

(a) Animals Running at Large on Public Roads or Grazing on Another's Land. No person, who is the owner or keeper of horses, mules, cattle, bison, sheep, goats, swine, llamas, alpacas, or poultry, shall permit them to run at large in the public road, highway, street, lane, or alley, or upon unenclosed land, or cause the animals to be herded, kept, or detained for the purpose of grazing on premises other than those owned or lawfully occupied by the owner or keeper of the animals. (ORC 951.02)

(b) Damages; Evidence.

(1) The owner or keeper of an animal described in subsection (a) of this section, who negligently permits it to run at large in violation of subsection (a), is liable for all damages resulting from injury, death, or loss to person or property caused by the animal in any of the places specified in subsection (a) of this section or upon the premises of another without reference to the fence that may enclose the premises.

- (2) The running at large of any animal specified in subsection (a) of this section in or upon any of the places specified in subsection (a) is prima facie evidence in a civil action for damages under subsection (b)(1) of this section that the owner or keeper of the animal negligently permitted the animal to run at large in violation of subsection (a) of this section. (ORC 951.10)

(c) Strays. A person finding an animal at large in violation of subsection (a) of this section may, and a law enforcement officer of a county, township, city, or village, on view or information, shall, take and confine that animal, promptly giving notice of the taking and confining of the animal to the owner or keeper, if known, and, if not known, by publishing a notice describing the animal once in a newspaper of general circulation where the animal was found. If the owner or keeper does not appear and claim the animal and pay the compensation prescribed in subsection (e) of this section for so taking, advertising, and keeping it within ten days from the date of the notice, that person or the county shall have a lien for that compensation, and the animal may be sold at public auction as provided in Ohio R.C. 1311.49. The residue of the proceeds of sale shall be paid and deposited by the Treasurer in the general fund of the county. (ORC 951.11)

(d) Unavoidable Escapes. If it is proven that an animal running at large in violation of subsection (a) of this section escaped from its owner or keeper without the owner's or keeper's knowledge or fault, the animal shall be returned to its owner or keeper upon payment of the compensation prescribed in subsection (e) of this section for its taking, advertising, and keeping. (ORC 951.12)

(e) Fees.

- (1) The person or county, township, city, or village whose law enforcement officer takes an animal running at large in violation of subsection (a) of this section is entitled to receive from the owner or keeper of the animal the following compensation:
- A. For taking and advertising each animal, five dollars (\$5.00);
  - B. Reasonable expenses actually incurred for keeping each animal.
- (2) Compensation for taking, advertising, and keeping a single herd or flock shall not exceed fifty dollars (\$50.00) when the flock or herd belongs to one person. (ORC 951.13)

(f) Penalty. Whoever recklessly violates subsection (a) of this section is guilty of a misdemeanor of the fourth degree. (ORC 951.99)

### **505.02 IMPOUNDING AND DISPOSITION; RECORDS.**

(a) A police officer or animal warden may impound every animal or dog found in violation of Section 505.01. If the dog is not wearing a valid registration tag and the owner is not otherwise reasonably determined, notice shall be posted in the pound or animal shelter both describing the dog and place where seized and advising the unknown owner that unless the dog is redeemed within three days, it may thereafter be sold or destroyed according to law. If the dog is wearing a valid registration tag or the identity of the owner, keeper or harbinger is otherwise reasonably determined, notice shall be given by certified mail to such owner, keeper or harbinger that the dog has been impounded and unless redeemed within fourteen days of the date of notice, it may thereafter be sold or destroyed according to law. Any dog seized and impounded may be redeemed by its owner, keeper or harbinger at any time prior to the applicable redemption period upon payment of all lawful costs assessed against the animal and upon providing the dog with a valid registration tag if it has none.

(b) A record of all dogs impounded, the disposition of the same, the owner's name and address where known, and a statement of any costs assessed against the dog shall be kept by any poundkeeper.

**505.03 ABANDONING ANIMALS.**

(a) No owner or keeper of a dog, cat or other domestic animal shall abandon such animal. (ORC 959.01)

(b) Whoever violates subsection (a) hereof is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense. (ORC 959.99 (E)(3))

**505.04 KILLING OR INJURING ANIMALS.**

(a) No person shall maliciously, or willfully, and without the consent of the owner, kill or injure a farm animal, dog, cat or other domestic animal that is the property of another. This section does not apply to a licensed veterinarian acting in an official capacity, or to trespassing animals as set forth in Ohio R.C. 959.04. (ORC 959.02)

(b) Except as otherwise provided herein, whoever violates this section is guilty of a misdemeanor of the second degree. If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, such person is guilty of a misdemeanor of the first degree. (ORC 959.99)

**505.05 POISONING ANIMALS.**

(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, except a licensed veterinarian acting in such capacity, to a farm animal, dog, cat, poultry or other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any of such animals, either upon his own lands or the lands of another. This section does not apply to trespassing animals as set forth in Ohio R.C. 959.04. (ORC 959.03)

(b) Whoever violates this section is guilty of a misdemeanor of the fourth degree. (ORC 959.99)

**505.06 CRUELTY TO ANIMALS GENERALLY.**

(a) No person shall:

- (1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water;
- (2) Impound or confine an animal without affording it, during such confinement, access to shelter from wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This subsection (a)(2) does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, "shelter" means a man-made enclosure, windbreak, sunshade or natural windbreak or sunshade that is developed from the earth's contour, tree development or vegetation;

- (3) Carry or convey an animal in a cruel or inhuman manner;
- (4) Keep animals other than cattle, poultry or fowl, swine, sheep or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;
- (5) Detain livestock in railroad cars or compartments longer than twenty-eight hours after they are so placed without supplying them with necessary food, water and attention, nor permit such livestock to be so crowded as to overlie, crush, wound or kill each other.

(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which such livestock may be detained in any cars or compartments without food, water and attention, may be extended to thirty-six hours without penalty therefor. This section does not prevent the dehorning of cattle. (ORC 959.13)

(c) Whoever violates this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this subsection, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal. (ORC 959.99)

#### **505.07 CRUELTY TO COMPANION ANIMALS.**

- (a) As used in this section:
- (1) "Animal rescue for dogs", has the same meaning as in Ohio R.C. 956.01.
  - (2) "Boarding kennel" has the same meaning as in Ohio R.C. 956.01.
  - (3) "Companion animal" means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. The term does not include livestock or any wild animal.
  - (4) "Cruelty", "torment" and "torture" have the same meaning as in Ohio R.C. 1717.01.
  - (5) "Dog kennel" means an animal rescue for dogs, a boarding kennel or a training kennel.
  - (6) "Federal Animal Welfare Act" means the "Laboratory Animal Act of 1966", Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. §2131 et seq., as amended by the "Animal Welfare Act of 1970", Pub. L. No. 91-579, 84 Stat. 1560 (1970), the "Animal Welfare Act Amendments of 1976", Pub. L. No. 94-279, 90 Stat. 417 (1976) and the "Food Security Act of 1985", Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.
  - (7) "Practice of veterinary medicine" has the same meaning as in Ohio R.C. 4741.01.
  - (8) "Residential dwelling" means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.
  - (9) "Wild animal" has the same meaning as in Ohio R.C. 1531.01.

(b) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.

(c) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:

- (1) Torture, torment or commit an act of cruelty against the companion animal;
- (2) Deprive the companion animal of necessary sustenance, or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water, if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;
- (3) Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.

(d) No person who confines or who is the custodian or caretaker of a companion animal shall recklessly deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water.

(e) No owner, manager or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:

- (1) Torture, torment, or commit an act of cruelty against the companion animal;
- (2) Deprive the companion animal of necessary sustenance, or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water, if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;
- (3) Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.

(f) Subsections (b), (c), (d) and (e) of this section do not apply to any of the following:

- (1) A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;
- (2) The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;
- (3) Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;

- (4) The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;
- (5) The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.

(g) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this section to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this section. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this section, the county humane society shall use the fine moneys either to provide the training that is required for humane society agents under Ohio R.C. 1717.061 or to provide additional training for humane society agents.  
(ORC 959.131)

- (h)
  - (1) Whoever violates subsection (b) or (d) hereof is guilty of a misdemeanor of the first degree on a first offense. On each subsequent offense such person is guilty of a felony and shall be prosecuted under appropriate State law.
  - (2) Whoever violates subsection (c) hereof is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.
  - (3) Whoever violates subsection (e) hereof is guilty of a misdemeanor of the first degree.
  - (4)
    - A. A court may order a person who is convicted of or pleads guilty to a violation of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.
    - B. A court may order a person who is convicted of or pleads guilty to a violation of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.
  - (5) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of this section has a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling. (ORC 959.99)

**505.08 NUISANCE CONDITIONS PROHIBITED.**

(a) No person shall keep or harbor any animal or fowl in the Municipality so as to create noxious, or offensive odors or unsanitary conditions which are a menace to the health, comfort or safety of the public.

(b) Whoever violates this section is guilty of a minor misdemeanor.

**505.09 ANIMAL BITES; REPORTS AND QUARANTINE.**

(a) Whenever any person is bitten by a dog or other animal, report of such bite shall be made to the Health Commissioner within twenty-four hours. Whenever it is reported to the Health Commissioner that any dog or cat has bitten a person, that dog or cat shall be quarantined under an order issued by the Health Commissioner. The dog or cat shall be quarantined by its owner or by a harbinger, or shall be quarantined in a pound or kennel. In all cases, such quarantine shall be under the supervision of the Health Commissioner and shall be at the expense of the owner or harbinger. Quarantine shall continue until the Health Commissioner determines that the dog or cat is not afflicted with rabies. The quarantine period hereby required shall not be less than ten days from the date on which the person was bitten. If at any time during the quarantine, the Health Commissioner requires the dog or cat to be examined for symptoms of rabies, then the examination shall be by a licensed doctor of veterinary medicine. The veterinarian shall report to the Health Commissioner the conclusions reached as a result of the examinations. The examination by a veterinarian shall be at the expense of the owner or harbinger. No dog or cat shall be released from the required quarantine unless and until it has been properly vaccinated against rabies.

No person shall fail to comply with the requirements of this section or with any order of the Health Commissioner made pursuant thereto, nor fail to immediately report to the Health Commissioner any symptoms or behavior suggestive of rabies.

(b) Whoever violates this section is guilty of a minor misdemeanor.

**505.10 HUNTING PROHIBITED.**

(a) No person shall hunt, kill or attempt to kill any animal or fowl by the use of firearms, bow and arrow, air rifle or any other means within the corporate limits of the Municipality.

(b) Whoever violates this section is guilty of a minor misdemeanor.

**505.11 COLORING RABBITS OR BABY POULTRY; SALE OR DISPLAY OF POULTRY.**

(a) No person shall dye or otherwise color any rabbit or baby poultry, including, but not limited to, chicks and ducklings. No person shall sell, offer for sale, expose for sale, raffle or give away any rabbit or poultry which has been dyed or otherwise colored. No poultry younger than four weeks of age may be sold, given away or otherwise distributed to any person in lots of less than three. Stores, shops, vendors and others offering young poultry for sale or other distribution shall provide and operate brooders or other heating devices that may be necessary to maintain poultry in good health, and shall keep adequate food and water available to the poultry at all times. (ORC 925.62)

(b) Whoever violates this section is guilty of a minor misdemeanor.

**505.12 DANGEROUS WILD ANIMALS AND RESTRICTED SNAKES.**

(a) For purposes of this section, “dangerous wild animal” and “restricted snake” have the same meanings as set forth in Ohio R.C. 935.01.

- (b) (1) Except for a restricted snake specified in Ohio R.C. 935.01(L)(1), no person shall sell or offer for sale at auction a dangerous wild animal or restricted snake.
- (2) Except for a microchip removed for purposes of a medical emergency by a veterinarian that is qualified to provide veterinary care to the dangerous wild animal, no person shall knowingly remove a microchip that is implanted in a dangerous wild animal as required in Ohio R.C. 935.04.
- (3) No person that possesses a dangerous wild animal or restricted snake shall fail to post and display any of the following:
- A. On each cage in which a dangerous wild animal is confined, signs warning the public that a dangerous wild animal is confined in the cage;
  - B. At each entrance to the property where a dangerous wild animal is confined, a sign warning the public that a dangerous wild animal is on the property;
  - C. On each container in which a restricted snake is confined, a sign warning the public that a restricted snake is in the container;
  - D. At the main entrance to each structure where a restricted snake is confined, a sign warning the public that a restricted snake is in the structure;
  - E. On a vehicle that is used to transport a dangerous wild animal or restricted snake, a sign warning that a dangerous wild animal or restricted snake, as applicable, is in the vehicle.
- The signs shall comply with standards established in rules adopted by the State Director of Agriculture.
- (4) No person shall allow a dangerous wild animal or restricted snake to roam off the property where it is confined.
- (5) No person shall remove any teeth or claws from a dangerous wild animal or restricted snake, as applicable, unless determined to be medically necessary by a veterinarian. (ORC 935.18)

(c) Whoever violates this section is guilty of a misdemeanor of the first degree on the first offense. On a second or subsequent offense, such person is guilty of a felony and shall be prosecuted under appropriate State law. (ORC 935.99)

**505.13 EXHIBITIONS OR FIGHTS INVOLVING ANIMALS, REPTILES OR FOWL.**

(a) No person shall knowingly participate in any way or be employed at any of the following:

- (1) Dog fighting;
- (2) Cock fighting;
- (3) Bear baiting; or
- (4) Any other exhibition or contest in which any animal, reptile or fowl is placed in combative physical competition against another of its own or a different species, including human beings.

(b) Whoever violates this section is guilty of a first degree misdemeanor. (Ord. 1988-17. Passed 5-23-88.)

## DOGS

### 505.20 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) **DANGEROUS DOG.** Means a dog that has been designated as such in accordance with Ohio R.C. 955.23 or a dog that has previously engaged in a dangerous dog act when evidence of such engagement is presented to a court and the court determines that the dog has engaged in a previous dangerous dog act.
- (b) **DOG KENNEL or KENNEL.** Means an establishment that keeps, houses, and maintains adult dogs, as defined in Ohio R.C. 956.01, for the purpose of breeding the dogs for a fee or other consideration received through a sale, exchange, or lease and that is not a high volume breeder licensed under Ohio R.C. Chapter 956.
- (c) **NUISANCE DOG.** Means a dog that has been designated as such in accordance with Ohio R.C. 955.23 or a dog that has previously engaged in a nuisance dog act when evidence of such engagement is presented to a court and the court determines that the dog has engaged in a previous nuisance dog act.
- (d) **NUISANCE DOG ACT, DANGEROUS DOG ACT, and VICIOUS DOG ACT.** Have the same meanings as in Ohio R.C. 955.22.
- (e) **POLICE DOG.** Means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.
- (f) **VICIOUS DOG.** Means a dog that has been designated as such in accordance with Ohio R.C. 955.23 or a dog that has previously engaged in a vicious dog act when evidence of such engagement is presented to a court and the court determines that the dog has engaged in a previous vicious dog act.  
(ORC 955.01)

### 505.21 REGISTRATION REQUIRED; TAGS TO BE WORN BY DOGS.

(a) Except for assistance dogs registered under Ohio R.C. 955.021, law enforcement canines registered under Ohio R.C. 955.02, and impounded dogs as provided in Ohio R.C. 955.16, every person who owns, keeps, or harbors a dog more than three months of age shall file, on or after the first day of the applicable December, but before the thirty-first day of the applicable January, in the office of the county auditor of the county in which the dog is kept or harbored, an application for registration for a period of one year or three years or an application for a permanent registration.  
(ORC 955.02)

(b) No owner of a dog, except a dog constantly confined to a dog kennel registered under Ohio R.C. Chapter 955 or Ohio R.C. Chapter 956, shall fail to require the dog to wear, at all times, a valid tag issued in connection with a certificate of registration under Ohio R.C. 955.02(A). A violation of this subsection is a strict liability offense and Ohio R.C. 2901.20 does not apply. A dog found not wearing at any time a valid tag is prima facie evidence of lack of registration and shall subject any dog found not wearing such a tag to impounding, sale, or destruction.

(c) No person shall recklessly obstruct or interfere with anyone lawfully engaged in capturing an unregistered dog or examining a dog wearing a tag.

(d) No person shall recklessly own, keep, or harbor a dog wearing a fictitious, altered, or invalid registration tag or a registration tag not issued by the County Auditor in connection with the registration of such animal.

(e) Whoever violates subsection (b), (c) or (d) of this section is guilty of a minor misdemeanor. (ORC 955.09)

#### **505.22 TRANSFER OF DOG OWNERSHIP.**

(a) Upon the transfer of ownership of any dog, the seller of the dog shall give the buyer a transfer of ownership certificate that shall be signed by the seller. The certificate shall contain the registration number of the dog, the name of the seller, and a brief description of the dog. Blank forms of the certificate may be obtained from the County Auditor. A transfer of ownership shall be recorded by the County Auditor upon presentation of a transfer of ownership certificate that is signed by the former owner of a dog and that is accompanied by a fee of five dollars (\$5.00).

(b) Except as provided in subsection (c) of this section, prior to the transfer of ownership or possession of a dog, upon the buyer's or other transferee's request, the seller or other transferor of the dog shall give to the person a written notice relative to the behavior and propensities of the dog.

(c) Within ten days after the transfer of ownership or possession of any dog, if the seller or other transferor of the dog has knowledge that the dog is a dangerous dog or vicious dog, the seller or other transferor shall give to the buyer or other transferee, the board of health for the district in which the buyer or other transferee resides, and the dog warden of the county in which the buyer or other transferee resides, a completed copy of a written form on which the seller shall furnish the following information:

- (1) The name and address of the buyer or other transferee of the dog.
- (2) The age, sex, color, breed, and current registration number of the dog.
- (3) In addition, the seller shall answer the following questions, which shall be specifically stated on the form as follows:
  - A. "Has the dog ever chased or attempted to attack or bite a person? If yes, describe the incident(s) in which the behavior occurred."
  - B. "Has the dog ever bitten a person? If yes, describe the incident(s) in which the behavior occurred."
  - C. "Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred."
  - D. "Has the dog previously been designated a nuisance, dangerous, or vicious dog? If yes, indicate the designation that was assigned, the date of designation, and in which county or city the designation was made."
- (4) The seller or other transferor shall obtain the signature of the buyer or other transferee after a statement on the form that the buyer or other transferee understands that such person is acquiring a dangerous or vicious dog.
- (5) The dog warden of the county in which the seller resides shall furnish the form to the seller at no cost.

- (d) (1) No seller or other transferor of a dog shall fail to comply with the requirements of subsection (a) of this section. A violation of this subsection is a strict liability offense and Ohio R.C. 2901.20 does not apply.
- (2) No seller or other transferor of a dog shall fail to comply with the requirements of subsection (b) or (c) of this section. A violation of this subsection is a strict liability offense and Ohio R.C. 2901.20 does not apply.
- (e) (1) Whoever violates subsection (d)(1) of this section is guilty of a minor misdemeanor.
- (2) Whoever violates subsection (d)(2) of this section is guilty of a minor misdemeanor on a first offense and of a misdemeanor of the fourth degree on each subsequent offense.
- (f) Subsection (c) of this section does not apply to an animal shelter for dogs with respect to a dog concerning which it transferred ownership or possession to another person if both of the following apply:
  - (1) The animal shelter for dogs did not have knowledge and could not have reasonably ascertained that the dog is a dangerous or vicious dog.
  - (2) Before the transfer of the dog, the animal shelter for dogs asked the following questions of the dog's previous owner, keeper, or harbinger, if such person is known and if the dog was not impounded under Ohio R.C. 959.132:
    - A. "Has the dog ever chased or attempted to attack or bite a person? If yes, describe the incident(s) in which the behavior occurred."
    - B. "Has the dog ever bitten a person? If yes, describe the incident(s) in which the behavior occurred."
    - C. "Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred."
    - D. "Has the dog previously been designated a nuisance, dangerous, or vicious dog? If yes, indicate the designation that was assigned, the date of designation, and in which county or city the designation was made."

(ORC 955.11)

**505.23 REQUIREMENT TO PROPERLY CONFINE OR RESTRAIN A DOG.**

- (a) (1) Except as provided in subsection (f) of this section, no owner, keeper, or harbinger of any dog shall fail at any time to do either of the following:
  - A. Keep the dog physically confined or restrained upon the premises of the owner, keeper, or harbinger by a leash, tether, adequate fence, supervision, or secure enclosure to prevent escape;
  - B. Keep the dog under the reasonable control of some person.
- (2) A violation of subsection (a) of this section is a strict liability offense and Ohio R.C. 2901.20 does not apply.

(b) Whoever commits a violation of this section that involves a dog that is not a nuisance dog, dangerous dog, or vicious dog shall be fined not less than twenty-five dollars (\$25.00) or more than one hundred dollars (\$100.00) on a first offense, and on each subsequent offense shall be fined not less than seventy-five dollars (\$75.00) or more than two hundred dollars (\$200.00) and may be imprisoned for not more than thirty (30) days. Additionally, the court may order the offender to personally supervise the dog that the offender owns, keeps, or harbors, to cause that dog to complete dog obedience training, or to do both.

(c) Whoever commits a violation of this section that involves a nuisance dog is guilty of a misdemeanor of the fourth degree on the first offense and of a misdemeanor of the third degree on each subsequent offense involving the same dog. Additionally, the court may order the offender to personally supervise the nuisance dog that the offender owns, keeps, or harbors, to cause that dog to complete dog obedience training, or to do both.

- (d) (1) Whoever commits a violation of this section that involves a dangerous dog is guilty of a misdemeanor of the third degree on a first offense and of a misdemeanor of the second degree on each subsequent offense. Additionally, the court may order the offender to do either or both of the following:
- A. Personally supervise the dangerous dog that the offender owns, keeps, or harbors;
  - B. Cause that dog to complete dog obedience training.
- (2) The court, in the alternative, may order the dangerous dog to be humanely destroyed by a licensed veterinarian or the county dog warden at the owner's expense.
- (3) Until the court makes a final determination and during the pendency of any appeal and at the discretion of the dog warden, the dog shall be confined or restrained in accordance with Ohio R.C. 955.24(A) or at the county dog pound at the owner's expense.

- (e) (1) Whoever commits a violation of this section that involves a vicious dog is guilty of a misdemeanor of the second degree on a first offense and of a misdemeanor of the first degree on each subsequent offense. Additionally, the court shall order the offender to do both of the following:
- A. Personally supervise the vicious dog that the offender owns, keeps, or harbors;
  - B. Cause that dog to complete dog obedience training.
- (2) The court, in the alternative, may order the vicious dog to be humanely destroyed by a licensed veterinarian or the county dog warden at the owner's expense.
- (3) Until the court makes a final determination and during the pendency of any appeal and at the discretion of the dog warden, the dog shall be confined or restrained in accordance with Ohio R.C. 955.24(A) or at the county dog pound at the owner's expense.

(f) Subsection (a) of this section does not apply when a dog that has not been designated as a dangerous or vicious dog is lawfully engaged in either of the following:

- (1) Hunting, provided the dog is accompanied by the owner, keeper, harborer, or handler of the dog;
- (2) Field trials. (ORC 955.21)

**505.24 VICIOUS, DANGEROUS, AND NUISANCE DOG ACTS.**

- (a) As used in this section:
- (1) **ANIMAL SHELTER FOR DOGS.** Has the same meaning as in Ohio R.C. 956.01.
  - (2) **DANGEROUS DOG ACT.** Means one of the following actions committed by a dog without provocation, other than by a police dog that is being used to assist one or more law enforcement officers in the performance of their official duties:
    - A. Causing injury by physical contact, other than killing or serious injury, to any person in either a menacing fashion or an apparent attitude of attack;
    - B. Causing serious injury to any person without making physical contact in either a menacing fashion or an apparent attitude of attack;
    - C. The killing of another dog;
    - D. Causing serious injury to another dog that results in euthanasia of the dog by a person authorized to perform euthanasia under Ohio law.
  - (3) **INJURY.** Means any physical harm to a person, another dog, or livestock, as applicable, but does not include physical harm resulting from a situation where the dog behaves in a playful, nonaggressive, or age-appropriate manner.
  - (4) **LIVESTOCK.** Does not include poultry.
  - (5) **NUISANCE DOG ACT.** Means one of the following actions committed by a dog without provocation and while off the premises of its owner, keeper, or harbinger, other than by a police dog that is being used to assist one or more law enforcement officers in the performance of their official duties:
    - A. Chasing or approaching a person in either a menacing fashion or an apparent attitude of attack;
    - B. Attempting to bite or otherwise endanger any person in either a menacing fashion or an apparent attitude of attack;
    - C. Causing injury to any person without making physical contact in either a menacing fashion or an apparent attitude of attack;
    - D. Chasing, threatening, harassing, or injuring another dog or livestock in either a menacing fashion or an apparent attitude of attack;
    - E. Having been the subject of a third or subsequent violation of Ohio R.C. 955.21 or any substantially equivalent municipal ordinance.
  - (6) **SERIOUS INJURY.**
    - A. Means any of the following:
      1. Any physical harm that carries a substantial risk of death;
      2. Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
      3. Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
      4. Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

- B. The phrase “serious injury” does not include physical harm resulting from a situation where the dog behaves in a playful, nonaggressive, or age-appropriate manner.
- (7) VICIOUS DOG ACT. Means one of the following actions committed by a dog without provocation, other than by a police dog that is being used to assist one or more law enforcement officers in the performance of their official duties:
- A. The killing of any person;
- B. Causing serious injury to any person by physical contact;
- C. Engaging in a dangerous dog act after the dog has been designated as a dangerous dog under Ohio R.C. 955.23.
- (8) WITHOUT PROVOCATION. Means either of the following, as applicable:
- A. That a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity;
- B. That a dog was not attacked by another dog or livestock.
- (b) (1) No owner, keeper, or harbinger of a dog that is not an animal shelter for dogs shall negligently, and no animal shelter for dogs that keeps or harbors a dog shall recklessly, fail to prevent the dog from committing a vicious dog act. Whoever violates this subsection is guilty of a misdemeanor of the third degree on a first offense and a misdemeanor of the second degree on each subsequent offense.
- (2) No owner, keeper, or harbinger of a dangerous or vicious dog, including an animal shelter for dogs, shall negligently fail to prevent the dog from committing a vicious dog act that involves injuring or killing a person. Whoever violates this division is guilty of a felony to be prosecuted under appropriate state law.
- (c) (1) No owner, keeper, or harbinger of a dog that is not an animal shelter for dogs shall negligently, and no animal shelter for dogs that keeps or harbors a dog shall recklessly, fail to prevent the dog from committing a dangerous dog act. Whoever violates this division is guilty of a misdemeanor of the fourth degree on a first offense and a misdemeanor of the third degree on each subsequent offense.
- (2) No owner, keeper, or harbinger of a dangerous or vicious dog, including an animal shelter for dogs, shall negligently fail to prevent the dog from committing a dangerous dog act that involves injuring a person. Whoever violates this subsection is guilty of a misdemeanor of the first degree.
- (d) No owner, keeper, or harbinger of a dog that is not an animal shelter for dogs shall negligently, and no animal shelter for dogs that keeps or harbors a dog shall recklessly, fail to prevent the dog from committing a nuisance dog act. Whoever violates this subsection is guilty a minor misdemeanor on a first offense and a misdemeanor of the fourth degree on each subsequent offense.

(e) In addition to any other penalty described under this section, and except as provided in subsection (f) of this section, the court may order a dog that is the subject of an offense under this section to be humanely destroyed by a licensed veterinarian or the county dog warden at the owner's expense if the court finds that the dog did one of the following:

- (1) Committed a vicious dog act;
- (2) Committed a dangerous dog act;
- (3) Injured another dog;
- (4) Attempted to bite a person and such attempt resulted in the injury of the person.

(f) In addition to any other penalty described under this section, the court shall order the dog that is the subject of an offense under this section to be humanely destroyed by a licensed veterinarian or the county dog warden at the owner's expense if, as a result of the offense, the dog kills a person or causes serious injury to a person that results in one of the following:

- (1) Substantial risk of death;
- (2) Permanent incapacity;
- (3) Serious permanent disfigurement;
- (4) Acute pain of a duration that results in substantial suffering.  
(ORC 955.22)

#### **505.25 VICIOUS AND DANGEROUS DOG OWNERSHIP REQUIREMENTS.**

- (a) (1) No owner, keeper, or harbinger of a vicious or dangerous dog shall fail to do any of the following:
- A. While that dog is outdoors, but on the premises of the owner, keeper, or harbinger, securely confine the dog at all times in a locked pen that has a top, locked fenced yard with fencing that is sufficiently constructed to prevent escape, or other locked enclosure that has a top;
  - B. While that dog is inside a residential dwelling or other building on the premises of the owner, keeper, or harbinger, and there is an invitee inside the dwelling or building, securely confine the dog at all times inside the dwelling or building so that there is no reasonable probability that the dog comes into contact with the invitee;
  - C. While that dog is off the premises of the owner, keeper, or harbinger, keep that dog on a chainlink leash or tether that is not more than six feet in length and additionally do at least one of the following:
    1. Keep that dog in a locked pen that has a top, locked fenced yard with fencing that is sufficiently constructed to prevent escape, or other locked enclosure that has a top;
    2. Have the leash or tether controlled by a person who is of suitable age and discretion or securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person;
    3. Muzzle that dog.

- (2) A violation of subsection (a) of this section is a strict liability offense and Ohio R.C. 2901.20 does not apply.
- (b) (1) No owner, keeper, or harbinger of a vicious or dangerous dog shall fail to do any of the following:
- A. Obtain liability insurance in an amount, exclusive of interest and costs, that equals or exceeds one hundred thousand dollars (\$100,000), with an insurer authorized to write liability insurance in this state providing coverage in each occurrence because of damage or bodily injury to or death of a person caused by the vicious or dangerous dog;
  - B. Provide proof of that liability insurance upon request to any law enforcement officer, county dog warden, or public health official charged with enforcing this section;
  - C. Notify the local dog warden immediately if any of the following occurs:
    - 1. The dog is loose or unconfined.
    - 2. The dog bites a person, unless the dog is on the property of the owner of the dog, and the person who is bitten is unlawfully trespassing or committing a criminal act within the boundaries of that property.
    - 3. The dog attacks another animal while the dog is off the property of the owner of the dog.
  - D. If the dog is sold, given to another person, or dies, notify the County Auditor and the dog warden within ten days of the sale, transfer, or death;
  - E. Prior to any training or veterinary care provided to the dog by a trainer or licensed veterinarian, disclose to the trainer or licensed veterinarian, as applicable, that the dog is a vicious or dangerous dog.
- (2) A violation of subsection (b) of this section is a strict liability offense and Ohio R.C. 2901.20 does not apply.
- (c) No person shall recklessly do any of the following:
- (1) Debark or surgically silence a dog that the person knows or has reason to believe is a vicious or dangerous dog;
  - (2) Possess a vicious or dangerous dog if the person knows or has reason to believe that the dog has been debarked or surgically silenced;
  - (3) Falsely attest on a waiver form provided by the veterinarian that the person's dog is not a vicious or dangerous dog or otherwise provide false information on that written waiver form.
- (d) Before a veterinarian debarks or surgically silences a dog, the veterinarian may give the owner of the dog a written waiver form that attests that the dog is not a vicious or dangerous dog. The written waiver form shall include all of the following:
- (1) The veterinarian's license number and current business address;
  - (2) The number of the license of the dog if the dog is licensed;
  - (3) A reasonable description of the age, coloring, and gender of the dog as well as any notable markings on the dog;

- (4) The signature of the owner of the dog attesting that the owner's dog is not a dangerous dog;
- (5) A statement that Ohio law prohibits any person from doing any of the following:
  - A. Debarking or surgically silencing a dog that the person knows or has reason to believe is a vicious or dangerous dog;
  - B. Possessing a vicious or dangerous dog if the person knows or has reason to believe that the dog has been debarked or surgically silenced;
  - C. Falsely attesting on a waiver form provided by the veterinarian that the person's dog is not a vicious or dangerous dog or otherwise provide false information on that written waiver form.

(e) It is an affirmative defense to a charge of a violation of subsection (c) of this section that the veterinarian who is charged with the violation obtained, prior to debarking or surgically silencing the dog, a written waiver form that complies with this section and that attests that the dog is not a vicious or dangerous dog.

- (f)
  - (1) Whoever violates subsection (a) of this section is guilty of a misdemeanor of the fourth degree on a first offense and of a misdemeanor of the third degree on each subsequent offense. Additionally, the court may order the offender to do either or both of the following:
    - A. Personally supervise the vicious or dangerous dog that the offender owns, keeps, or harbors;
    - B. Cause the dog to complete dog obedience training.
  - (2) The court, in the alternative, may order the vicious or dangerous dog to be humanely destroyed by a licensed veterinarian or the county dog warden at the owner's expense.
- (g)
  - (1) Whoever violates subsection (b)(1)A. of this section is guilty of a minor misdemeanor on a first offense and a misdemeanor of the fourth degree on each subsequent offense.
  - (2) Whoever violates subsection (b)(1)B., (b)(1)C., (b)(1)D., or (b)(1)E. of this section is guilty of a minor misdemeanor.

(h) Whoever violates subsection (c)(1), (c)(2), or (c)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.

- (i) Subsections (a) and (b) of this section do not apply to an animal shelter for dogs with respect to a dog that it keeps or harbors if both of the following apply:
  - (1) The animal shelter for dogs did not have knowledge and could not have reasonably ascertained that the dog is a dangerous or vicious dog.
  - (2) Before taking possession of the dog, the animal shelter for dogs asked the following questions of the dog's previous owner, keeper, or harborer, if such person is known and if the dog was not impounded under Ohio R.C. 959.132:

- A. “Has the dog ever chased or attempted to attack or bite a person? If yes, describe the incident(s) in which the behavior occurred.”
  - B. “Has the dog ever bitten a person? If yes, describe the incident(s) in which the behavior occurred.”
  - C. “Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred.”
  - D. “Has the dog previously been designated a nuisance, dangerous, or vicious dog? If yes, indicate the designation that was assigned, the date of designation, and in which county or city the designation was made.”
- (ORC 955.24)

#### **505.26 RABIES QUARANTINE.**

(a) Whenever, in the judgment of the Director of Health, any city or general health district board of health, or persons performing the duties of a board of health, rabies is prevalent, the Director of Health, the board, or those persons shall declare a quarantine of all dogs in the health district or in a part of it. During the quarantine, the owner, keeper, or harbinger of any dog shall keep it confined on the premises of the owner, keeper, or harbinger, or in a pound, kennel, or other suitable place, at the expense of the owner, keeper, or harbinger, except that a dog may be permitted to leave the premises of its owner, keeper, or harbinger if it is under leash or under the control of a responsible person. The quarantine order shall be considered an emergency and need not be published.

(b) When the quarantine has been declared, the Director of Health, the board, or those persons may require vaccination for rabies of all dogs within the health district or part of it. Proof of rabies vaccination within a satisfactory period shall be demonstrated to the County Auditor before any registration is issued under Ohio R.C. 955.02 for any dog that is required to be vaccinated.

(c) The Director of Health shall determine appropriate methods of rabies vaccination and satisfactory periods for purposes of quarantines under this section.

(d) When a quarantine of dogs has been declared in any health district or part of a health district, the county dog warden and all other persons having the authority of police officers shall assist the health authorities in enforcing the quarantine order. When rabies vaccination has been declared compulsory in any health district or part of a health district, the dog warden shall assist the health authorities in enforcing the vaccination order.

(e) Notwithstanding this section, a city or general health district board of health may make orders pursuant to Ohio R.C. 3709.20 and 3709.21 requiring the vaccination of dogs.

(f) No person shall recklessly violate a rabies quarantine order issued under this section.

(g) Whoever violates subsection (f) of this section is guilty of a minor misdemeanor on a first offense and of a misdemeanor of the fourth degree on each subsequent offense.

(ORC 955.26)

**505.27 DUTIES AFTER DOG BITES PERSON.**

- (a) (1) No person shall remove a dog that has bitten any person from the county in which the bite occurred until a quarantine period as specified in subsection (b) of this section has been completed. No person shall transfer a dog that has bitten any person until a quarantine period as specified in subsection (b) of this section has been completed, except that a person may transfer the dog to the county dog warden or to any other animal control authority.
- (2) A. Subject to subsection (a)(2)B. of this section, no person shall kill a dog that has bitten any person until a quarantine period as specified in subsection (b) of this section has been completed.
- B. Subsection (a)(2)A. of this section does not apply to the killing of a dog in order to prevent further injury or death or if the dog is diseased or seriously injured.
- (3) No person who has killed a dog that has bitten any person in order to prevent further injury or death or if the dog is diseased or seriously injured shall fail to do both of the following:
- A. Immediately after the killing of the dog, notify the board of health for the district in which the bite occurred of the facts relative to the bite and the killing;
- B. Hold the body of the dog until that board of health claims it to perform tests for rabies.
- (b) The quarantine period for a dog that has bitten any person shall be ten days or another period that the board of health for the district in which the bite occurred determines is necessary to observe the dog for rabies.
- (c) (1) To enable persons to comply with the quarantine requirements specified in subsections (a) and (b) of this section, boards of health shall make provision for the quarantine of individual dogs under the circumstances described in those divisions.
- (2) Upon the receipt of a notification pursuant to subsection (a)(3) of this section that a dog that has bitten any person has been killed, the board of health for the district in which the bite occurred shall claim the body of the dog from its killer and then perform tests on the body for rabies.
- (d) This section does not apply to a police dog that has bitten a person while the police dog is under the care of a licensed veterinarian or has bitten a person while the police dog is being used for law enforcement, corrections, prison or jail security, or investigative purposes. If, after biting a person, a police dog exhibits any abnormal behavior, the law enforcement agency and the law enforcement officer the police dog assists, within a reasonable time after the person is bitten, shall make the police dog available for the board of health for the district in which the bite occurred to perform tests for rabies.
- (e) Whoever recklessly violates this section is guilty of a minor misdemeanor on a first offense and of a misdemeanor of the fourth degree on each subsequent offense.  
(ORC 955.261)

(f) Subject to subsections (a)(2) and (a)(3) of this section, a dog that is chasing or approaching in a menacing fashion or apparent attitude of attack, that attempts to bite or otherwise endanger, or that kills or injures a person or a dog that chases, threatens, harasses, injures, or kills livestock, poultry, other domestic animal, or other animal, that is the property of another person, except a cat or another dog, can be killed at the time of that chasing, threatening, harassment, approaching, attempt, killing, or injury. If, in attempting to kill such a dog, a person wounds it, the person is not liable to prosecution under the penal laws that punish cruelty to animals. Nothing in this section precludes a law enforcement officer from killing a dog that attacks a police dog as defined in Ohio R.C. 2921.321.  
(ORC 955.28)

**505.28 DOGS WITH BLIND, DEAF OR MOBILITY IMPAIRED PERSON.**

(a) As used in this section:

- (1) "Assistance dog" means a dog that has been trained by a nonprofit or for-profit special agency and that is one of the following:
  - A. A guide dog;
  - B. A hearing dog;
  - C. A service dog.
- (2) "Blind" means either of the following:
  - A. Vision twenty/two hundred or less in the better eye with proper correction;
  - B. Field defect in the better eye with proper correction that contracts the peripheral field so that the diameter of the visual field subtends an angle no greater than twenty degrees.
- (3) "Guide dog" means a dog that has been trained or is in training to assist a blind person.
- (4) "Hearing dog" means a dog that has been trained or is in training to assist a deaf or hearing-impaired person.
- (5) "Institutions of Education" means any of the following:
  - A. Any state university or college as defined in Ohio R.C. 3345.32;
  - B. Any private college or university that holds a certificate of authorization issued by the Ohio board of regents pursuant to Ohio R.C. Chapter 1713;
  - C. Any elementary or secondary school operated by a board of education;
  - D. Any chartered or nonchartered nonpublic elementary or secondary school;
  - E. Any school issued a certificate of registration by the state board of career colleges and schools.
- (6) "Person with a mobility impairment" means any person, regardless of age, who is subject to a physiological impairment regardless of its cause, nature, or extent that renders the person unable to move about without the aid of crutches, a wheelchair, or any other form of support, or that limits the person's functional ability to ambulate, climb, descend, sit, rise, or perform any related function. "Person with a mobility impairment" includes a person with a neurological or psychological disability that limits the person's functional ability to ambulate, climb, descend, sit, rise, or perform any related function. "Person with a mobility impairment" also includes a person with a seizure disorder and a person who is diagnosed with autism.

- (7) "Service dog" means a dog that has been trained or is in training to assist a person with a mobility impairment.  
(ORC 955.021; 955.43)

(b) When a person who is blind, deaf, or hearing impaired, a person with a mobility impairment, or a trainer of an assistance dog is accompanied by an assistance dog, the person or trainer, as applicable, is entitled to the full and equal accommodations, advantages, facilities, and privileges of all public conveyances, hotels, lodging places, all places of public accommodation, amusement, or resort, all institutions of education, and other places to which the general public is invited, and may take the dog into such conveyances and places, subject only to the conditions and limitations applicable to all persons not so accompanied, except that:

- (1) The dog shall not occupy a seat in any public conveyance.
- (2) The dog shall be upon a leash while using the facilities of a common carrier.
- (3) Any dog in training to become an assistance dog shall be covered by a liability insurance policy provided by the nonprofit special agency engaged in such work protecting members of the public against personal injury or property damage caused by the dog.

(c) No person shall recklessly deprive a person who is blind, deaf, or hearing impaired, a person who has a mobility impairment, or a trainer of an assistance dog when the person or trainer, as applicable, is accompanied by an assistance dog of any of the advantages, facilities, or privileges provided in subsection (b) of this section, and no person shall charge the person or trainer a fee or charge for the dog.

(d) Whoever violates subsection (c) of this section is guilty of a misdemeanor of the fourth degree. (ORC 955.43)

#### **505.29 SALE AND TRANSPORTATION OF DOGS.**

(a) No person shall sell, offer to sell, or expose for sale, for the purpose of resale or receive for delivery within this state, or ship from any point within this state to any point outside this state, for sale to the general public at retail, any dog under the age of eight weeks.

(b) No person shall receive from outside this state, or ship from any point within this state to any point outside this state, for sale to the general public at retail, any dog that is not accompanied by a certificate, issued by a licensed veterinarian who is accredited by the United States department of agriculture and authorized to issue health certificates for animals in interstate commerce, certifying that the dog is sufficiently sound and healthy to be reasonably expected to withstand the intended transportation without adverse effect.

(c) This section does not apply to the transportation of dogs in interstate commerce by common carrier, provided that neither the point of shipment nor the point of receiving is within this state.

(d) No person responsible for the transportation of a pregnant dog to any point within this state or from any point within this state to any point outside this state shall be liable in damages for any injury to or illness of, or the death of, the dog or any puppies, whenever the injury, illness, or death results from the birth of such puppies during the time the dog is being transported.

(e) Whoever recklessly violates this section is guilty of a minor misdemeanor on a first offense and of a misdemeanor of the fourth degree on each subsequent offense. (ORC 955.50)

**505.30 POSSESSION OF CERTAIN DOGS BY CONVICTED FELONS PROHIBITED.**

(a) No person who is convicted of or pleads guilty to a felony offense of violence committed on or after May 22, 2012, or a felony violation of any provision of Ohio R.C. Chapter 959, Ohio R.C. Chapter 2923, or Ohio R.C. Chapter 2925 committed on or after May 22, 2012, shall knowingly own, possess, have custody of, or reside in a residence with any of the following for a period of three years commencing either upon the date of release of the person from any period of incarceration imposed for the offense or violation or, if the person is not incarcerated for the offense or violation, upon the date that the person plead guilty to or was convicted of the offense or violation:

- (1) An unspayed or unneutered dog older than twelve weeks of age;
- (2) Any dog that has been determined to be a dangerous dog or vicious dog under Chapter R.C. Chapter 955;
- (3) Any dog that does not have a permanently implanted microchip that has an identification number that is unique to the microchip.

- (b)
- (1) Subsection (a) of this section does not apply to any person who is confined in a correctional institution of the Department of Rehabilitation and Correction.
  - (2) Subsection (a) of this section does not apply to any person with respect to any dog that the person owned, possessed, had custody of, or resided in a residence with prior to May 22, 2012.

(c) Whoever recklessly violates this section is guilty of a misdemeanor of the first degree. (ORC 955.54)

**505.31 BARKING OR HOWLING DOGS.**

(a) No person shall own, harbor or keep in custody a dog which disturbs the peace by barking, yelping, howling or making other loud noises to the annoyance and/or discomfort of any person. Continuous barking, yelping, howling and/or making other loud noises for fifteen consecutive minutes by such dog, whether confined inside a residence or building or to the outside area, shall be deemed to have disturbed the peace and to have caused the annoyance and discomfort of persons; provided, that at the time of the complaint, no person or persons were trespassing or threatening to trespass upon the private property of the owner, and provided that the dog was not being teased or provoked in any manner.

(b) Any person who shall allow any dog habitually to remain, be lodged or fed within any dwelling, building, yard or enclosure owned or occupied by such person shall be considered as harboring or keeping such dog.

(c) Upon an initial complaint, an enforcement officer shall warn the person in writing of the violation. Upon a second such complaint within thirty days, the enforcement officer shall charge the person with a violation of this section.

(d) Subsection (a) of this section does not apply to owners, operators or employees of licensed veterinary hospitals, licensed kennels, or licensed animal boarding establishments, nor does this section apply to blind, deaf, or hearing impaired, or mobility impaired persons when the dog serves as an assistance dog.

(e) Whoever violates this section is guilty of a minor misdemeanor.

#### **505.32 DOG KENNELS.**

(a) The owner of five or more dogs at least three months of age, whether owning for pleasure, profit, breeding or exhibiting, shall be deemed the operator of a dog kennel. Such dog kennel shall be kept in a clean and sanitary condition at all times, and dogs shall be reasonably restrained from annoying the neighborhood or the general public by loud, frequent or habitual barking, yelping or howling. No kennel shall be established, maintained or permitted to exist within fifty feet of any dwelling house unless both owner and lessee of such dwelling house consent in advance in writing to the same, provided that the operation of a kennel existing at this time shall not be affected by this provision. (Ord. 281. Passed 5-1-54.)

(b) Whoever violates this section is guilty of a minor misdemeanor.  
(Ord. 1962-20. Passed 7-23-62.)

#### **505.99 PENALTY.**

(EDITOR'S NOTE: See Section 501.99 for penalties applicable to any misdemeanor classification.)

**ORDINANCE NO. 2026-10**  
(introduced by William Biddlecombe)

**AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES BY ADOPTING CURRENT REPLACEMENT PAGES; AND DECLARING AN EMERGENCY.**

**WHEREAS**, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

**WHEREAS**, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

**WHEREAS**, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

**SECTION 1.** That the following sections are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

General Offenses Code

- 505.01 Animals Running At Large. (Amended)
- 505.20 Definitions. (Added)
- 505.21 Tags to Be Worn By Dogs. (Added)
- 505.22 Transfer of Dog Ownership. (Added)
- 505.23 Requirement to Properly Confine or Restrain A Dog. (Added)
- 505.24 Vicious, Dangerous and Nuisance Dog Acts. (Added)
- 505.25 Vicious and Dangerous Dog Ownership Requirements. (Added)
- 505.26 Rabies Quarantine. (Added)
- 505.27 Duties After Dog Bites Person. (Added)
- 505.28 Dogs With Blind, Deaf or Mobility Impaired Person. (Added)
- 505.29 Sale and Transportation of Dogs. (Added)
- 505.30 Possession of Certain Dogs by Convicted Felons Prohibited. (Added)
- 505.31 Barking and Howling Dogs. (Added)

**Section 2.** The complete text of the Traffic and General Offenses Code sections listed above are set forth in full in the current Codified Ordinances. New material contained therein is published at length in the Huron Codified Ordinances as provided in Section 3.05(2) of the Charter and no further publication shall be necessary.

**Section 3.** This Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Ohio R.C. 121.22.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio, and for the further reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the Codified Ordinances to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Ordinance No. 2026-11 (*submitted by Chief Terry Graham*)  
**DATE:** May 12, 2026

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### **Subject Matter/Background**

Section 331.37(a) of the Huron Codified Ordinances (which restricts low-speed micromobility device on sidewalk), as currently written, conflicts with Section 371.14 and ORC 4511.514(A)(1) (which allow for low-speed micromobility device on sidewalk).

Ordinance No. 2026-11 amends Section 331.37(a) to allow for low-speed micromobility devices on sidewalks since these are Razor type electric kids scooters – “a device weighing less than 100 pounds that has handlebars, is propelled by an electric motor or human power, and has an attainable speed on a paved level surface of not more than 20 MPH when propelled by the electric motor.” See redline revisions attached hereto as Exhibit 1.

### **Financial Review**

There is no financial impact relating to this legislation.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion placing Ordinance No. 2026-11 on its first reading is in order.

[Ordinance No. 2026-11 Exh 1 Redline Revisions Section 331.37\(a\).pdf](#)

[Ordinance No. 2026-11 Amend Section 331.37\(a\) of Codified Ordinances \(1\).docx](#)

**331.37 DRIVING UPON SIDEWALKS, STREET LAWNS OR CURBS.**

(a) (1) No person shall drive any vehicle ~~(including, but not limited to, an e-scooter),~~ other than a bicycle, low-speed micromobility device, or an electric bicycle if the motor is not engaged, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway. ~~This Section is intended to supersede ORC 4511.514(A)(1) pertaining to the use of low-speed micromobility devices on sidewalks.~~ (ORC 4511.711; Ord. 2021-25. Passed 7-13-21).

(2) This prohibition does not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle with the motor engaged while in the performance of the officer's duties.

~~(3) Nothing in this section shall be construed as prohibiting local authorities from regulating the operation of bicycles or electric bicycles, except that no local authority may require that bicycles or electric bicycles be operated on sidewalks. (ORC 4511.711(A))~~

(b) No person shall drive a vehicle on a street lawn area or the curb of a street, except upon a permanent or duly authorized temporary driveway or when otherwise lawfully authorized.

(c) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code. (ORC 4511.711)

**Commented [MW1]:** This is wording directly from ORC 4511.711(A) and doesn't make sense in Huron's ordinances because it talks about "local authorities" and because Huron is the "local authority"

**ORDINANCE NO. 2026-11**

Introduced by Joe Dike

**AN ORDINANCE AMENDING PARAGRAPH 331.37(a) OF SECTION 331.37 (DRIVING UPON SIDEWALKS, STREET LAWNS OR CURBS) OF CHAPTER 331 (OPERATION GENERALLY) OF THE HURON CODIFIED ORDINANCES.**

**WHEREAS**, this Council hereby determines the changes and amendments set forth within this Ordinance are in the best interest of the City of Huron and its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**Section 1.** That Section 1133.02 (Determination of Required Off-Street Parking Spaces) of Chapter 1132 (Off-Street Parking and Loading Regulations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows:

*331.37 DRIVING UPON SIDEWALKS, STREET LAWNS OR CURBS.*

(a) (1) No person shall drive any vehicle (including, but not limited to, an e-scooter), other than a bicycle or an electric bicycle if the motor is not engaged, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway. This Section is intended to supersede ORC 4511.514(A)(1) pertaining to the use of low-speed micromobility devices on sidewalks. (ORC 4511.711; Ord. 2021-25. Passed 7-13-21).

(2) This prohibition does not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle with the motor engaged while in the performance of the officer's duties.

(3) Nothing in this section shall be construed as prohibiting local authorities from regulating the operation of bicycles or electric bicycles, except that no local authority may require that bicycles or electric bicycles be operated on sidewalks. (ORC 4511.711(A)),

shall be, and hereby is, amended to read as follows:

*331.37 DRIVING UPON SIDEWALKS, STREET LAWNS OR CURBS.*

(a) (1) No person shall drive any vehicle, other than a bicycle, low-speed micromobility device, or an electric bicycle if the motor is not engaged, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway. (ORC 4511.711; Ord. 2026-11. Passed \_\_-\_\_-26).

(2) This prohibition does not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle with the motor engaged while in the performance of the officer's duties. (Ord. 2026-11. Passed \_\_-\_\_-26).

**Section 2.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council

and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

**Section 3.** In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Ordinance No. 2026-12 (*submitted by Stuart Hamilton*)  
**DATE:** May 12, 2026

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### **Subject Matter/Background**

At the end of 2023 our Building official condemned the property at 531 Berlin Road as unsafe and to be demolished. The City at its own expense carried out the demolition totaling \$22,500. The property then went to the Sheriff's Fire Sale and did not sell, prompting the City to request possession. The property was finally transferred to City ownership, and we put the property up for sale "by owner" by placing a for sale sign in the yard and by advertising on social media.

We received three offers, with the one in front of you being the best at a purchase price of \$25,450 plus closing costs.

### **Financial Review**

The sale proceeds will be accounted for in the economic development fund.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-12 as an emergency measure is in order.

[Ordinance No. 2026-12 Sale of 531 Berlin Rd Property to Finton Property Services LLC \\$25,450 \(1\).docx](#)  
[Purchase Agreement \(Revised\) Finton Property Services LLC - 531 Berlin Rd.pdf](#)

**ORDINANCE NO. 2026-12**

Introduced by Monty Tapp

**AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF HURON, LOCATED AT 531 BERLIN ROAD, HURON, OH 44839, ERIE COUNTY PERMANENT PARCEL NO. 42-01067.000; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PROPERTY TO FINTON PROPERTY SERVICES LLC; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City owns certain real property located at 531 Berlin Road in the City of Huron, and more particularly described in Exhibit "A" to the Agreement defined herein (the Property); and

**WHEREAS**, the City has received a written offer from Finton Property Services LLC requesting to purchase the Property, and this Council has carefully reviewed and considered such proposal; and

**WHEREAS**, this Council desires to sell the Property.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to Finton Property Services LLC under the terms generally set forth in the Real Estate Purchase Agreement, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the City Manager is authorized and directed to complete negotiations with Finton Property Services LLC for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit "A". The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any deeds, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this 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 the law.

**SECTION 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and it is necessary that this

Ordinance go into effect immediately; **WHEREFORE**, this Ordinance shall go into effect and be in full force and effect immediately upon its adoption.

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Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") by and between THE CITY OF HURON, an Ohio chartered municipality (which with its successors and assigns is herein called "Seller") and FINTON PROPERTY SERVICES LLC, an Ohio limited liability company (which with its successors and assigns is herein called "Buyer") (with Seller and Buyer being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain real estate, including the land, all improvements, and flora located thereon and all appurtenances, hereditaments, rights, privileges, any and all leases, and easements relating to the real estate, located in the City of Huron, Erie County, Ohio, being Erie County Permanent Parcel No. 42-01067.000, commonly known as 531 Berlin Road, and as further described on Exhibit A, which is attached to this Agreement and incorporated by reference (the "Property");and

WHEREAS Buyer desires to purchase the Property from Seller on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree this Agreement shall be effective as of the date the last of the Parties executes this Agreement (the "Effective Date") as follows:

**1. Property.** Seller will sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase, the Property in accordance with the terms and conditions herein.

**2. As-Is Condition of the Property.** Seller is conveying the Property in its current "**AS-IS, WHERE IS, WITH ALL FAULTS,**" in its present condition and without representations or warranties of any nature or description from Seller whatsoever.

**3. Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is **Twenty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$25,450.00)** (the "Purchase Price").

**4. Inspections.** Intentionally omitted.

**5. Financing Contingency.** Intentionally omitted

**6. Deed.** Seller shall convey marketable, fee simple title to the Property to Buyer by a limited warranty deed with limited warranty covenants pursuant to Ohio Revised Code Section 5302.08 (the "Deed"), free and clear of all liens and encumbrances except matters of record approved by Buyer, survey matters, zoning ordinances, taxes, and assessments not yet due and payable (collectively, the "Permitted Exceptions"), and subject to any and all leases.

**7. Title.** Title will be evidenced by a standard form policy of title insurance, issued as of the Closing Date in the amount of the Purchase Price, by:

1st Nationwide Title Agency, Ltd.

Attn: Ronald D. Yacobozzi

6155 Park Square Drive, Suite #5

Lorain, Ohio 44053

(440) 985-3550 (office)

(440) 985-3551 (fax)

[bigyac@1stnationwidetitle.com](mailto:bigyac@1stnationwidetitle.com) ("Escrow Agent" or "Title Company").

**8. Closing.**

**a. Closing Date.** The closing of the transaction contemplated by this Agreement (the “Closing”) shall take place on Friday, July 10, 2026 or on such earlier date as mutually agreed by the Parties in writing (the “Closing Date”).

**b. Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date in its “AS IS, WHERE IS, WITH ALL FAULTS” condition. Seller will maintain the Property in its present condition pending the Closing of this transaction, normal and reasonable wear excepted.

**c. Seller’s Deliveries.** On or before the Closing Date, Seller shall deliver the Deed to the Escrow Agent.

**d. Buyer’s Deliveries.** On or before the Closing Date, Buyer shall deliver to Escrow Agent: (i) the purchase funds and funds sufficient to cover all closing, title, and escrow-related costs, and (ii) other materials that may be reasonably requested by Seller.

**e. Prorations.** Seller will pay, through date of possession, all accrued utility charges and any other charges that are or may become a lien, if any.

**f. Taxes and Assessments.** At Closing, Seller will pay or credit on Purchase Price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of contract. At Closing, Seller will also pay or credit on the Purchase Price all other unpaid real estate taxes which are a lien for years prior to Closing and a portion of such taxes and based on 365-day year and, if undetermined, on most recent available tax rate and valuation.

**g. Closing Costs.** The parties have agreed that Buyer shall pay all title and escrow-related costs and fees, including the County-imposed conveyance fee, and all escrow fees.

**9. Risk of Loss.** In the event of any damage or injury to the Property, such as by fire, storm, burglary, vandalism, or other casualty, prior to the Closing Date, Seller shall bear the risk of loss.

**10. Insurance.** Intentionally omitted

**11. Miscellaneous.**

**a. Amendment.** No agreement to amend, waive, change, modify, terminate, or discharge this Agreement, in whole or in part, shall be effective unless in a writing signed by both Parties.

**b. Assignment.** This Agreement may not be assigned by either Party without the other Party’s prior written consent.

**c. Brokers.** The Parties each represent to the other that they have not retained or employed any broker, finder, or financial adviser to act on its behalf in connection with this Agreement.

**d. Counterparts.** This Agreement may be executed in any number of counterparts, including electronic signatures included in a pdf file, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall become effective when counterparts have been signed by each Party and delivered to the other Parties, it being understood that the Parties need not sign the same counterpart.

e. **Entire Agreement.** This Agreement shall be deemed to contain all the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

f. **Further Assistance; Cooperation.** The Parties each agree, at any time and from time to time, to execute any and all documents reasonably requested by the other Party to carry out the intent of this Agreement.

g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

h. **Notices.** All notices that may or must be provided under this Agreement shall be delivered to the Parties at the addresses provided in the preamble. All notices shall be deemed received on the date when placed in the U.S. mail addressed as provided above, when placed with reputable overnight delivery service, when delivered by courier to the address described above, or when transmitted by email.

i. **This Agreement and its terms are expressly conditioned on the Seller's City Council officially approving this Agreement in all respects.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below.

CITY OF HURON

FINTON PROPERTY SERVICES LLC

By: \_\_\_\_\_  
Stuart Hamilton, City Manager

By: Andrew Finton  
Andrew Finton, Authorized Representative

Address: 417 Main Street  
Huron, Ohio 44839

Address: 13105 Jeffries Road  
Milan, Ohio 44846

"Seller"

"Buyer"

Date: \_\_\_\_\_

Date: 05/11/2026

**EXHIBIT A**  
**Legal Description**

Situated in the City of Huron, County of Erie and State of Ohio and being known as part of Original Lot 26, Section 1, Huron Township, now in the City of Huron, Erie County, Ohio. Also being known as part of land conveyed to the Klingshirn Corporation as recorded in Volume 44, Page 570 of Erie County Deed records and more definitely described as follows:

Beginning at the intersection of the North line of the aforesaid Klingshirn Corporation land and the Southwesterly line of Berlin Road.

Thence S. 52 degrees 33' West along the north line of The Klingshirn Corporation land, said line also being the south line of land conveyed to Robert J. Lazarony, as recorded in Volume 439, Page 548 of Erie County Deed Records, a distance of 153.00 feet to a point.

Thence S. 37 degrees 27' E., a distance of 80.00 feet to a point.

Thence W. 52 degrees 33' E., a distance of 153.00feet to the southwesterly line of Berlin Road.

Thence N. 37 degrees 27' W. along the southwesterly line of Berlin Road, a distance of 80.00 feet to the place of beginning, embracing 0.28 acre of land, but being subject to all legal highways.