



## **TOWN COMMISSION MEETING**

**TUESDAY, January 20<sup>th</sup>, 2026**

**9:30 A.M.**



**PUBLIC NOTICE/AGENDA**  
**Tuesday January 20<sup>th</sup>, 2026 at 9:30 a.m.**

<b>Town Commission</b>	<b>Town Staff</b>
John Deese, Mayor _____	Eric Marmer, Town Manager _____
Simone Bonutti, Vice Mayor _____	Jeff Rasor, Chief of Police _____
Elliot Bonner, Mayor Pro Tem _____	Erika Petersen, Town Clerk _____
Orla Imbesi, Commissioner _____	Keith W. Davis, Town Attorney _____
David Knobel, Commissioner _____	Brent Watson, Utilities Director _____
Dwight Kulwin, Commissioner _____	Jacek (Jack) Tomasik, Building Official _____
Cindy McMackin, Commissioner _____	Dylan Brandenburg, Asst. Town Attorney _____

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF THE AGENDA: AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**
- 5. PUBLIC COMMENTS**  
(3 MINUTES PER SPEAKER)
- 6. CONSENT AGENDA:**
  - a. Minutes December 9, 2025 Town Commission
  - b. Police Department Report for December
- 7. REGULAR AGENDA:**
  - a. OLD BUSINESS:**
    - i. none.**
  - b. NEW BUSINESS: \*Quasi-Judicial Hearing**
    - i.** Proposed AXON 10-year Contract for Police Technology Systems
    - ii. RES 01-2026** Updated Fee Schedule
    - iii.** Authorization to Make Purchase Offer – 131 S. Ocean Blvd. (“Bank Building”)
    - iv. \*VAR 26-01 – 2000 S. Ocean Blvd.** – Florida Realty LLC seeks the Town Commission’s approval for a variance from Section 151.643(B) of the Town Code of Ordinances which generally prohibits the expansion/enlargement of, or the improvement to, non-conforming properties, in order to permit the expansion/extension of, and/or the improvement to, an existing accessory building on a non-conforming property to wit: the Applicant has identified the need to expand and modernize the existing site utility building on the southwest corner of the Property. The Applicant understands the entire Property and its structures are legally nonconforming and cannot be modified without obtaining a variance. Therefore, the Applicant is seeking a variance to authorize the construction of the expansion to the site utility building which, but for the overall non-conforming status of the

property in general, is in actuality code compliant in all other respects. The subject property address is 2000 South Ocean Boulevard.

## **8. MAYOR'S COMMENTS, TOWN COMMISSION COMMENTS, TOWN MANAGER'S REPORT**

### **9. PUBLIC HEARING:**

- a. PH 1 - Ordinance #399 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT TITLE III ADMINISTRATION, CHAPTER 31 STAFF, SECTION 31.17 TOWN GENERAL EMPLOYEES' AND POLICE OFFICERS' RETIREMENT FUND, SUBSECTION (E) BOARD OF TRUSTEES, TO REVISE THE COMPOSITION AND MEMBERSHIP OF THE BOARD OF TRUSTEES FOR THE TOWN RETIREMENT FUND; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF SECTION 31.17 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (First Reading)**
  
- b. PH 2 - Ordinance #400 – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT TITLE XI: - BUSINESS REGULATIONS. AMENDING SECTION 112.02 HOURS OF SALE. TO REPEAL THE PROHIBITION ON ALCOHOLIC SALES DURING THE MORNING HOURS OF SUNDAY; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF TITLE XI. BUSINESS REGULATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (First Reading)**

## **10. ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission, Special Magistrate or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact the Town Clerk at (561) 585-9477 - 600 South Ocean Blvd., Manalapan, FL 33462 - townhall@manalapan.org



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** CA - a

**Agenda Item Name:** December 9<sup>th</sup>, 2025 Town Commission Meeting Minutes

**ACTION REQUESTED:** Discussion  Approval

**ATTACHMENT:**

- December 9<sup>th</sup>, 2025 Town Commission Meeting Minutes



**Town Commission Meeting**  
**Tuesday, December 9<sup>th</sup>, 2025, at 9:00 a.m.**

**IN ATTENDANCE**

TOWN COMMISSION	TOWN STAFF
John Deese, Mayor <span style="float: right;">√</span>	Eric Marmer, Town Manager <span style="float: right;">√</span>
Simone Bonutti, Vice Mayor <span style="float: right;">√</span>	Jeffrey Rasor, Chief of Police <span style="float: right;">√</span>
Elliot Bonner, Mayor Pro Tem <span style="float: right;">X</span>	Erika Petersen, Town Clerk <span style="float: right;">√</span>
Orla Imbesi, Commissioner <span style="float: right;">√</span>	Keith Davis, Town Attorney <span style="float: right;">√</span>
David Knobel, Commissioner <span style="float: right;">√</span>	Brent Watson, Utilities Director <span style="float: right;">√</span>
Dwight Kulwin, Commissioner <span style="float: right;">Zoom</span>	Jack Tomasik, Building Official <span style="float: right;">√</span>
Cindy McMackin, Commissioner <span style="float: right;">√</span>	Dylan Brandenburg, Asst. Town Attorney <span style="float: right;">X</span>

**PUBLIC:** Erica Whitfield (SDPBC), Aylin Costa (Allbright), Jeremy Nichols (Allbright), James Poole (FDOT) Craig Spiegelhalter (PBC Fire Rescue) and Sharon Kirkland (30 Spoonbill)

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Mayor Deese called the Town Commission meeting to order at 9:00 a.m.

**AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS**

Town Manager Marmer requested to move RES 09-2025 from the consent agenda onto the regular agenda under old business. Commissioner Knobel made a motion to approve the agenda change, Vice Mayor Bonutti seconded the motion which prevailed by the following vote:

**YES:** Vice Mayor Bonutti, Commissioner Knobel, Commissioner Imbesi and Commissioner McMackin

**PUBLIC COMMENTS**

There were none.

**PRESENTATIONS**

- a. There was a presentation by School Board Member Erica Whitfield on the State of Education for the Palm Beach County School District.
- b. There was a presentation by Jeremy Nichols, a consultant for Allbright Engineering presenting FDOT regarding their Tidal Flooding Study.

There were questions from the Commissioners about seawalls, water quality, their work with DEP and the Army Corps of Engineers. There was also discussion regarding septic tanks and the conversion project.

## **CONSENT AGENDA**

- a. Minutes November 4, 2025 Town Commission Meeting
- b. Police Department Report for November
- c. Paver Agreement 1670 Lands End Road

Vice Mayor Bonutti made a motion to **approve** the Consent Agenda, Commissioner Imbesi seconded the motion which prevailed by the following vote:

**YES:** Vice Mayor Bonutti, Commissioner Knobel, Commissioner Imbesi and Commissioner McMackin

## **REGULAR AGENDA**

### **OLD BUSINESS:**

- i. RES 09-2025 Eminent Domain Resolution

Town Manager Marmer explained this resolution would be the next step for the Town to move forward using its eminent domain powers under applicable Florida statutes. It also authorizes the Town to hire appraisers, acquisition consultants, surveyors, and other experts, and to take any necessary legal steps, including filing eminent domain proceedings.

Commissioner Knobel, made a motion to **approve RES 09-2025**, Vice Mayor Bonutti seconded the motion which prevailed by the following vote:

**YES:** Vice Mayor Bonutti, Commissioner Knobel, Commissioner Imbesi and Commissioner McMackin

### **NEW BUSINESS:**

There was none.

## **9. Mayor's Comments, Town Commission Comments, Town Manager Comments**

Mayor Deese wished everyone a Happy New Year.

Town Manager Marmer began his report explaining he had solidified the plan for beach cleanup with our crew. He stated that the Beach raker would be reserved only for sargassum issues. He told the Commission that the Town was saving roughly \$150,000 a year with the new WastePro agreement. Town Manager Marmer stated beach cleaning would start when the Town could acquire a new side by side. He stated there was no budget amendment required yet for the changes, but he would bring that back to the Commission as needed. There was general consensus to move forward with this plan. Commissioner Imbesi asked what would happen if residents wanted more beach cleaning and if that would be allowed. Town Attorney Davis responded that beach cleaning is allowed per the Town code.

Town Manager Marmer brought up the new guardhouse design and handed it over to Commissioner Knobel. Commissioner Knobel explained the current guardhouse requires a redesign to improve visibility of the guard and to create a better and cleaner work area for them. He noted the Town was exploring renovation, but new construction was more realistic given its age.

Town Manager Marmer told the Commission the Town had filed administrative hearing regarding the Sand Transfer Plant and are awaiting a response. He discussed the Lantana banner/flags and noted the Town of Lantana has agreed to put up Manalapan ones in the spring and he would continue to work with them on that. Lastly, he noted that he and the building official, Jacek Tomasik would look at a possible ordinance requiring properties who are doing construction to raise the seawalls as well. He stated they would research what Broward County was doing about their similar situation.

**The Town Commission meeting adjourned at 10:11 a.m.**

**These minutes were presented to the Town Commission  
on Tuesday January 20<sup>th</sup>, 2026 for approval.**

\_\_\_\_\_  
John Deese, Mayor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Erika Petersen, Town Clerk

\_\_\_\_\_  
Date Signed



## TOWN OF MANALAPAN

### AGENDA ITEM SUMMARY

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** CA - b

**Agenda Item Name:** Police Department Chief's Report for December

**ACTION REQUESTED:** Discussion  Action

#### **ATTACHMENT:**

- Chief Rasor's Executive Report
- The Police Department Report for December including Monthly Stats
- Palm Beach County Fire Rescue response times for December



## Manalapan Police Department

TO: Mayor and Town Commissioners  
Eric Marmer, Town Manager

FROM: Chief Jeff Rasor

SUBJECT: Monthly Report for December 2025

DATE: January 2, 2026

*Jan # 52157*

### Police Department Staffing:

- **Dispatcher Positions:** The Communications (Dispatch) Center is fully staffed and currently operating with no vacancies.
- **Police Officer Positions:** There is one (1) remaining police officer vacancy. The department is in the final stages of the hiring process with one applicant. This position is anticipated to be filled by January 31.
- **Staffing Summary:** By January 31, the Police Department is expected to be fully staffed with no vacancies in police officer or dispatcher positions. Effective January 14, the department will assume responsibility for Guard House Security, including staffing those posts. There are currently five (5) open security officer positions. The department is actively processing eight (8) applications for these positions.

### Zone Coverage:

- Zone coverage remained consistent throughout the month, with two officers and one sergeant assigned per shift to ensure adequate patrol presence and response capability.

### Fleet:

- **Vehicle Maintenance:** The department's fleet is current with all scheduled maintenance and service requirements, ensuring operational readiness and reliability across all patrol units.
- **Fleet Updates:** The newly acquired police vehicles have been fully outfitted with required markings and equipment and have been issued to officers under the assigned vehicle program. At this time, eight (8) of the twelve (12) officers and sergeants have been assigned a department vehicle.

### Training:

- **Field Training:**
  - Officer Sellitti is currently in Phase 4 of the Field Training Officer (FTO) Program and is scheduled to complete the program by January 12, 2026.
  - Dispatcher Driscoll: Phase 2 – Field Training Program.
- **Specialized Training Courses:**



## Manalapan Police Department

- All Manalapan Police Officers attended Driver Training (Annual High Liability Training) conducted in partnership with Lantana Police Department at Palm Beach State College.
- Detective Hadley attended Death Investigation Training at Palm Beach State College.
- **High Liability Training:** High liability training for all police officers began in August and will continue through January 2026. The remaining scheduled topics include:
  - **Medical** – January 2026.
  - **Defensive Tactics** – January 20-23; Seacrest Training Facility.
- This training is being conducted in partnership with the Lantana Police Department, Ocean Ridge Police Department, and Florida Atlantic University (FAU) Police Department, fostering interagency collaboration and skill development.

### Miscellaneous – Department Projects and Promotions:

- **Iguana Removal Program:** The Iguana Removal Program continued throughout the month, resulting in the removal of a total over 350 iguanas.
- **Guard House Security / Community Service Officer:** In December, the Town of Manalapan was notified by the contracted security provider that it would no longer be able to provide security services to the Town. As a result, the Police Department will assume responsibility for Guard House Security through the creation of a Community Service Officer / Guard House Security position. These positions are expected to be filled by January 14, at which time Police Department personnel will provide continuous security services for the Town.
- **Swearing In Ceremony:** The Police Department will conduct a swearing-in ceremony on January 14 for newly hired police officers and dispatchers.

### Total Police Calls for Service for the Month of September

Types of Calls / Patrols	Total
ATV - Beach Patrols	23
Marine Patrols	2
Dark House Checks	221
Construction Site Checks	118
Extra patrols in the plaza	60
Arrest	2
Baker Acts – Mental Distress	0
Traffic Stops	80



## Manalapan Police Department

Uniform Traffic Citations Written	54
Traffic Violation Verbal Warnings	43
Parking Citations Written	11
Traffic Crashes	1
Distressed Swimmer	0
Total Calls Dispatched	624
911 Calls	37
Non-Emergency Calls	587
Most Frequent Call Dispatched ( <b>Service Call - Assisting the Resident with Non-Crime related issue – Example – door left open, medical</b> )	26
Total Crime Calls for the Month	3
Most Frequent Crime Reported (Domestic)	2



# Palm Beach County Fire Rescue

## Manalapan

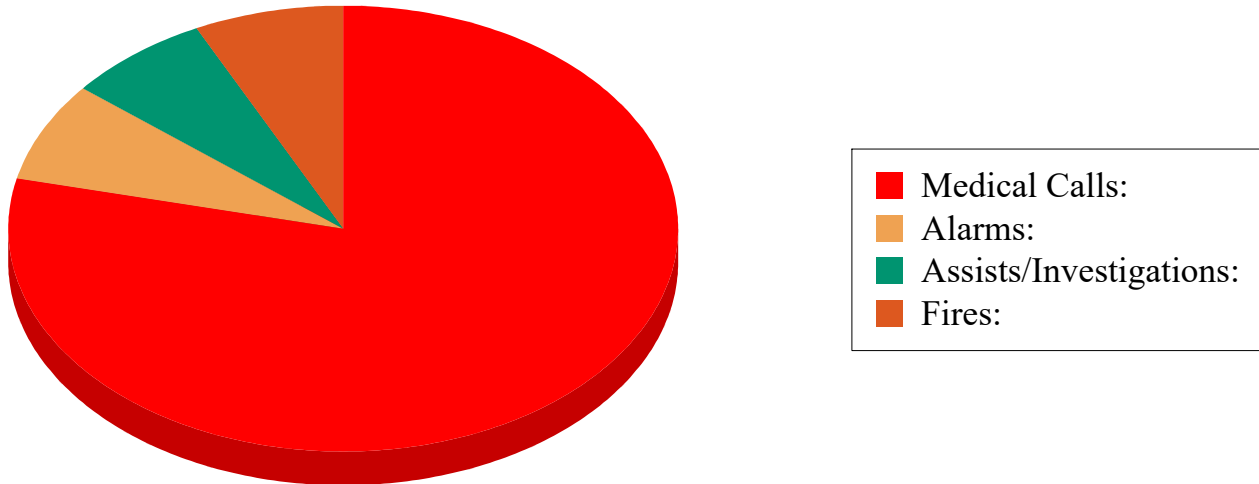
12/01/2025 to 12/31/2025

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:41</u>	<u>0:00:52</u>	<u>0:03:09</u>	<u>0:04:42</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	11	78.57%
Alarms:	1	7.14%
Assists/Investigations:	1	7.14%
Fires:	1	7.14%
<b>Total</b>	<b><u>14</u></b>	<b><u>100.00%</u></b>

### Calls by Situation Dispatched

Manalapan



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** RA. b.i.

**Agenda Item Name:** Proposed AXON 10-year Contract for Police Technology Systems

### **BACKGROUND:**

The Manalapan Police Department is requesting approval to enter into a new ten-year contract with Axon Enterprises to replace its current separate agreements for body-worn cameras, in-car camera systems, and conducted electrical weapons (Tasers), while also adding a fully integrated Axon Outpost license plate recognition (LPR) system. The department currently pays a combined annual cost of \$47,370.16 for BWC 3/Taser 7 (three years remaining at \$36,170.16 annually) and Fleet 3 in-car cameras (four years remaining at \$11,200 annually), with new negotiations expected within three years and anticipated renewal increases of roughly 15%. The proposed contract would upgrade equipment to BWC 4, Fleet 3 Advanced, and Taser 10, expand deployment from 6 to 15 in-car cameras and from 15 to 17 body-worn cameras, and include LPR at \$17,973.02 annually; costs would be \$76,098.62 in the first year and \$108,270.77 annually for the remaining nine years. Without the LPR component, annual costs would be \$90,297.75, an increase that has already been anticipated and budgeted for in FY 2025–2026. Overall, the contract provides long-term price protection and predictable budgeting by eliminating future renegotiations over the next decade.

### **MOTION:**

- Move to approve/disapprove proposed AXON 10-year Contract for Police Technology Systems.

### **ATTACHMENTS:**

- Memo from Chief Rasor
- Axon Proposal
- Proposed Agreement with Axon Equipment & Services



## Manalapan Police Department



TO: Mayor and Town Commissioners  
Eric Marmer, Town Manager  
FROM: Chief Jeff Rasor  
SUBJECT: Proposed Axon 10-Year Contract for Police Technology Systems  
DATE: January 9, 2026

I respectfully request your consideration and approval to transition the Manalapan Police Department to a new ten-year contract with Axon Enterprises for critical law enforcement technology systems. This agreement would replace our current contracts for body-worn cameras, in-car camera systems, and conducted electrical weapons (Tasers), while also introducing a modern, fully integrated license plate recognition (LPR) system.

### Current Contracts and Costs

The Police Department is currently operating under separate Axon agreements for the following equipment:

- Body-Worn Cameras (BWC 3) and Taser 7  
Three years remaining at an annual cost of **\$36,170.16**
- Fleet 3 In-Car Camera Systems  
Four years remaining at an annual cost of **\$11,200.00**

The combined annual cost of these systems is **\$47,370.16**, with new contract negotiations required within three years. Based on historical trends, pricing increases of approximately 15% are anticipated at renewal.

### Proposed Axon 10-Year Contract

Under the proposed agreement, the department would transition to the following upgraded systems:

- Body-Worn Cameras (BWC 4)
- Fleet 3 Advanced In-Car Camera Systems
- Taser 10
- Axon Outpost License Plate Recognition (LPR) System



## Manalapan Police Department

The contract also expands deployed equipment to meet current and future operational needs:

- In-car cameras increase from **6 to 15**
- Body-worn cameras increase from **15 to 17**

The projected cost is **\$76,098.62** for the first year and **\$108,270.77** annually for the remaining nine years. This pricing includes the Axon Outpost LPR system at an annual cost of **\$17,973.02**.

If LPR cameras are excluded, the annual cost would be \$90,297.75, representing a net increase of **\$42,927.59** for body-worn cameras, in-car cameras, and Tasers. This increase was anticipated and budgeted for in the FY 2025–2026 fiscal year as part of planned equipment and staffing enhancements.

A key benefit of this agreement is long-term price protection for ten years, allowing for predictable budgeting and eliminating future contract renegotiations.

### Enhanced Capabilities and Technology Improvements

The proposed Axon systems provide significant operational and administrative advantages, including:

- Real-time language translation in over 100 languages through BWC 4, improving officer communication with non-English-speaking residents and visitors
- Integrated LPR capability within Fleet 3 Advanced in-car systems, expanding mobile detection and investigative reach
- AI-powered video and evidence redaction tools, significantly reducing staff time and cost associated with public records requests while ensuring compliance with privacy laws
- Fully integrated digital evidence management, allowing seamless sharing, review, and long-term retention across all platforms

### Scheduled Equipment Refresh and Technology Updates

The ten-year contract ensures the department remains current with industry-leading technology through scheduled refreshes at no additional cost:



## Manalapan Police Department

- Tasers replaced every 5 years
- Body-worn cameras and related hardware replaced every 2.5 years
- In-car camera systems replaced every 5 years
- Axon Outpost LPR cameras replaced every 5 years

This refresh cycle guarantees reliable, supported, and modern equipment throughout the life of the contract.

### License Plate Recognition (LPR) – Axon Outpost

The proposed agreement includes six fixed Axon Outpost LPR cameras, replacing the department's existing Insight system, which is over ten years old. One of the current cameras is non-operational, and the system is obsolete due to its inability to integrate modern hotlists, including stolen vehicles, stolen license plates, felony vehicles, and BOLO alerts.

Under the Axon contract:

- Total 10-year LPR cost: **\$202,091.66**
- Annual cost: **\$22,361.46** in year one, followed by **\$17,973.02** annually for the remaining nine years

The system provides real-time alerts, advanced analytics, and significantly enhanced investigative capabilities.

### Comparison with Other LPR Vendors

Several alternative LPR vendors were reviewed:

- Veted Security Solutions: Approximately \$100,000 for installation and first year, with a recurring annual cost of \$4,800; no long-term price guarantees; five-year camera warranty; utilizes Avigilon Control Center software
- Motorola: Similar pricing structure with no long-term price protection; also utilizes Avigilon Control Center software
- Flock Safety: \$3,500 per camera per year (\$21,000 annually for six cameras), excluding installation and poles; limited to a three-year contract



## **Manalapan Police Department**

In November 2024, the Town entered into a contract with Flock Safety for six LPR cameras. However, by March 2025 installation timelines had not been established, and required FDOT permits had not been initiated. As a result, the contract was cancelled, and the Town received a full refund by July 2025.

While some alternatives may appear less costly initially, none provide Axon's long-term price stability, scheduled technology refreshes, integrated evidence ecosystem, or unified platform.

### **Conclusion**

The proposed ten-year Axon contract represents a fiscally responsible, forward-looking investment in public safety. It replaces outdated systems, expands departmental coverage, modernizes critical technology, and provides predictable costs for the Township while enhancing transparency, accountability, and officer effectiveness.

I respectfully request the Commissioners' approval to proceed with this agreement. I am available to answer any questions or provide additional documentation as needed.



Manalapan Police Department – Florida  
 Chief Jeff Rasor

**New proposed Axon program:**

(15) OSP 10, (8) F3 Advanced & (7) F3 Advanced Renewal, (6) Outpost ALPR Cameras, Redaction Assistant and AI Assistant

Total contract cost: \$1,072,897.01

**Cost savings breakdown:**

	<b>New program list price</b>	<b>Your program cost</b>
<b>Officer Safety Plan 10</b> TASER 10 w/ refresh at 5yrs, BWC Hardware & refreshes every 2.5yrs, pro licenses, unlimited evidence storage	(15) OSP 10 = \$475,434.00	\$380,350.10  <b>Total savings: \$95,083.90</b>
<b>Fleet 3 ADV</b> in-car camera systems with ALPR, hardware refreshes every 5 yrs	(8) F3 ADV + (7) F3 ADV Renewal = \$415,081.20	\$382,557.60  <b>Total savings: \$32,523.60</b>
<b>Outpost</b> stationary ALPR cameras with hardware refreshes every 5 yrs	(6) Outpost + TAP + ADV install = \$240,841.44	\$223,914.96  <b>Total savings: \$16,926.48</b>
<b>Axon AI Assistant (Real-Time Translation)</b> real-time translation through BWC	17 users for 120 months = \$74,154	\$11,816.70  <b>Total savings: \$62,337.30</b>
<b>Redaction Assistant</b> AI redaction within Evidence.com	17 users for 120 months = \$24,724.80	\$0  <b>Total savings: \$24,724.80</b>
<b>Pro Licenses</b>	2 pro licenses for 120 months = \$13,084.80	\$0  <b>Total savings: \$13,084.80</b>
100% discount on several Axon professional services	2 day T10 instructor course = \$2,900  Axon Fleet 3 – Services – ALPR API Integration = \$3,000	\$0  <b>Total savings: \$5,900</b>



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-787281-46029KG**

Issued: 01/07/2026

Quote Expiration: 01/31/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 151026

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Manalapan Police Dept. 600 S Ocean Blvd Lantana, FL 33462-3321 USA	Manalapan Police Dept. 600 S Ocean Blvd Lantana FL 33462-3321 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kathryn Geen Phone: 5856985027 Email: kgeen@axon.com Fax:	Jeffrey Rasor Phone: (561) 383-2550 Email: jrasor@manalapan.org Fax: (860) 378-1605

**Quote Summary**

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$1,072,897.01</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,072,897.01</b>

**Discount Summary**

Average Savings Per Year	\$41,312.41
<b>TOTAL SAVINGS</b>	<b>\$413,124.13</b>

# Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$76,098.62	\$0.00	\$76,098.62
Apr 2026	\$22,361.46	\$0.00	\$22,361.46
Nov 2026	\$108,270.77	\$0.00	\$108,270.77
Nov 2027	\$108,270.77	\$0.00	\$108,270.77
Nov 2028	\$108,270.77	\$0.00	\$108,270.77
Nov 2029	\$108,270.77	\$0.00	\$108,270.77
Nov 2030	\$108,270.77	\$0.00	\$108,270.77
Nov 2031	\$108,270.77	\$0.00	\$108,270.77
Nov 2032	\$108,270.77	\$0.00	\$108,270.77
Nov 2033	\$108,270.77	\$0.00	\$108,270.77
Nov 2034	\$108,270.77	\$0.00	\$108,270.77
<b>Total</b>	<b>\$1,072,897.01</b>	<b>\$0.00</b>	<b>\$1,072,897.01</b>

**TOWN OF MANALAPAN**  
**AGREEMENT FOR THE PURCHASE OF**  
**AXON EQUIPMENT & SERVICES**

THIS AGREEMENT FOR THE PURCHASE OF AXON EQUIPMENT & SERVICES is entered into and effective this \_\_\_\_ day of January, 2026 (the “Effective Date”), by and between the TOWN OF MANALAPAN, a Florida municipal corporation with offices located at 600 South Ocean Boulevard, Manalapan, FL 33462, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Town”; and Axon Enterprise, INC, a corporation registered to do business in the State of Florida with principal offices located at 17800 N 85<sup>th</sup> St, Scottsdale Arizona, 85255 hereinafter the “Seller” and collectively with the Town, the “Parties”.

**WITNESSETH**

The Town and the Seller, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **DESCRIPTION OF GOODS:** The Parties hereby agree to enter into this Agreement whereby the Seller shall transfer and deliver to the Town, and the Town shall accept, the Axon Equipment and services detailed in Axon Quote Q-787281-46029KG attached hereto and fully incorporated as “**Exhibit A**” hereinafter the “Goods,” pursuant to all applicable statutory, licensing and Town code requirements. The Parties agree to enter into this Agreement pursuant to the Quotation attached hereto as **Exhibit “A”**, and the Axon Master Services Agreement attached hereto as **Exhibit “B”** which is hereby fully incorporated into this Agreement. Seller hereby agrees and acknowledges that the Goods must fully conform to this Agreement and that no substitutions will be permitted in the Goods or their materials for how they are described in this Agreement. Failure of the Seller to adhere to any portion of this Agreement, including but not limited to the quantity, quality, or materials of the Goods used shall constitute a fundamental breach under this Agreement.

2. **COMPENSATION:** In consideration for the Goods described in greater detail above, pricing shall be pursuant to the prices provided in the quotation found in **Exhibit “A”**. In consideration for the above-described Goods, the Town shall pay the Seller a total amount not to

exceed (\$1,072,897.01). Payment shall be made via the payment schedule detailed within **Exhibit “A”**. The goods shall be delivered in a manner and location acceptable to the Town on or before the dates provided in **Exhibit “A”** the “Performance Dates”.

3. **DELIVERY; RISK OF LOSS:** The Seller shall deliver the Goods by the performance dates outlined under **Exhibit “A”** FOB (Free on Board) Destination. The Town shall have the right to change the date of delivery with thirty days (30) written notice. The Parties mutually agree that time is of the essence. The Seller assumes responsibility for the Goods, and all risk of damage, loss, or delay of the Goods until the Goods are delivered to or collected by the Town. Once the Goods have been delivered to or collected by the Town, the Town assumes all responsibility for and risk of damage to such Goods.

4. **RIGHT TO INSPECTION:** The Town shall have the right to inspect the Goods upon their delivery. If the Goods fail to conform to the specifications of this Agreement, the Town shall have thirty (30) days to inform the Seller of any defect or other nonconformity found within the Goods. Notice of nonconformity may be made in accordance with Section 5 of this Agreement or through another method agreed upon by the Parties. Upon the Seller’s receipt of a notice of nonconformity, the Seller shall have thirty (30) days to cure said nonconformity. If the Seller fails to cure within said time, the Seller shall be considered in default and the Town shall have the right to terminate this Agreement pursuant to Section 5. and shall have the right to any other legal or equitable remedy available. Any goods which are not rejected as defective or non-functional within thirty (30) days of delivery shall be deemed accepted by the Town.

6. **TERMINATION; NOTICE:** This agreement terminates upon the delivery and acceptance of all eligible goods and completion of all eligible services in accordance with the contract requirements. No renewals, extensions, or additional charges shall accrue under this agreement unless effectuated in writing by both parties. Notice under this agreement shall be considered sufficient when sent by certified mail or hand-delivered to the Parties during regular business hours at the following addresses:

Town	Seller
Town of Manalapan 600 South Ocean Boulevard Manalapan, 33462 Attn: Town Manager	Axon Enterprises, Inc. 17800 N 85 <sup>th</sup> St. Attn: Legal Scottsdale, Arizona 85255

7. **INSURANCE:** The Seller shall provide proof of insurance in connection with the shipment of the Goods in such amounts as listed on Seller’s Certificate of Insurance. The Seller shall also name the Town as an “additional insured” on the liability portion of the insurance policy.

8. **INDEMNIFICATION:** The Seller shall at all times indemnify, defend and hold harmless the Town, its agents, servants, and employees, from and against any third-party claim, demand, or cause of action of whatsoever kind or nature, arising out of error, willful omission, negligent act, or misconduct of the Seller, its agents, servants, or employees in the delivery of the Goods under this Agreement. Notwithstanding the foregoing, Seller shall have no obligation to indemnify, defend, or hold harmless the Town for any claim to the extent arising from the negligence, gross negligence, or willful misconduct of the Town or its agents, servants, or employees. Nothing contained in this provision shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

9. **WARRANTIES AND REPRESENTATIONS:** The Seller hereby warrants and represents to the Town that:

- (a) The Seller has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) The Seller is the true and lawful owner of the Goods conveyed by this Agreement and has full power to convey such goods, and the title so conveyed is free, clear, and unencumbered; and
- (c) The Goods delivered pursuant to this Agreement are merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.
- (d) The Seller shall provide a warranty for the goods as outlined in Sellers Master Services and Purchasing Agreement attached hereto as **Exhibit “B”** attached hereto and incorporated herein. If no warranty is specified then the Goods delivered pursuant to

this Agreement will, under normal use, be free from defects in material and workmanship and function properly for a reasonable time, but no less than 365 days.

10. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Seller certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

11. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts, and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

12. **E-VERIFY ELIGIBILITY:** The Seller warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Seller shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers, and (2) verify that all of the Seller's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Seller shall obtain from each of its sub-consultants an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Seller shall maintain a copy of any such affidavit from a sub-consultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period. The Town shall terminate this Agreement if it has a good faith belief that the Seller has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Seller has a good faith belief that the Seller's subconsultant has knowingly violated

Section 448.09(1), *Florida Statutes*, as may be amended, the Town shall notify the Seller to terminate its contract with the sub-consultant and the Seller shall immediately terminate its contract with the sub-consultant. In the event of such contract termination, the Seller shall be liable for any additional costs incurred by the Town as a result of the termination.

**13. SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Seller certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes* and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Seller is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Seller has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Seller is engaged in a boycott of Israel. For Contracts over \$1M, the Seller certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Seller further certifies that it is not engaged in a boycott of Israel and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Town may terminate this Agreement at the Town's option if the Seller is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Seller has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Town may terminate this Agreement at the Town's option if the Seller is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

**14. ATTORNEY'S FEES:** In the event, a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

**15. FORCE MAJEURE:** The Seller shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Seller or its subcontractors and without their fault or negligence. Such causes include but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

**16. CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed

in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard 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.

**17. AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The Seller shall not transfer or assign the provision of the Goods called for in this Agreement without the prior written consent of the Town.

**18. PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Seller must keep and maintain this Agreement and any other records associated therewith and that are associated with the delivery of the Goods as described above. Upon request from the Town's custodian of public records, the Seller must provide the Town with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Seller who fails to provide the public records to the Town, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Seller shall ensure that any exempt or confidential records associated with this Agreement or associated with the delivery of the Goods contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Seller does not transfer the records to the Town. Finally, upon completion of the Agreement, the Seller shall transfer, at no cost to the Town, all public records in possession of the Seller, or keep and maintain public records required by the Town. If the Seller transfers all public records to the Town upon completion of the Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the Agreement, the Seller shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the Town's information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE**

**APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 383-2541, OR AT [epetersen@manalapan.org](mailto:epetersen@manalapan.org), OR AT 600 SOUTH OCEAN BOULEVARD, MANALAPAN, FLORIDA 33462.**

19. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting, or enforcing this Agreement.

20. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

21. **WAIVER:** No waiver by the Town of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Seller of the same, or any other provision or the enforcement hereof. The Town's consent to or approval of any act requiring the Town's consent or approval of any act by the Seller shall not be deemed to render unnecessary the obtaining of the Town's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

22. **CONFLICTS:** In the event of any conflict between the terms of this agreement and any exhibits thereto this agreement shall prevail.

23. **ENTIRE AGREEMENT:** This eight-page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement.

24. **AUTHORITY TO OBLIGATE:** Each person signing this agreement on behalf of either Party individually warrants that he or she has the full legal power to execute this agreement on behalf of the Party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

Natalie [Signature]

**AXON ENTERPRISE, INC.**

[Signature]

By (Print): Robert E. Driscoll, Jr.

[Signature]

(Corporate Seal)



**TOWN OF MANALAPAN**

ATTEST:

Eric Marmer  
Town Manager

(Seal)

Erika Petersen  
Town Clerk

# Exhibit A

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-787281-46029KG

Issued: 01/07/2026

Quote Expiration: 01/31/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 151026

Payment Terms: N30

Mode of Delivery: UFS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Manalapan Police Dept. 600 S Ocean Blvd Lantana, FL 33462-3321 USA	Manalapan Police Dept. 600 S Ocean Blvd Lantana FL 33462-3321 USA Email:	Kathryn Geen Phone: 5856985027 Email: kgeen@axon.com Fax:	Jeffrey Rasor Phone: (561) 383-2550 Email: jrasor@manalapan.org Fax: (860) 378-1605

## Quote Summary

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$1,072,897.01</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,072,897.01</b>

## Discount Summary

Average Savings Per Year	\$41,312.41
<b>TOTAL SAVINGS</b>	<b>\$413,124.13</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Mar 2026	\$76,098.62	\$0.00	\$76,098.62
Apr 2026	\$22,361.46	\$0.00	\$22,361.46
Nov 2026	\$108,270.77	\$0.00	\$108,270.77
Nov 2027	\$108,270.77	\$0.00	\$108,270.77
Nov 2028	\$108,270.77	\$0.00	\$108,270.77
Nov 2029	\$108,270.77	\$0.00	\$108,270.77
Nov 2030	\$108,270.77	\$0.00	\$108,270.77
Nov 2031	\$108,270.77	\$0.00	\$108,270.77
Nov 2032	\$108,270.77	\$0.00	\$108,270.77
Nov 2033	\$108,270.77	\$0.00	\$108,270.77
Nov 2034	\$108,270.77	\$0.00	\$108,270.77
<b>Total</b>	<b>\$1,072,897.01</b>	<b>\$0.00</b>	<b>\$1,072,897.01</b>

Quote Unbundled Price: \$1,485,989.36  
 Quote List Price: \$1,265,525.84  
 Quote Subtotal: \$1,072,897.01

**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>									
102182	OUTPOST BUNDLE TRUE-UP	6	1		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$9,135.05	\$9,135.05	\$0.00	\$9,135.05
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$50,132.20	\$50,132.20	\$0.00	\$50,132.20
Fleet&A10Yr	Fleet 3 Advanced 10 Year	8	120	\$275.47	\$248.53	\$238.11	\$228,585.60	\$0.00	\$228,585.60
M00049	OFFICER SAFETY PLAN T10	15	120	\$351.05	\$264.13	\$211.31	\$380,350.10	\$0.00	\$380,350.10
BWC&mTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	120	\$52.45	\$37.46	\$37.46	\$8,990.40	\$0.00	\$8,990.40
B00076	OUTPOST TAP PLAN	6	119	\$333.64	\$316.96	\$293.86	\$209,814.96	\$0.00	\$209,814.96
Fleet&ARe	Fleet 3 Advanced Renewal	7	60	\$202.36	\$189.57	\$135.95	\$57,099.00	\$0.00	\$57,099.00
Fleet&ARe	Fleet 3 Advanced Renewal	7	60	\$230.68	\$189.57	\$230.65	\$96,873.00	\$0.00	\$96,873.00
<b>A la Carte Hardware</b>									
102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6			\$72.00	\$0.00	\$0.00	\$0.00	\$0.00
102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3			\$100.00	\$100.00	\$300.00	\$0.00	\$300.00
102654	AXON OUTPOST - POLE - MASH	3			\$2,100.00	\$2,100.00	\$6,300.00	\$0.00	\$6,300.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	15			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	2			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	120		\$12.12	\$0.00	\$0.00	\$0.00	\$0.00
102011	AXON AI ASSISTANT Pro License Bundle	17	120		\$36.35	\$5.79	\$11,816.70	\$0.00	\$11,816.70
Pro License	Pro License Bundle	2	120		\$54.52	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,900.00	\$0.00	\$0.00	\$0.00	\$0.00
102531	PSO VIRTUAL TRAINING	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1			\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3			\$2,500.00	\$2,500.00	\$7,500.00	\$0.00	\$7,500.00
<b>Total</b>							<b>\$1,072,897.01</b>	<b>\$0.00</b>	<b>\$1,072,897.01</b>

# Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	3	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	3	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	17	1	03/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	17	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	3	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	03/01/2026
Fleet 3 Advanced 10 Year	101926	AXON FLEET - TAGGLAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	8	1	03/01/2026
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	8	1	03/01/2026
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	8	1	03/01/2026
OFFICER SAFETY PLAN T10	100122	AXON VR - HEADSET - BATTERY	1	1	03/01/2026
OFFICER SAFETY PLAN T10	100126	AXON VR - TACTICAL BAG	1	1	03/01/2026
OFFICER SAFETY PLAN T10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	15	1	03/01/2026
OFFICER SAFETY PLAN T10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	03/01/2026
OFFICER SAFETY PLAN T10	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	1	03/01/2026
OFFICER SAFETY PLAN T10	100399	AXON TASER 10 - CARTRIDGE - LIVE	230	1	03/01/2026
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	03/01/2026
OFFICER SAFETY PLAN T10	100401	AXON TASER 10 - CARTRIDGE - INERT	150	1	03/01/2026
OFFICER SAFETY PLAN T10	100591	AXON TASER - CLEANING KIT	1	1	03/01/2026
OFFICER SAFETY PLAN T10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	15	1	03/01/2026
OFFICER SAFETY PLAN T10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	03/01/2026
OFFICER SAFETY PLAN T10	100748	AXON VR - CONTROLLER - TASER 10	1	1	03/01/2026
OFFICER SAFETY PLAN T10	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	1	1	03/01/2026
OFFICER SAFETY PLAN T10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	03/01/2026
OFFICER SAFETY PLAN T10	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	03/01/2026
OFFICER SAFETY PLAN T10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	03/01/2026
OFFICER SAFETY PLAN T10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	03/01/2026
OFFICER SAFETY PLAN T10	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	03/01/2026
OFFICER SAFETY PLAN T10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	15	1	03/01/2026
OFFICER SAFETY PLAN T10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	1	03/01/2026
OFFICER SAFETY PLAN T10	101886	SIGNAL SENSOR	15	1	03/01/2026
OFFICER SAFETY PLAN T10	101889	AXON SIGNAL - BATTERY - CR2032	15	1	03/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	03/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	15	1	03/01/2026
OFFICER SAFETY PLAN T10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2026
OFFICER SAFETY PLAN T10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2026
OFFICER SAFETY PLAN T10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2026
OFFICER SAFETY PLAN T10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	03/01/2026
OFFICER SAFETY PLAN T10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5	1	1	03/01/2026

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		IN			
OUTPOST TAP PLAN	102032	AXON OUTPOST - CAMERA	6	1	04/01/2026
OUTPOST TAP PLAN	102487	AXON OUTPOST - SOLAR PANEL - 50W	6	1	04/01/2026
OUTPOST TAP PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	3	1	04/01/2026
OUTPOST TAP PLAN	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	6	1	04/01/2026
OUTPOST TAP PLAN	102552	AXON OUTPOST - POLE - STANDARD	3	1	04/01/2026
OUTPOST TAP PLAN	102737	AXON OUTPOST - STANDARD HARDWARE KIT	6	1	04/01/2026
A la Carte	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	1	04/01/2026
A la Carte	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	1	04/01/2026
A la Carte	102654	AXON OUTPOST - POLE - MASH	3	1	04/01/2026
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	03/01/2027
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	03/01/2028
Body Worn Camera TAP 10 Year Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	2	1	09/01/2028
OFFICER SAFETY PLAN T10	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	09/01/2028
OFFICER SAFETY PLAN T10	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	09/01/2028
OFFICER SAFETY PLAN T10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	15	1	09/01/2028
OFFICER SAFETY PLAN T10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	09/01/2028
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	03/01/2029
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	03/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	7	1	02/15/2031
Body Worn Camera TAP 10 Year Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	2	1	03/01/2031
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	8	1	03/01/2031
OFFICER SAFETY PLAN T10	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	1	1	03/01/2031
OFFICER SAFETY PLAN T10	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	03/01/2031
OFFICER SAFETY PLAN T10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	15	1	03/01/2031
OFFICER SAFETY PLAN T10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	03/01/2031
OUTPOST TAP PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	6	1	04/01/2031
OUTPOST TAP PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	6	1	04/01/2031
OFFICER SAFETY PLAN T10	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	15	1	09/01/2031
Body Worn Camera TAP 10 Year Bundle	73345	AXON BODY - TAP REFRESH 3 - CAMERA	2	1	09/01/2033
OFFICER SAFETY PLAN T10	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	1	1	09/01/2033
OFFICER SAFETY PLAN T10	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	09/01/2033
OFFICER SAFETY PLAN T10	73345	AXON BODY - TAP REFRESH 3 - CAMERA	15	1	09/01/2033
OFFICER SAFETY PLAN T10	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	2	1	09/01/2033
Body Worn Camera TAP 10 Year Bundle	73346	AXON BODY - TAP REFRESH 4 - CAMERA	2	1	03/01/2036
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	8	1	03/01/2036
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	7	1	03/01/2036
OFFICER SAFETY PLAN T10	73346	AXON BODY - TAP REFRESH 4 - CAMERA	15	1	03/01/2036
OFFICER SAFETY PLAN T10	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	2	1	03/01/2036
OUTPOST TAP PLAN	102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	6	1	03/01/2036
OUTPOST TAP PLAN	102813	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE EXTENDED	6	1	03/01/2036

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	8	04/01/2026	03/31/2036
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	8	04/01/2026	03/31/2036

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80402	AXON FLEET 3 - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	8	04/01/2026	03/31/2036
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	16	04/01/2026	03/31/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	7	04/01/2026	03/31/2031
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	7	04/01/2026	03/31/2031
Fleet 3 Advanced Renewal	80402	AXON FLEET 3 - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	7	04/01/2026	03/31/2031
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	14	04/01/2026	03/31/2031
OFFICER SAFETY PLAN T10	101180	AXON TASER - DATA SCIENCE PROGRAM	15	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	20248	AXON TASER - EVIDENCE.COM LICENSE	15	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	20370	AXON VR - USER ACCESS - FULL VR	15	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	73638	AXON STANDARDS - LICENSE	15	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	04/01/2026	03/31/2036
OFFICER SAFETY PLAN T10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	04/01/2026	03/31/2036
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	04/01/2026	03/31/2036
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	04/01/2026	03/31/2036
A la Carte	102011	AXON AI ASSISTANT	17	04/01/2026	03/31/2036
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	04/01/2026	03/31/2036
OUTPOST TAP PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	6	05/01/2026	03/31/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	7	04/01/2031	03/31/2036
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	7	04/01/2031	03/31/2036
Fleet 3 Advanced Renewal	80402	AXON FLEET 3 - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	7	04/01/2031	03/31/2036
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	14	04/01/2031	03/31/2036

## Services

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	8		
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	8		
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	7		
OFFICER SAFETY PLAN T10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	15		
OFFICER SAFETY PLAN T10	101193	AXON TASER - ON DEMAND CERTIFICATION	15		
OUTPOST TAP PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	3		
OUTPOST TAP PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	6		
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1		
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1		
A la Carte	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3		
A la Carte	102531	PSO VIRTUAL TRAINING	1		
A la Carte	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1		

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	7	04/01/2026	03/31/2031
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	03/01/2027	03/31/2036
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	8	03/01/2027	03/31/2036
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	8	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	100197	AXON VR - EXT WARRANTY - HEADSET	1	03/01/2027	03/31/2036

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	15	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	15	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	15	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	80464	AXON BODY - TAP WARRANTY - CAMERA	15	03/01/2027	03/31/2036
OFFICER SAFETY PLAN T10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	03/01/2027	03/31/2036
OUTPOST TAP PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	6	04/01/2027	03/31/2036
OUTPOST TAP PLAN	102137	AXON OUTPOST - MAINTENANCE	6	04/01/2027	03/31/2036
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	7	04/01/2031	03/31/2036

### Shipping Locations

Location Number	Street	City	State	Zip	Country
1	600 S Ocean Blvd	Lantana	FL	33462-3321	USA
1	600 S Ocean Blvd	Lantana	FL	33462-3321	USA
1	600 S Ocean Blvd	Lantana	FL	33462-3321	USA

### Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$50,132.20	\$0.00	\$50,132.20
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$9,135.05	\$0.00	\$9,135.05
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	102011	AXON AI ASSISTANT	17	\$251.76	\$0.00	\$251.76
Year 1	102531	PSO VIRTUAL TRAINING	1	\$53.26	\$0.00	\$53.26
Year 1	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$6.39	\$0.00	\$6.39
Year 1	102605	VR INSTRUCTOR CERTIFICATION - IMPLEMENTATION (INSIDE SALES)	1	\$74.57	\$0.00	\$74.57
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$191.54	\$0.00	\$191.54
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$4,870.04	\$0.00	\$4,870.04
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$1,216.50	\$0.00	\$1,216.50
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$2,063.90	\$0.00	\$2,063.90
Year 1	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	M00049	OFFICER SAFETY PLAN T10	15	\$8,103.41	\$0.00	\$8,103.41
Year 1	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$76,098.62</b>	<b>\$0.00</b>	<b>\$76,098.62</b>

### Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 1 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 1 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 1 - Outpost	B00076	OUTPOST TAP PLAN	6	\$20,981.46	\$0.00	\$20,981.46
Invoice Upon Fulfillment	M00049	OFFICER SAFETY PLAN T10	15	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$22,361.46</b>	<b>\$0.00</b>	<b>\$22,361.46</b>

### Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 2 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 2 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00

**Nov 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 2 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 2 - Outpost	800076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 2	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 2	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 2	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 2	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 2	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 3 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 3 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 3 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 3 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 3 - Outpost	800076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 3	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 3	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 3	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 3	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 3	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 4 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 4 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 4 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00

**Nov 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4 - Outpost	102654	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	3	\$630.00	\$0.00	\$630.00
Annual Payment 4 - Outpost	B00076	AXON OUTPOST - POLE - MASH	6	\$20,981.50	\$0.00	\$20,981.50
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 4	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 4	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 4	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 4	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 4	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 5 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 5 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 5 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 5 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 5 - Outpost	B00076	AXON OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 5	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 5	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 5	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 5	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 5	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 6 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 6 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 6 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 6 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00

**Nov 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6 - Outpost	B00076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 6	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 6	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 6	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 6	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 6	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 6	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 6	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 6	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2031**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 7 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 7 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 7 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 7 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 7 - Outpost	B00076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 7	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 7	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 7	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 7	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 7	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 7	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 7	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 7	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2032**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 8 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 8 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 8 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 8 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 8 - Outpost	B00076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50

**Nov 2032**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 8	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 8	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 8	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 8	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 8	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.27	\$0.00	\$24,857.27
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.17	\$0.00	\$6,209.17
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.34	\$0.00	\$10,534.34
Year 8	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 8	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 8	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 8	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2033**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 9 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 9 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 9 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 9 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 9 - Outpost	B00076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 9	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 9	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 9	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 9	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 9	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.30	\$0.00	\$24,857.30
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.33	\$0.00	\$10,534.33
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.15	\$0.00	\$6,209.15
Year 9	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 9	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 9	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 9	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**Nov 2034**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10 - Outpost	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 10 - Outpost	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	6	\$0.00	\$0.00	\$0.00
Annual Payment 10 - Outpost	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	3	\$750.00	\$0.00	\$750.00
Annual Payment 10 - Outpost	102182	OUTPOST BUNDLE TRUE-UP	6	\$0.00	\$0.00	\$0.00
Annual Payment 10 - Outpost	102654	AXON OUTPOST - POLE - MASH	3	\$630.00	\$0.00	\$630.00
Annual Payment 10 - Outpost	B00076	OUTPOST TAP PLAN	6	\$20,981.50	\$0.00	\$20,981.50
Year 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00

**Nov 2034**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	102011	AXON AI ASSISTANT	17	\$1,284.99	\$0.00	\$1,284.99
Year 10	102531	PSO VIRTUAL TRAINING	1	\$271.86	\$0.00	\$271.86
Year 10	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	3	\$32.62	\$0.00	\$32.62
Year 10	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$380.60	\$0.00	\$380.60
Year 10	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	\$0.00	\$0.00	\$0.00
Year 10	BW/CamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	2	\$977.64	\$0.00	\$977.64
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	8	\$24,857.30	\$0.00	\$24,857.30
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$10,534.33	\$0.00	\$10,534.33
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	7	\$6,209.15	\$0.00	\$6,209.15
Year 10	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 10	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 10	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 10	M00049	OFFICER SAFETY PLAN T10	15	\$41,360.78	\$0.00	\$41,360.78
Year 10	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$108,270.77</b>	<b>\$0.00</b>	<b>\$108,270.77</b>

**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.**

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

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

Q-482287, Q-482814, Q-519539, Q-524957, Q-730916, Q-765458,

Agency is terminating those contracts effective 4/1/2026. 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.

The parties agree that Axon is applying a Transfer Balance of \$59,267.25

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.

1/7/2026





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, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service 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 subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 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 will automatically renew for an additional 5 year 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 return 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.
- 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.

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**Axon Cloud Services Terms of Use Appendix**

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**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 of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary
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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.** 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. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 8.1. **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.
- 8.2. **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 assigns 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.

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.
15. **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.
16. **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.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 17.2. 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;
  - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 17.6. 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
  - 17.7. 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.
18. **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.
19. **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.
20. **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.
21. **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.

## 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. Scope and Usage.

- 2.1. **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.
- 2.2. **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.
- 2.3. **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:
  - 2.3.1. **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).
  - 2.3.2. **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.
  - 2.3.3. **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.

### 3. Axon Responsibilities.

- 3.1. **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.
- 3.2. **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.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **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.

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#### 4. Customer Responsibilities.

- 4.1. **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.
- 4.2. **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.
- 4.3. **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.

#### 5. 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:

- 5.1. **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.
- 5.2. **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.
- 5.3. **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.

#### 6. 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.

#### 7. 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.

#### 8. Auto-Transcribe. This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **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.
- 8.2. **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.

#### 9. Amendments. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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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><u>Implementation document packet</u></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</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Customer</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's 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.**

- 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.
- 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>1. Public Defender Case Sharing</li> <li>2. Disclosure Portal</li> <li>3. 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>

12. **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.
13. **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.
14. **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.
15. **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.
16. **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 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.

**Technology Assurance Plan Appendix**

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

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **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.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **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.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock 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.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC 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.
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.

**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 and OSP 10 Plus Premium purchase 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 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: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 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: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 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: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
  - 3.7. **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. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial 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.



<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
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 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.

## 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:

- 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.

### 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.



## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** RA. b.ii.

**Agenda Item Name:** **RES 01-2026** Updated Fee Schedule

### **BACKGROUND:**

This agenda item proposes updates to the Town's ARCOM fees and building permit fees, which have not been revised since 2010. The proposed increases are intended to better reflect current administrative, operational, and regulatory costs associated with processing applications and issuing permits. Updating these fee schedules will help ensure the Town can continue to provide efficient and reliable services while maintaining appropriate cost recovery for these activities.

### **MOTION:**

- Move to approve/disapprove Resolution RES 01-2026 Updated Fee Schedule.

### **ATTACHMENTS:**

- RES 01-2026 Updated Fee Schedule

**RESOLUTION NO. 01-2026**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, REPEALING ANY AND ALL PREVIOUSLY ADOPTED SCHEDULES OF RATES, FEES AND CHARGES AND ADOPTING A NEW CONSOLIDATED SCHEDULE OF RATES, FEES AND CHARGES FOR VARIOUS SERVICES RENDERED BY THE TOWN OF MANALAPAN FOR ITS CITIZENS AND OTHER MEMBERS OF THE PUBLIC INCLUDING UTILITY FEES AND CHARGES; PROVIDING THAT THIS CONSOLIDATED SCHEDULE OF RATES, FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, The Town Commission of the Town of Manalapan, Florida, (the "Town") desires to repeal and readopt an amended and consolidated schedule of rates, fees and charges relating to various services rendered by Town Government for the citizens of the Town of Manalapan and for other members of the public; and

**WHEREAS** the Town Commission desires to incorporate all fees and charges assessed into one comprehensive fee schedule; and

**WHEREAS** the Town Commission desires to make certain the schedule of rates, fees and charges is available for inspection such that any member of the public may be aware of the cost of each, and every service provided by the Town of Manalapan.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA:**

**Section 1:** The Town Commission of the Town of Manalapan hereby officially adopts the updated and consolidated schedule of rates, fees and charges attached hereto as Exhibit "A" and made a part hereof as is fully set forth herein.

**Section 2:** This Resolution specifically supersedes and repeals any and all other consolidated fee schedules and/or utility department service rate, fee, charge, and/or surcharge schedules previously adopted.

**Section 3:** This duly adopted schedule of rates, fees and charges shall be available at the Town Hall for inspection by the public during normal business hours.

**Section 4:** This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of January 2026.

TOWN OF MANALAPAN

---

John Deese, MAYOR

ATTEST:

(Seal)

---

Erika Petersen, TOWN CLERK

**Exhibit A**  
**Town of Manalapan**

**Rates, Fees, and Charges Schedule**

**A. PLANNING AND ZONING APPLICATION FEES AND CHARGES**

1.	Application fee for variance.....	\$2,000.00
2.	Application fee for special exception.....	\$1000.00
3.	Application fee for site plan review.....	\$1000.00
4.	Application fee for zoning text and/or map amendment.....	\$2,500.00
5.	Application fee for comprehensive plan amendment.....	\$2,500.00
6.	Application fee for Planned Unit Development or PUD Amendment.....	\$1,500.00
7.	Application fee for paver agreement.....	\$500.00
8.	Application fee for MMOA (Maintenance Memorandum of Agreement) .....	\$500.00
9.	Application fee for ARCOM review Level I.....	\$450.00
10.	Application fee for ARCOM review Level II.....	\$850.00
11.	Application fee for ARCOM review Level III.....	\$1,800.00
12.	Application fee for ARCOM review Level IV.....	\$2,500.00
13.	Application fee for Vegetation Removal or Trimming and Pruning Permit .	\$150.00
14.	Proportionate Fair Share Program (app. Review per §150-20) .....	\$750.00

Projects requiring extensive review or involving multiple correction-request, resubmittals will be subject to an additional fee of \$100.00 per hour, billed in 30-minute increments, in addition to the base fee listed above.

**B. BUILDING PERMIT FEES**

The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total replacement value of work, including materials and labor, for which the permit is being applied, such as structural, electrical, gas, mechanical, plumbing equipment, interior finish, related site work, architectural and design fees, marketing costs, overhead, and profit, excluding only land value. Building Permit Fee includes permit processing, building plan review and inspections excluding re-inspections and Zoning review.

The following fees are cumulative for all projects requiring a building permit:

1.	Standard Building Permit fee - per valuation of project up to and including \$2,750.00 - \$250.00 plus 2.7% per valuation of the project from \$2,750.01 up to and including \$2,500,000.00 plus 2.0% - per valuation of project over \$2,500,000.00	
2.	Minimum Permit fee .....	\$250.00
3.	Sub-permit fee .....	\$75.00
4.	Enforcement and Maintenance of Traffic by Police Department Associated with Construction of the Tunnel when required by FDOT, Town manager, Police Chief or Building Official.	

Surety (refundable deposit), to be paid prior to issuance of the building permit, per Town Ordinance 395, §151.581(F): ..... \$44,800.00

- 5. Plan Revision Base Fee..... \$100.00  
plus, per plan sheet, page, or attachment page fee..... \$20.00
- 6. Change of Contractor .....\$75.00
- 7. Zoning Review Fee:  
  
New Construction (Residential and Commercial), Addition and  
Tunnels..... \$550.00  
Other Residential Improvements including landscaping..... \$275.00  
Commercial Remodel, Addition and Tenant  
Improvement.....\$300.00

Projects requiring extensive review or involving multiple correction-request resubmittals will be subject to an additional fee of \$100.00 per hour, billed in 30-minute increments in addition to the base zoning review fee listed above.

**C. RE-INSPECTION FEES**

1st Re-inspection - \$75.00, 2<sup>nd</sup> Re-inspection - \$150.00, 3<sup>rd</sup> Re-inspection - \$250.00  
Partial inspection - \$100.00

**D. PRIVATE PROVIDER CREDIT**

Plan Review Services Only .....10.0%  
Inspection Services Only .....8.0%  
Combined Plan Review and Inspection Services .....18.0%

When using Private Providers, no credits will be applicable if calculated discount fees are less than the minimum fees stipulated in this document or use of private provider is not indicated on the initial permit application.

**E. MISCELLANEOUS FEES**

Certificate of Occupancy.....\$200.00  
Temporary/Conditional Certificate of Occupancy.....\$300.00  
Certificate of Completion.....\$100.00

Failure to obtain proper Building Permit(s) and/or Architectural/Town Commission approval prior to the commencement of construction activities - 4x required TCOM/ARCOM fee and building permit fee.

**F. PERMIT RENEWAL, EXTENSION UP TO 90 DAYS**

\$250.00 or 2% of the calculated permit fee whichever is greater.

**G. PERMIT FEE REFUNDS**

Permit Termination Request shall be considered for up to 1 year from the date of the initial permit application.

1. Prior to any plan review - 75% of the Building Permit Fee with minimum retainer of \$500.00 and maximum retainer of \$3,000.00
2. After any plan review but prior to permit issuance - 50% of Building Permit Fee with max retainer of \$5,000.
3. After permit issuance and prior to commencement of any construction, 50% of Building Permit Fee shall be refunded with max retainer of \$5,000.

**H. EXPEDITED PLAN REVIEW**

Expedited out-of-sequence plan review – based on the staff availability. The following charges shall apply in addition to regular permit fees (per occurrence/request)

Residential.....	\$1,000.00
Commercial.....	\$1,750.00

**I. CODE COMPLINACE FEES AND FINES**

A fine imposed pursuant to section§ 32.07...not to exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation, Violation irreparable or irreversible in nature, fine not to exceed five thousand dollars (\$5,000.00) per violation.

**J. BUSINESS TAX TRANSFER FEES**

1. Transfer to new owner: 10% of the annual business tax, but not less than \$3.00 nor more than \$25.00.
2. Transfer to new location: 10% of the annual business tax, but not less than \$3.00 nor more than \$25.00.
3. Transfer to new name: 10% of the annual business tax, but not less than \$3.00 nor more than \$25.00.

**K. CONTRACTOR REGISTRATION FEE**

1. Mandatory Business Registration (County U- Licenses, Installer Registrations, Landscaping, Private Providers, etc.) ..... \$37.00

**L. ADMINISTRATIVE FEES & CHARGES**

1. Public Records Requests (per Florida Statutes, plus tax)
2. Photocopies Letter Size (black & white or color) ..... \$0.15 each (single sided)
3. Photocopies 11x17 Size (black & white or color)..... \$0.30 each (single sided)  
\$0.35 each (double sided)
4. Research (Deposit Required) ..... Hourly rate + copy costs
5. CD Recordings of Public Meetings ..... \$1.00 per CD
6. Residential Building Plans/Drawings ..... Actual Duplication Cost
7. Resident Mailing Labels ..... \$5.00 per page
8. Zoning Map..... \$3.00
- 9.. Fee for Returned Checks ..... Actual Cost + \$25.00

**M. J. TURNER MOORE MEMORIAL LIBRARY**

- |   |                 |
|---|-----------------|
| Annual fee for Residents and Non-Resident Volunteers..... | <u>\$50.00</u>  |
| Annual Fee for Non-Residents.....                         | <u>\$100.00</u> |

## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** RA. b.iii.

**Agenda Item Name:** Authorization to Make Purchase Offer – 131 S. Ocean Blvd. (“Bank Building”)

### **BACKGROUND:**

This agenda item requests Town Commission approval to authorize the Town Attorney, Douglas MacGibbon, to formally present a purchase offer for the property located at 131 S. Ocean Boulevard, commonly known as the “Bank Building.”

Based on a recently completed independent appraisal, staff is recommending that the Town make an offer in the amount of \$2.85 million to the current property owner. Authorization from the Town Commission is required in order for the Town Attorney to proceed with extending this offer on behalf of the Town.

Approval of this item will allow the Town to move forward with the eminent domain process should the current property owner fail to respond to the offer or reject the proposed purchase price.

### **MOTION:**

- Move to approve/disapprove authorization for the Town Attorney to make a purchase offer of \$2.85 million for the property located at 131 S. Ocean Boulevard.

### **ATTACHMENTS:**

- n/a

**TOWN OF MANALAPAN  
AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** RA. b.iv.

**Agenda Item Name:** Variance VAR 26-1 2000 S. Ocean Blvd.

**BACKGROUND:**

**Variance – VAR 26-1.** 2000 S. Ocean Blvd. – Florida Realty LLC seeks the Town Commission’s approval for a variance from Section 151.643(B) of the Town Code of Ordinances which generally prohibits the expansion/enlargement of, or the improvement to, non-conforming properties, in order to permit the expansion/extension of, and/or the improvement to, an existing accessory building on a non-conforming property to wit: the Applicant has identified the need to expand and modernize the existing site utility building on the southwest corner of the Property. The Applicant understands the entire Property and its structures are legally nonconforming and cannot be modified without obtaining a variance. Therefore, the Applicant is seeking a variance to authorize the construction of the expansion to the site utility building which, but for the overall non-conforming status of the property in general, is in actuality code compliant in all other respects.

**MOTION:**

- Move to approve/disapprove Variance VAR 26-1.

**ATTACHMENTS:**

- Variance Application
- Development Drawings



**TOWN OF MANALAPAN**  
 600 South Ocean Boulevard, Manalapan, FL 33462  
 (561) 585-9477, Fax (561) 585-9498  
 townhall@manalapan.org      [www.manalapan.org](http://www.manalapan.org)

## DEVELOPMENT APPLICATION

Submittal Date: 11/20/2025

Property Control # 42-43-45-10-01-000-0032

PROPERTY OWNER(S)	AUTHORIZED AGENT(Required if owner not presenting)
Name: Florida Realty, LLC	Name: Matthew H. Scott
Address: 101 Ygnacio Valley Road, Suite 320 Walnut Creek, CA 94596	Address: 200 East Broward Blvd, Suite 1800 Fort Lauderdale, FL 33301
Phone: (925) 627-2618	Phone: (954) 298-0285
E-mail: <a href="mailto:bmori@lawrenceinv.com">bmori@lawrenceinv.com</a>	E-mail: <a href="mailto:Matthew.Scott@gmlaw.com">Matthew.Scott@gmlaw.com</a>

ARCHITECT/LANDSCAPE ARCHITECT	DEVELOPER/CONTRACTOR:
Name: Carolee Rodebaugh	Name: John Rogers
Company Name: Dailey Janssen Architects,PA	Company Name: Rogers General Contracting Corp
Address: 400 Clematis Street #200 West Palm Beach, FL 33401	Address: 2475 Mercer Ave., Suite 301, West Palm Beach, FL 33401
Phone: (561) 833-4707    Cell:	Phone: (561) 475-5870    Cell:
E-mail: <a href="mailto:carolee@daileyjanssen.com">carolee@daileyjanssen.com</a>	E-mail: <a href="mailto:jrogers@rogersgc.com">jrogers@rogersgc.com</a>

### APPLICANT'S CERTIFICATION

Barry T. Mori

(I) \_\_\_\_\_(owner or authorized agent) affirm and certify that I understand and will comply with all provisions and regulations of the Town of Manalapan, Florida. I certify that all drawings and specifications for buildings or structures either larger than 500 sq. ft. or costing more than \$3,000 must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Manalapan and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true

and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Manalapan, Florida, and are not returnable.

Signature-Owner or Authorized Agent 

Print Name Barry T. Mori, Authorized Signatory

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Notary Signature \_\_\_\_\_

SEAL

Print Notary Name \_\_\_\_\_

*SEE ATTACHED CALIFORNIA ACKNOWLEDGMENT*

**CHECK BELOW WHERE APPLICABLE**  
(Payable by check only)

ARCHITECTURAL REVIEW – Level 1 \$100		PUD or PUD AMENDMENT \$750	
ARCHITECTURAL REVIEW – Level 2 \$250	✓	SITE PLAN REVIEW \$750	
ARCHITECTURAL REVIEW – Level 3 \$500		SPECIAL EXCEPTION USE \$750	
ARCHITECTURAL REVIEW – Level 4 \$1,000		VARIANCE \$750	✓
PAVER AGREEMENT \$500		ZONING TEXT/MAP OR COMP PLAN AMENDMENT \$1500	

(See page 7 for definitions of Levels)

The owner, architect or other authorized agents are urged to attend the meeting. Each applicant must familiarize themselves with the Architectural Commission criteria and procedure. If all required information is not presented with this application, the project will not be placed on the agenda for review and consideration. PLEASE NOTE: Although an application meets minimum zoning requirements the Architectural Commission may approve, approve with conditions, or disapprove a request not found to meet Architectural Review criteria as found in Town Code, Section 152.23. All residents are notified of applicant’s request by mail.

**ALL APPLICATIONS MUST BE COMPLETE, SIGNED, NOTARIZED AND SUBMITTED BY THE DEADLINE DATE**

1. This Application (pages 3-6)
2. Agent’s Authorization Letter (Required if owner not presenting)
3. Application fee (see page 7)
4. Model, if applicable (see page 8)
5. 11 set of Plans; 2 Signed and Sealed -  
We require two full-size sets signed and sealed and the other nine can be 11”x17” in size
6. Narrative letter describing the project
7. Samples, renderings, pdfs, jpegs and Power Point photos are due 14 days prior to meeting.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of CONTRA COSTA

On 11/25/25 before me, CASSANDRA M. STARR, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared BARRY T. MORI  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: DEVELOPMENT APPLICATION

Document Date: 11/20/25 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: BARRY T. MORI

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: FLORIDA REALTY, LLC

Signer is Representing: \_\_\_\_\_



Date: 12.05.2025

**LETTER OF INTENT FOR ADDITIONS AND RENOVATIONS AT  
2000 SOUTH OCEAN BOULEVARD  
MANALAPAN, FLORIDA**

We are pleased to submit the accompanying drawings for review of our proposed addition and renovation to our project at 2000 South Ocean Boulevard.

We are proposing the following changes:

- 1. Addition to the existing site utility building on the Southwest side of the property** – We propose to add a 1008 sf addition to the existing flat roof equipment building and change the roof to a pitched roof. Addition will have coral stone veneer walls and barrel tile roof to match existing Main House structures.  
Changes to the existing building include the following:
  - a. Add 1008 sf to the South for site utility vehicles/ storage/ and bathrooms.
  - b. Add pitched barrel tile roof over existing flat roof portion.
  - c. Add Coral Stone to existing stucco walls.
  
- 2. Main House Roof replacement** – replace existing flat roof on the 1-story garden building with a barrel tile roof to match existing.



Matthew H. Scott, Partner  
 PNC Building  
 200 East Broward Boulevard, Suite 1800  
 Fort Lauderdale, Florida 33301  
 Phone: 954.491.1120 ext. 3472  
 Direct: 954.333.4372  
 Fax: 954.771.9264  
 Email: matthew.scott@gmlaw.com

January 16, 2026

**Florida Realty, LLC  
 Variance Justification Statement  
 Expansion to Accessory Building on Nonconforming Property – Site Utility Building**

**A. Property Information Summary**

<b>Property Owner/Applicant</b>	Florida Realty, LLC ("Applicant")
<b>Address</b>	2000 S. Ocean Blvd., Manalapan, FL 33462 ("Property")
<b>General Location</b>	east and west sides of S. Ocean Boulevard, north of Boynton Inlet
<b>Parcel Control No.</b>	42-43-45-10-01-000-0032 & 42-43-45-10-01-000-0032 (Island)
<b>Zoning District</b>	R1-B & R-1A (Island)
<b>Future Land Use</b>	Single-Family Residential
<b>Size</b>	+/- 22.436 acres (15.646 acres + 6.79 acres Island)
<b>Existing Use</b>	Residential estate

**B. Tabular Summary of Requests**

<b>Variance Request</b>	<b>Proposed</b>	<b>Requirement</b>	<b>LDR Code Section</b>
Expansion of Site Utility Building	Proposed Expansion of conforming accessory structure (Site Utility Building) to the nonconforming Property	<i>Extension or expansion; alteration and repairs.</i> Nonconforming buildings and/or structures shall not be enlarged upon, expanded, increased or extended to occupy a greater area of land or over water, nor shall they be relocated in whole or in part to any portion of a lot or parcel, nor shall they be used as grounds for adding other buildings and/or structures prohibited elsewhere in the same District except for the expansion of existing single-family residence or accessory structure which does	151.643(B)

		<p>not increase the particular nonconformity. The "supplementary lot regulations" for all zoning Districts except C-3 allows this exception.</p>	
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**C. Background**

Florida Realty, LLC proudly purchased the beautiful estate property historically known as “Gemini” in 2022 with a deep understanding of the need to care for the unique grounds and structures thereon. While Applicant unequivocally intends for the Property to remain a single-family home, it is understood that it is much more than that in the eyes of the Town of Manalapan and its residents. Applicant, thus, views itself as a steward of the Property, and in that role engaged architectural and landscaping experts to assist with long-range planning and preservation for the future of the site.

As part of this planning exercise, Applicant prepared a comprehensive landscape maintenance plan to promote the long-term health and protection of the numerous specimen trees and other vegetative material on site. Applicant also identified the need to repair, remodel, and/or add to certain structures on the Property to address deferred maintenance issues, create necessary space for existing trees, and to help modernize the unique site. As stated previously to the Mayor and Town Commission, Applicant's vision is to make these improvements gradually over time. Over the past 2 years, Applicant has constructed a new guest house and made other site improvements.

At this time, Applicant has identified the need to expand and modernize an existing site utility building on the southwest corner of the Property. Applicant understands the entire Property and its structures are legally nonconforming and cannot be modified without obtaining a variance. Therefore, Applicant is seeking a variance to authorize the construction of the expansion to the site utility building. Please see enclosed site plan depicting the location, size, and details relating to the proposed new structure. Applicant respectfully requests approval of this variance as it will allow not only for improvements to the site to suit the needs of its new owner but also for the continued stewardship of this landmark Property.

**D. Justification Statement**

It is important to note the proposed expansion is fully code compliant as to

typical requirements such as setbacks and height. The variance is necessary because certain of the existing structures on site are legally non-confirming, but the new construction will comply with Code in all material respects. As Per Section 151.672(C)(1-6) of the Town's Code, in order to authorize a variance, the Town Commission must and shall find that the following criteria are met. Each of the criteria are listed below in **bold** with Applicant's justification below each in *italics*.

**1. That special conditions and circumstances exist which are peculiar to the land or building involved and which are not applicable to other lands or buildings in the same zoning District.**

*It has long been recognized by the Town and the property owners over the years that these lands are special and unique. The Property has received several development approvals and variances since it was built. The Property is subject to an agreement with the Town dated October 27, 1987, recorded in Book 5489, Page 1191 of the public records of Palm Beach County. The agreement was subsequently amended as follows:*

- On November 22, 1994, by the Town's approval of application for variances described in letters dated September 15, 1994, September 22, 1994 and October 10, 1994 and accompanying architectural plans, drawings and exhibits on file with the Town; (Modifications, additions to previously granted variances subject to the Original Recorded Agreement.)*
- On August 27, 1996, by the Town's approval of application for variances described in letters dated August 12, 1996 and August 16, 1996, and accompanying architectural plans, drawings and exhibits on file with the Town; (New entry gate; move Studio A on east side.)*
- On June 24, 1997, by the Town's approval of application for variances dated June 10, 1997, and accompanying architectural plans, drawings and exhibits on file with the Town; (Reduced square footage of house; increased square footage of studios.)*
- On November 25, 1997, by the Town's approval of application for variances dated November 13, 1997, and accompanying architectural plans, drawings and exhibits on file with the Town; (Front set back variance and lot, yard and bulk regulations variance.)*
- On April 28, 1998, by the Town's approval of application for variances dated April 16, 1998, and accompanying architectural plans, drawings and exhibits on file with the Town; (Modifications to basement and first and second floor, landscaping and studios A and B.)*

- *On February 23, 1999, by the Town's approval of application for variances dated February 11, 1999, and accompanying architectural plans, drawings and exhibits on file with the Town; (Move Studios A and B; move north gate; delete middle gate; add new pedestrian gate.)*
- *On February 29, 2000, by the Town's approval of application for special exception dated January 25, 2000, and accompanying architectural plans, drawings and exhibits on file with the Town; (Pedestrian passageway.)*
- *On April 25, 2000, by the Town's approval of application for variances dated January 25, 2000, and accompanying architectural plans, drawings and exhibits on file with the Town; (Relocate northwest gate with 8' high stucco wall.) and*
- *On June 19, 2000, by the Town's approval of application for variances dated April 25, 2000, and accompanying architectural plans, drawings and exhibits on file with the Town. (build two 8' sections of site wall)*
- *First Amendment to Restatement of Previously Granted Development Approvals and Ratifications of Previously Recorded Agreement Relating to 2000 S Ocean (July 12, 2005)*
- *Second Amendment to Restatement of Previously Granted Development Approvals and Ratifications of Previously Recorded Agreement Relating to 2000 S Ocean (April 11, 2007)*

*As stated in the original agreement, the Town has recognized throughout the history of the development of the Property that there are certain unique aspects of the Property which are not common to and do not exist for other properties or other single-family residences located within the R1-A and R1-B zoning districts of the Town, including the following:*

- *The Property is improved with the only single-family residence within the Town zoning districts R1-A and R1-B where the primary residence extends underneath and to the east and west of Highway A-1-A, and such improvements have existed since the construction of the residence in 1947;*
- *The Property extends north and south in excess of 1200' feet, extends along a narrow portion of the barrier island east to the Atlantic Ocean and west to Lake Worth, and is divided by Highway A-1-A; and*
- *The Property's single family residential improvements are located well below the crown of the road of Highway A-1-A which crown is high above mean sea level, and thus such improvements can be better*

*screened from view and buffered than other properties along Highway A-1-A in R1-A and R1-B zoning districts.*

**2. That the special conditions and circumstances do not result from the actions of the applicant or his or her predecessor in interest.**

*The special conditions and unique aspects of the Property have existed since the construction of the original residence in 1947. Several variances have been granted by the Town Commission since that time, which indicate the Town's continued understanding of the special circumstances associated with the Property. The sheer size and layout of the Property speak to its special conditions, and neither of these features are a result of the actions of the Applicant.*

**3. That granting the variances requested will not confer on the applicant any special privilege that is denied by this chapter to other lands or structures in this same zoning District.**

*The proposed variance would allow the Applicant to construct an expansion to an accessory site utility building on the Property. Per the Town's Code regarding nonconforming buildings and structures, they are not to be "...used as grounds for adding other buildings and/or structures prohibited elsewhere in the same District except for the expansion of existing single-family residence or accessory structure which does not increase the particular nonconformity." The expanded site utility building would be a conforming accessory structure and meet all other requirements of the Town's Code, and is not designed to increase the nonconformity status of the Property. The variance is needed to allow Applicant to construct this accessory structure which is otherwise permitted as of right for any other property in the same zoning district.*

**4. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning District under the terms of this chapter and would work unnecessary and undue hardships on the applicant.**

*The proposed expanded site utility building is consistent with the intent of the Code in that it is not increasing a nonconformity of the Property. It is a conforming accessory structure designed to meet all other requirements of the Town's Code. A literal interpretation of the Code would prevent the Applicant from making any improvements and additions to the Property, which would be inconsistent with the approvals that have been granted to*

*prior owners of the Property throughout its history as outlined above. Moreover, literal interpretation of the Code in this case would deprive Applicant of the ability to make any structural changes to its Property, which is a fundamental and unnecessary hardship.*

**5. That the variance granted is the minimum variance that will make possible the reasonable use of the land or structure, or both.**

*The Applicant is proposing to expand an otherwise conforming accessory structure on the Property. The variance request is the minimum to allow for the proposed expansion. The proposed accessory structure would conform to all other Code requirements of the Town and is not inconsistent with prior improvements granted to prior owners of the Property. The variance would allow the Applicant to make a minor expansion to an existing building, continuing the tradition of enhancing the unique and exceptional Property within the Town.*

**6. That the grant of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

*Granting of the proposed variance would not alter or affect the harmony of the community or intent of the Town's Code. Importantly, none of the proposed improvements will be visible from the roadway, meaning they will have no impact on the public welfare. The Property and its proposed improvements would continue to be used as a single-family residence and would not increase the nonconformity of the Property. The site utility building will be otherwise in conformity with the Town's Code. The proposed variance is also consistent with the following policies of the Town's Comprehensive Plan:*

- Policy 1.3.3 – Maintain the existing high quality of single family development throughout the community.*
- Policy 1.3.19 – The Town of Manalapan shall continue to establish and enforce stringent standards for all demolitions and replacements, new construction, and building additions and alterations on vacant or development residential lots to ensure that all new development and redevelopment is compatible with the architectural style, scale, setbacks, and lot coverage of the surrounding neighborhoods and properties.*

## **E. Conclusion**

Applicant is honored to be the owner of “Gemini.” Ownership of a Property as special as this one requires commitment to care for it to ensure it is preserved long into the future. Applicant respectfully requests a variance to expand the existing site utility building so it can continue with its stewardship of this amazing Property.

Respectfully submitted,

GREENSPOON MARDER LLP

A handwritten signature in blue ink that reads "Matthew H. Scott". The signature is written in a cursive style with a horizontal line underneath the name.

By: Matthew H. Scott, Partner  
For the Firm

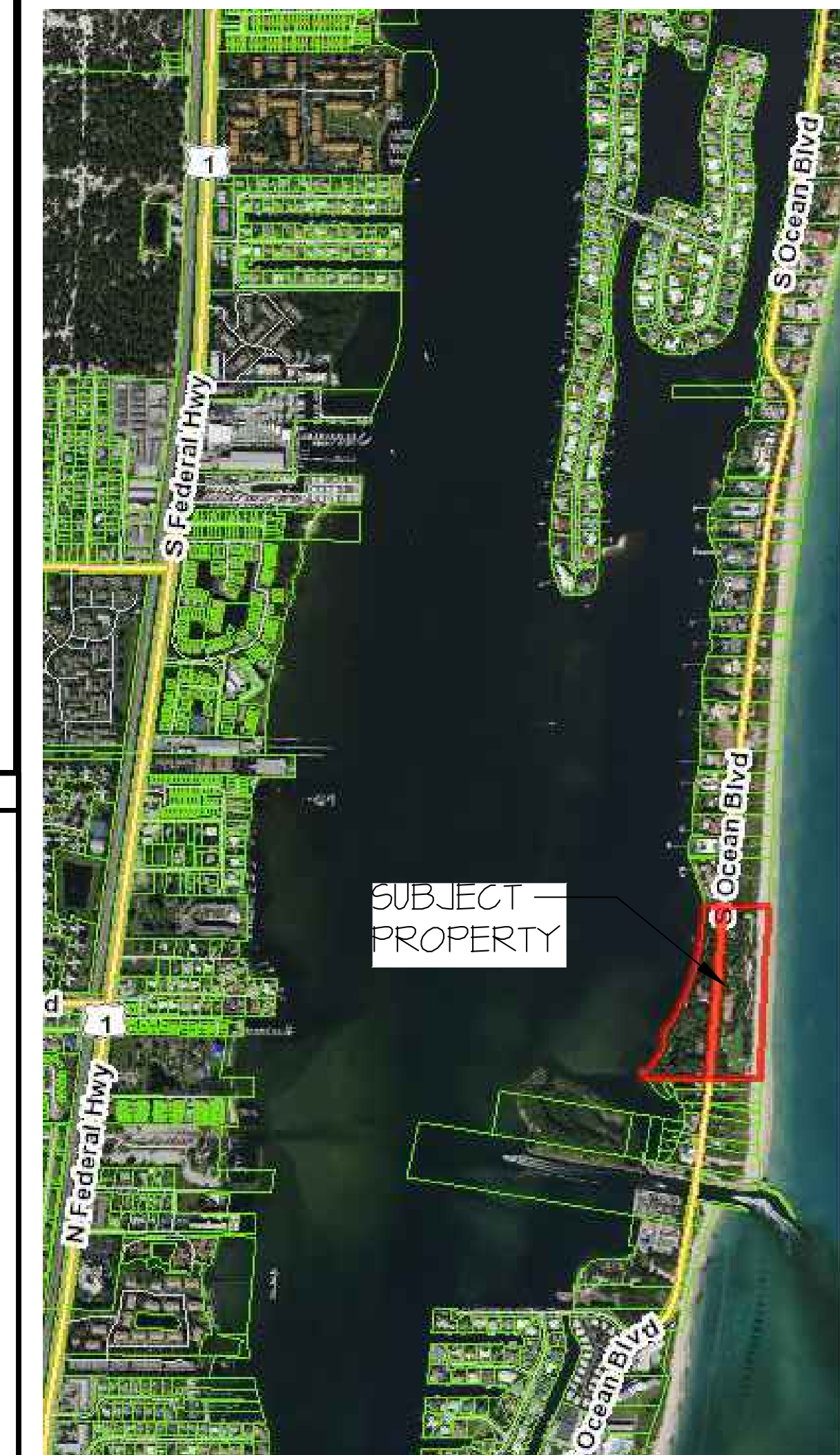
# PROPOSED ELECTRICAL UPGRADES AT: 2000 SOUTH OCEAN BOULEVARD

MANALAPAN

TOWN OF MANALAPAN ARCOM AND VARIANCE SUBMITTAL

PALM BEACH COUNTY, FLORIDA

DRAWING INDEX					
SHT NO.	SHEET NAME	ISSUED/REV. NO.			
A-0.00	COVER SHEET & DRAWING INDEX	•			
ARCHITECTURAL					
SP-1.01	1"=50'-0" OVERALL SITE PLAN AND SITE DATA	•			
SP-1.03	1"=20'-0" SOUTHWEST SITE PLAN	•			
A-1.01	1/4"=1'-0" FIRST FLOOR PLAN	•			
A-1.02	1/4"=1'-0" ROOF PLAN	•			
A-2.01	1/4"=1'-0" ELEVATIONS	•			
A-2.02	1/4"=1'-0" ELEVATIONS	•			



**GENERAL NOTES:**

1. ALL CONSTRUCTION SHALL FOLLOW THE "FLORIDA BUILDING CODE 2023" WITH AMENDMENTS, AS ADOPTED BY MANALAPAN AND PALM BEACH COUNTY, FLORIDA.
2. THESE PLANS, AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE, WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THE PLANS AND NOTES.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE PRIOR TO STARTING ANY WORK AND NOTIFY THE ARCHITECT IMMEDIATELY VIA PHONE CALL AND IN WRITING OF DISCREPANCIES OR THE CONTRACTOR SHALL ACCEPT FULL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS, DO NOT SCALE DRAWINGS.
4. SUBSTITUTIONS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL. ITEMS WHICH REQUIRE APPROVAL OF THE BUILDING OFFICIAL SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AND THE ARCHITECT.
5. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL OR NON STRUCTURAL MEMBERS DURING CONSTRUCTION.
6. THE CONTRACTOR, SUBCONTRACTOR, AND/OR SUPPLIERS ARE TO PROVIDE MANUFACTURER'S SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE, FABRICATION AND INSTALLATION. SUBMIT MINIMUM THREE COPIES. SUPPLY PRODUCT APPROVALS TO BLDG. DEPT. AS REQUIRED. SHOP DRAWINGS SHALL BE PROVIDED FOR, BUT NOT LIMITED TO THE FOLLOWING:
  - A. DOORS AND WINDOWS
  - B. AIR CONDITIONING EQUIPMENT AND LAYOUT
  - C. ELECTRICAL EQUIPMENT AND LIGHTING FIXTURES
  - D. ROOF AND FLOOR TRUSSES
  - E. STRUCTURAL STEEL
  - F. CABINETS
  - G. STRUCTURAL ALUMINUM
7. ALL WINDOWS & DOORS SHALL BE CAULKED & WEATHER STRIPPED. WINDOW UNITS SHALL DISPLAY LABELS SHOWING COMPLIANCE WITH THE FBC 2023, FLORIDA ENERGY EFFICIENCY FOR BUILDING CONSTRUCTION AND FLORIDA/MIAMI-DADE COUNTY PRODUCT APPROVALS
8. THE CONTRACTOR SHALL BE HELD TO HAVE EXAMINED AND BE RESPONSIBLE FOR A COMPLETE WORKING KNOWLEDGE OF THE CONSTRUCTION DOCUMENTS AND EXISTING SITE CONDITIONS FOR THE WORK TO BE PERFORMED AND THE COMPLETION OF THE STRUCTURE, AS OUTLINED IN THE SCOPE OF WORK.
9. THE CONTRACTOR SHALL LOCATE THE GENERAL REFERENCE POINTS AND TAKE ORDINARY PRECAUTIONS TO PREVENT THEIR DISRUPTION. SUBCONTRACTORS SHALL BE RESPONSIBLE FOR LAYOUT OF THEIR WORK INCLUDING BUT NOT LIMITED TO LINES, ELEVATIONS, MEASUREMENTS AND OTHER INFORMATION. ERRORS RESULTING FROM MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTORS.
10. ALL DESIGN LOADS NOT INDICATED ON DRAWINGS SHALL BE GOVERNED BY APPLICABLE "FLORIDA BUILDING CODE 2023".
11. DRAWING DATUM IS BASED ON NORTH AMERICAN VERTICAL DATUM/REFERENCE HEIGHTS - N.A.V.D. CONFIRM ALL EXISTING DATUM PRIOR TO CONSTRUCTION.
12. DIMENSIONS FOR ARCHITECTURAL DRAWINGS ARE NOMINAL FACE OF STUD TO FACE OF STUD, AND NOMINAL MASONRY DIMENSIONS, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL HAVE PREFERENCE OVER SCALE. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH THE WORK.
13. ALL INTERIOR PARTITIONS TO BE METAL STUDS (20 GAUGE MIN) AT 16" O.C. INTERIOR PARTITIONS AND FURRING SPACES VARY. REFER TO PLANS FOR DIMENSIONS.
14. ISOLATE DISSIMILAR METALS TO PROTECT AGAINST GALVANIC ACTION.
15. ALL WORK SHALL BE PERFORMED BY QUALIFIED CONTRACTORS AND SUBCONTRACTORS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
16. ALL WORK INDICATED ON PLANS IS INTENDED TO BE A COMPLETE AND WORKABLE SYSTEM IN ACCORDANCE WITH ALL PRODUCT SPECS, EXISTING AND/OR NEW BUILDING DESIGN, FIELD CONDITIONS, ETC. ALL MISCELLANEOUS MATERIALS, PARTS, APPLICABLE DIMENSIONS AND INFERRED CONDITIONS, WHETHER INDICATED OR NOT ON DRAWINGS, SHALL BE INCLUDED AS PART OF THIS DOCUMENT.
17. STRUCTURAL WOOD AND FRAMING SHALL CONFORM TO THE "TIMBER CONSTRUCTION MANUAL" AS PUBLISHED BY THE AMERICAN INSTITUTE OF WOOD CONSTRUCTION.
18. ALL WOOD IN CONTACT WITH MASONRY, CONCRETE, OR STEEL SHALL BE PRESSURE TREATED. PROVIDE AN APPROVED MOISTURE VAPOR BARRIER BETWEEN THE CONCRETE OR OTHER CEMENTITIOUS MATERIALS AND THE WOOD.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE BRACING AND BRIDGING USED DURING ERECTION OF TRUSSES TO PREVENT COLLAPSE OR DAMAGE.
20. HEADERS FOR FRAMED OPENINGS GREATER THAN 6'-0" MUST BE ENGINEERED AND STAMPED BY THE TRUSS MANUFACTURER. (UNLESS NOTED OTHERWISE).
21. ALL HEADERS OVER DOORS AND WINDOWS TO BE (2) OR (3) 2X12S (FOR WOOD FRAME CONSTRUCTION). DEPENDING ON WALL THICKNESS.
22. REFER TO DRAWINGS BY OTHERS FOR ALL SECURITY SYSTEM DESIGN AND LOCATION.
23. REFER TO DRAWINGS BY OTHERS FOR LIGHTNING PROTECTION, IF APPLICABLE.
24. PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING FOR MILLWORK, LIGHT FIXTURES, ELECTRIC UNIT, A/C, PLUMBING FIXTURES & EQUIPMENT, CEILING TRACKS & ALL OTHER ITEMS REQUIRING THE SAME. PROVIDE FIRE RETARDANT ON ALL BLOCKING IF REQUIRED BY CODE.
25. THE CONTRACTOR OR SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & LICENSES AS WELL AS PAYMENT OF REQUIRED FEES.
26. ALL EXTERIOR WALL OPENINGS, FLASHING, CENTER FLASHING, COPING AND EXPANSION JOINTS SHALL BE WEATHERPROOFED.
27. ALL THERMAL INSULATION BATTS (AND SOUND INSULATION) SHALL BE NON-COMBUSTIBLE.
28. REFER TO STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR APPLICABLE GENERAL NOTES AND REQUIREMENTS. SEE FINISH NOTES ON FINISH SCHEDULE.
29. GENERAL CONTRACTOR TO SUPPLY POOL SAFETY/PROTECTION DEVICES PER APPLICABLE TOWN CODES.
30. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS TO REFER TO INTERIOR DESIGN DRAWINGS AND SPECIFICATIONS IN ADDITION TO THESE DOCUMENTS. INTERIOR DESIGN DRAWINGS SHALL GOVERN WITH RESPECT TO ALL FINISH DIMENSIONS, MATERIALS, PLUMBING AND ELECTRICAL LAYOUT ETC. ANY DISCREPANCIES BETWEEN THE ARCHITECTURAL DRAWINGS AND THE INTERIOR DESIGN DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND INTERIOR DESIGNER PRIOR TO THE COMMENCEMENT OF WORK.
31. GENERAL CONTRACTOR TO DESTROY ALL PREVIOUSLY RECEIVED DRAWINGS SETS. GENERAL CONTRACTOR TO ENSURE ALL SUBCONTRACTORS AND APPLICABLE SUPPLIERS TO RECEIVE REVISED CONSTRUCTION SETS.
32. 5/8" TYPE 'X' GYPSUM BOARD SHALL BE USED AT ALL GARAGE WALLS AND CEILINGS ADJACENT TO HABITABLE DWELLING SPACES.
33. ALL FULL HEIGHT PARTITIONS & FURRED WALLS SHALL RECEIVE APPROPRIATE FIRE BLOCKING AT 10' MAX. VERTICAL SPACING.
34. USE CEMENTITIOUS BACKER BOARD ON ALL TUB, SHOWER & SPA AREAS.
35. USE MOISTURE RESISTANT GYPSUM BOARD IN ALL WET AREAS SUCH AS BATHROOMS, LAUNDRY ROOMS, GARAGES, ETC.
36. INSTALL SOUND BATT OR ROCKWOOL INSULATION IN ALL BATHROOM PARTITIONS, AROUND ALL WASTE STACKS & IN TRUSS VOIDS BELOW ALL HVAC ATTIC SPACES. SOUND INSULATION IS OPTIONAL IN ALL OTHER PARTITIONS, E.G. TO PROVIDE A PRICE FOR SOUND INSULATION IN ALL INTERIOR PARTITIONS FOR OWNER'S APPROVAL. ASSEMBLED PARTITIONS CONSISTING OF 3-5/8" METAL FRAMING AND (1) LAYER OF 5/8" GYPSUM BOARD ON EACH SIDE SHALL PROVIDE A MINIMUM STC RATING OF 50.
37. INGRESS / EGRESS DOOR FROM GARAGE INTO RESIDENCE SHALL BE 1-3/4" THICK SOLID WOOD OR A G-LABEL 20 MIN. RATED DOOR PER 2023 FBC-R SECTION R-302.5.1
38. DAILEY JANSSEN ARCHITECTS ALLOWS FOR A 2" THICKNESS STANDARD FOR FINISH FLOOR MATERIAL AND ALL FINISH FLOOR ELEVATIONS ARE BASED ON THIS ALLOWANCE. THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE ACTUAL FINISH FLOOR MATERIALS SELECTED PRIOR TO CONSTRUCTION.
39. HOSE BIBS SHOULD BE INSTALLED EVERY 100' MIN. AROUND PERIMETER OF HOUSE. GC TO COORDINATE LOCATIONS WITH ARCHITECT AND OWNER.

**CONSULTANTS AND ENGINEERS:**

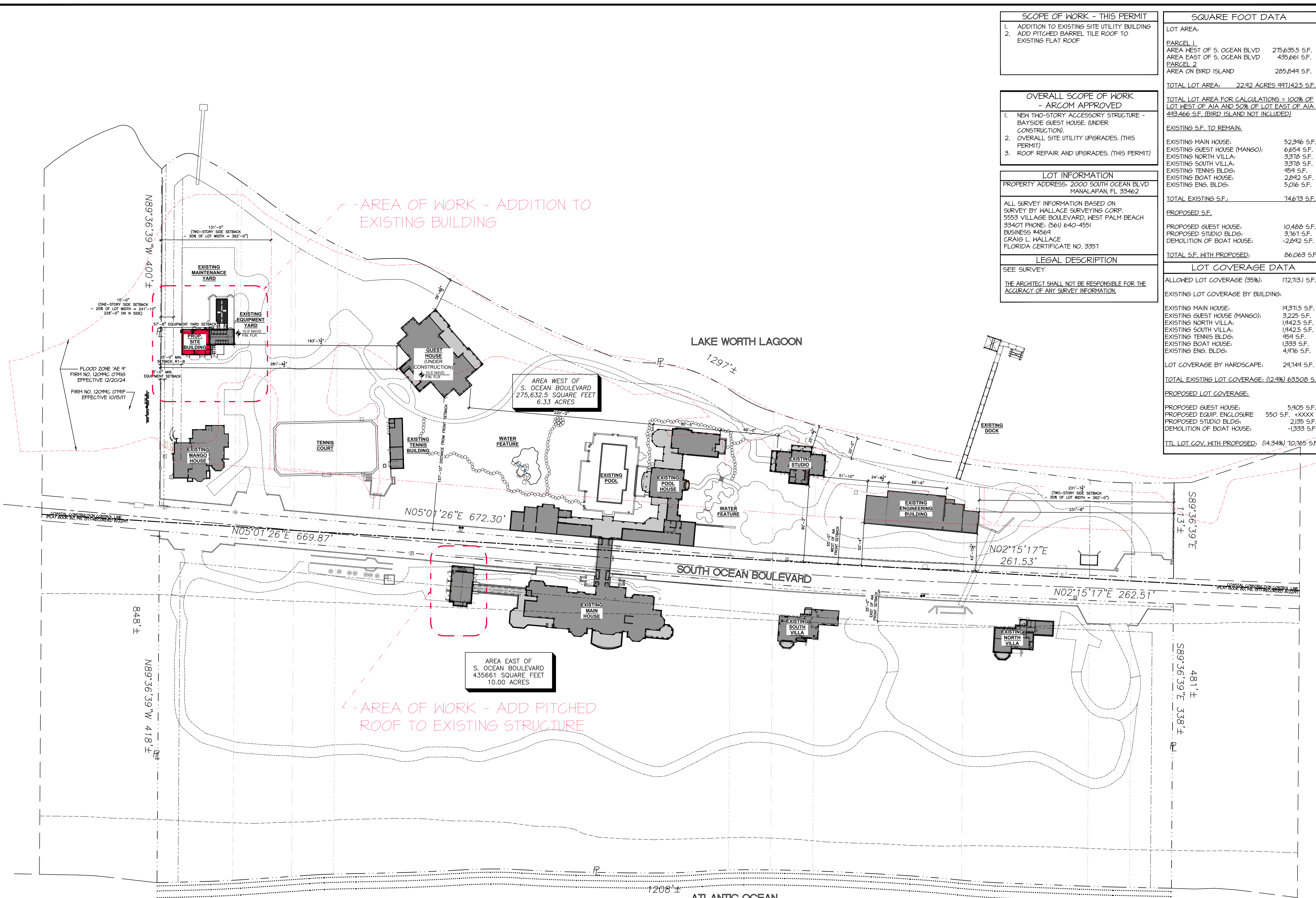
STRUCTURAL ENGINEER: SCHULKE, BITTLE & STODDARD, LLC 1717 INDIAN RIVER BOULEVARD, STE 201 VERO BEACH, FL 32960 (772) 770-4622	MEP ENGINEER: CARDINAL ENGINEERING ASSOCIATES, INC. 2700 NW 62nd ST, FL 33304 (561) 746-6343	CIVIL ENGINEER: SCHULKE, BITTLE & STODDARD, LLC 1717 INDIAN RIVER BOULEVARD, STE 201 VERO BEACH, FL 32960 (772) 770-4622	LANDSCAPE ARCHITECT: ENVIRONMENTAL DESIGN GROUP 139 N COUNTY ROAD #20B, PALM BEACH, FL 33480 (561) 832-4600	GENERAL CONTRACTOR: ROGERS GENERAL CONTRACTING GRP 2475 MERCER AVE, SUITE 301 WEST PALM BEACH, FL 33401 (561) 475-5870	JOB NUMBER: 22-136 ARCOM APPROVAL : ISSUED FOR PERMIT :
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PROPOSED ADDITIONS AND RENOVATIONS AT:  
**2000 SOUTH OCEAN BOULEVARD**  
 MANALAPAN  
 PALM BEACH COUNTY, FLORIDA  
**DAILEY JANSSEN ARCHITECTS**  
 400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-833-4101, LICENSE #AA-C001874

DATE: 11-06-2023  
 DRAWN:  
 REVISIONS:  
 • 11.01.25 ARCH. DD SET  
 • 12.05.25 ARCOM SUBMITTAL

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 SEAL

ROGER P. JANSSEN AR-14785  
 DRAWING NO.  
**SITE**  
**A0.00**  
 JOB NUMBER: 22-136



SCOPE OF WORK - THIS PERMIT	
1.	ADDITION TO EXISTING SITE UTILITY BUILDING
2.	ADD PITCHED BARREL TILE ROOF TO EXISTING FLAT ROOF

OVERALL SCOPE OF WORK - ARCOM APPROVED	
1.	NEW TWO-STORY ACCESSORY STRUCTURE - BAYSIDE GUEST HOUSE. (UNDER CONSTRUCTION).
2.	OVERALL SITE UTILITY UPGRADES. (THIS PERMIT)
3.	ROOF REPAIR AND UPGRADES. (THIS PERMIT)

LOT INFORMATION	
PROPERTY ADDRESS: 2000 SOUTH OCEAN BLVD MANALAPAN, FL 33462	
ALL SURVEY INFORMATION BASED ON SURVEY BY WALLACE SURVEYING CORP. 5553 VILLAGE BOULEVARD, WEST PALM BEACH 33407 PHONE: (561) 640-4551 BUSINESS #4564 CRAIG L. WALLACE FLORIDA CERTIFICATE NO. 3351	

LEGAL DESCRIPTION	
SEE SURVEY	
THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY SURVEY INFORMATION.	

SQUARE FOOT DATA	
LOT AREA:	
PARCEL 1	AREA WEST OF S. OCEAN BLVD 275,635.5 S.F.
PARCEL 2	AREA EAST OF S. OCEAN BLVD 435,661 S.F.
PARCEL 2	AREA ON BIRD ISLAND 285,844 S.F.
TOTAL LOT AREA: 22.42 ACRES 947,142.5 S.F.	
TOTAL LOT AREA FOR CALCULATIONS = 100% OF LOT WEST OF AIA AND 50% OF LOT EAST OF AIA = 443,466 S.F. (BIRD ISLAND NOT INCLUDED)	

EXISTING S.F. TO REMAIN	
EXISTING MAIN HOUSE:	52,946 S.F.
EXISTING GUEST HOUSE (MANGO):	6,654 S.F.
EXISTING NORTH VILLA:	3,318 S.F.
EXISTING SOUTH VILLA:	3,318 S.F.
EXISTING TENNIS BLDG:	454 S.F.
EXISTING BOAT HOUSE:	2,842 S.F.
EXISTING ENG. BLDG:	5,016 S.F.
TOTAL EXISTING S.F.: 74,678 S.F.	

PROPOSED S.F.	
PROPOSED GUEST HOUSE:	10,488 S.F.
PROPOSED STUDIO BLDG:	3,761 S.F.
DEMOLITION OF BOAT HOUSE:	-2,842 S.F.
TOTAL S.F. WITH PROPOSED: 86,063 S.F.	

LOT COVERAGE DATA	
ALLOWED LOT COVERAGE (35%):	172,713 S.F.
EXISTING LOT COVERAGE BY BUILDING:	
EXISTING MAIN HOUSE:	14,371.5 S.F.
EXISTING GUEST HOUSE (MANGO):	3,225 S.F.
EXISTING NORTH VILLA:	1,942.5 S.F.
EXISTING SOUTH VILLA:	1,942.5 S.F.
EXISTING TENNIS BLDG:	454 S.F.
EXISTING BOAT HOUSE:	1,333 S.F.
EXISTING ENG. BLDG:	4,976 S.F.
LOT COVERAGE BY HARDSCAPE: 24,744 S.F.	
TOTAL EXISTING LOT COVERAGE: (12.4%) 63,508 S.F.	

PROPOSED LOT COVERAGE:	
PROPOSED GUEST HOUSE:	5,905 S.F.
PROPOSED EQUIP. ENCLOSURE:	550 S.F. +XXXX
PROPOSED STUDIO BLDG:	2,135 S.F.
DEMOLITION OF BOAT HOUSE:	-1,333 S.F.
TOTAL LOT COV. WITH PROPOSED: (14.34%) 70,765 S.F.	

PROPOSED ADDITIONS AND RENOVATIONS AT:  
**2000 SOUTH OCEAN BOULEVARD**  
 PALM BEACH COUNTY, FLORIDA  
**DAILEY JANSEN ARCHITECTS**  
 MANALAPAN  
 400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-933-4101, LICENSE AA-C001474

- DATE: 11-06-2023  
 DRAWN:  
 REVISIONS:  
 • 02.26.24 TOWN SUBMITTAL  
 • 04.11.24 REV 01  
 • 05.15.24 100% DD SET  
 • 08.13.24 ARCOM SUBMITTAL  
 • 08.19.24 6H PERMIT SET  
 • 09.16.24 TCOMM #ARCOM  
 • 11.21.24 6H PERMIT\_REV 01  
 • 03.04.25 SITE PERMIT\_REV 02  
 • 06.25.25 SITE PERMIT\_REV 03  
 • 11.01.25 SITE UTIL. BLDG DD  
 • 12.05.25 ARCOM & TCOMM

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 SEAL

ROGER P. JANSEN AR-14785  
 DRAWING NO.

**SITE SP1.01**  
 JOB NUMBER: 22-138

OVERALL SITE PLAN  
 SCALE 1" = 50'-0"

LAKE WORTH LAGOON

N89°36'39"W 400'±

MAINTENANCE YARD  
GRAVEL TO MATCH  
EXISTING DRIVE  
(PREVIOUS)

EXISTING  
EQUIPMENT  
YARD

PROPOSED  
SITE  
UTILITY  
BUILDING

30'-0"

15'-0" MIN. R.L.B. ONE-STORY SIDE SETBACK

5'-0" MIN. EQUIPMENT SIDE SETBACK

25'-0" MIN. R.L.B. TWO-STORY SIDE SETBACK

30'-0"

25'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

30'-0"

15'-0" MIN. R.L.B. ONE-STORY SIDE SETBACK

5'-0" MIN. EQUIPMENT SIDE SETBACK

25'-0" MIN. R.L.B. TWO-STORY SIDE SETBACK

30'-0"

25'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

15'-0"

8'-0" (TWO-STORY SIDE SETBACK - 50% OF LOT WIDTH = 30'-0")

281'-5" DISTANCE FROM PROPERTY LINE PROPOSED SIDE SETBACK

ZONING DIVISION LINE

EXISTING GUEST HOUSE PARKING

EXISTING GUEST HOUSE

EXISTING TENNIS COURT

EXISTING EQUIPMENT BLDG

GUEST HOUSE (UNDER CONSTRUCTION)  
10.5' NAVD  
FIN. FLR

PROPOSED BAYSIDE GUEST HOUSE PARKING

PROPOSED WATER FEATURE

EXISTING CATCH BASIN  
EXISTING FFL PAD TO BE UPGRADED

COASTAL CONSTRUCTION CONTROL LINE  
(PLAT BOOK 80, PG. 1311-RECORDED 8/22/91)

SOUTH OCEAN BOULEVARD

N05°01'26"E 669.87'

N05°01'26"E 672.30'

SITE PLAN\_SOUTH WEST

SCALE 1" = 20'-0"

DATE: 11-06-2023  
DRAWN:  
REVISIONS:  
• 02.08.24 SD SUBMITTAL  
• 04.11.24 REV 01  
• 05.14.24 ARCOM SUBMITTAL  
• 08.13.24 ARCOM SUBMITTAL  
• 09.16.24 TCOMM # ARCOM  
• 01.31.25 25% CD SET  
• 12.05.25 ARCOM SUBMITTAL

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ROGER P. JANSSEN AR-14705  
DRAWING NO.

SITE SP 1.03

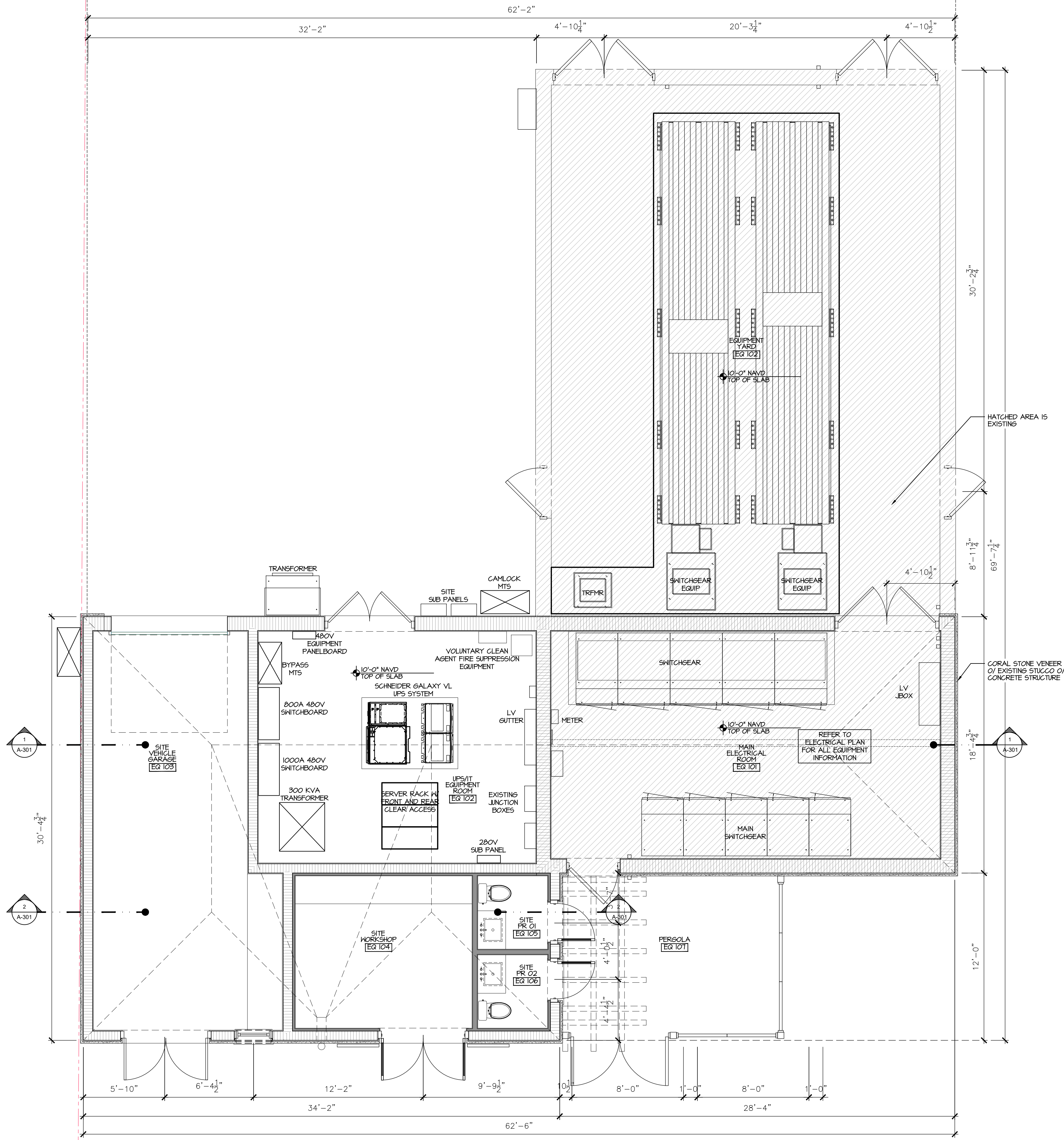
JOB NUMBER. 22-138

PROPOSED ADDITIONS AND RENOVATIONS AT:

2000 SOUTH OCEAN BOULEVARD

PALM BEACH COUNTY, FLORIDA

DAILEY JANSSEN ARCHITECTS  
400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-933-4101, LICENSE #AA-C001R14



FLOOR PLAN

SCALE 1/4" = 1'-0"

PROPOSED ADDITIONS AND RENOVATIONS AT:  
**2000 SOUTH OCEAN BOULEVARD**  
 PALM BEACH COUNTY, FLORIDA  
**DAILEY JANSSEN ARCHITECTS**  
 MANALAPAN, FLORIDA  
 400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-933-4101, LICENSE #AA-C001R14

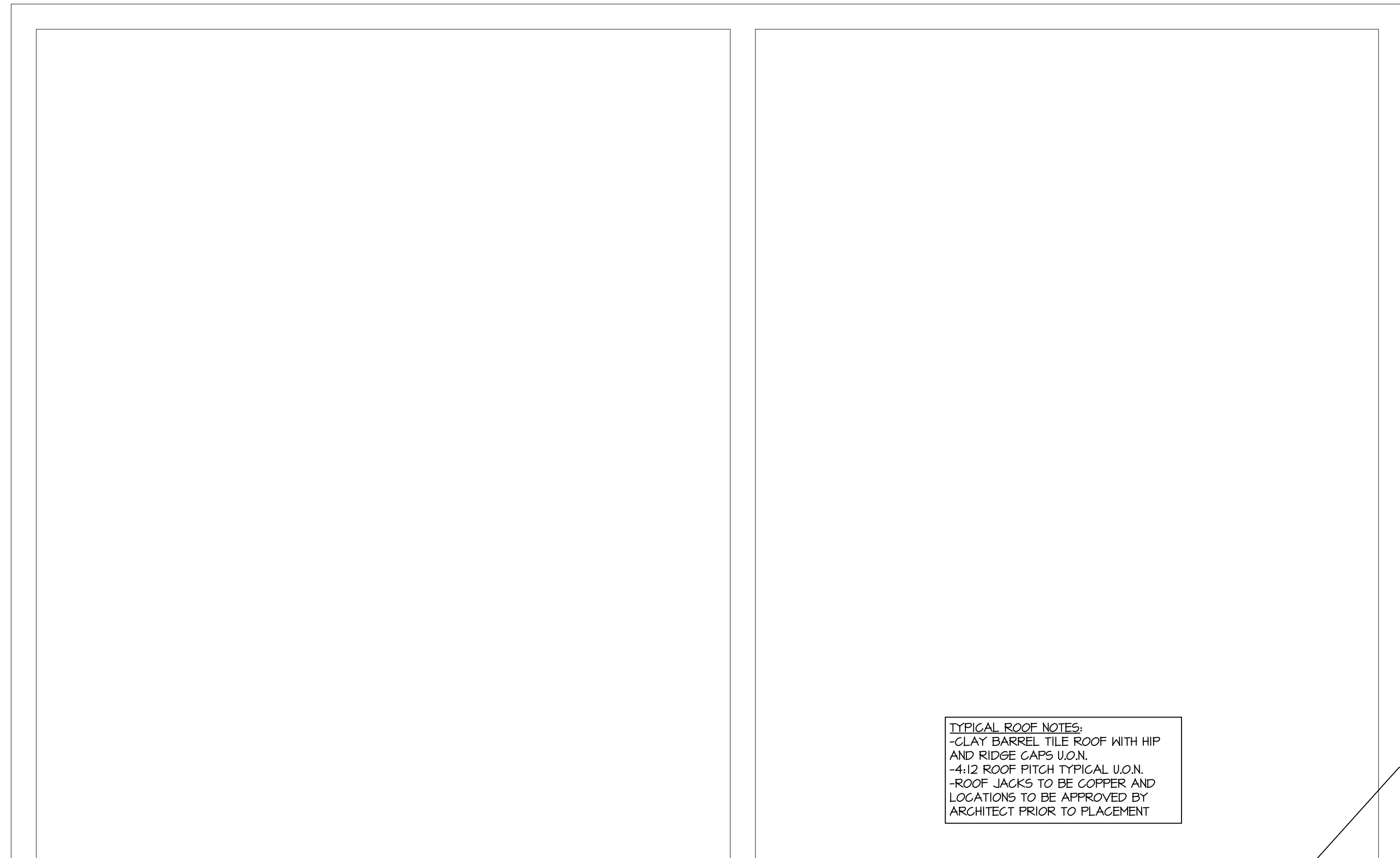
DATE: 11-06-2023  
 DRAWN:  
 REVISIONS:  
 • 11.01.25 SITE UTIL. BLDG DD

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 SEAL

ROGER P. JANSSEN AR-14785  
 DRAWING NO.

**SITE A1.01**

JOB NUMBER. 22-138



TYPICAL ROOF NOTES:  
 -CLAY BARREL TILE ROOF WITH HIP AND RIDGE CAPS U.O.N.  
 -4:12 ROOF PITCH TYPICAL U.O.N.  
 -ROOF JACKS TO BE COPPER AND LOCATIONS TO BE APPROVED BY ARCHITECT PRIOR TO PLACEMENT

HATCHED AREA - NEW PITCHED BARREL TILE ROOF OF PRE-ENGINEERED ROOF TRUSSES OR EXISTING Poured CONCRETE ROOF

ROOF PLAN

SCALE 1/4" = 1'-0"

PROPOSED ADDITIONS AND RENOVATIONS AT:  
**2000 SOUTH OCEAN BOULEVARD**  
 PALM BEACH COUNTY, FLORIDA  
**DAILEY JANSSEN ARCHITECTS**  
 400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-933-4101, LICENSE #AA-C001R14

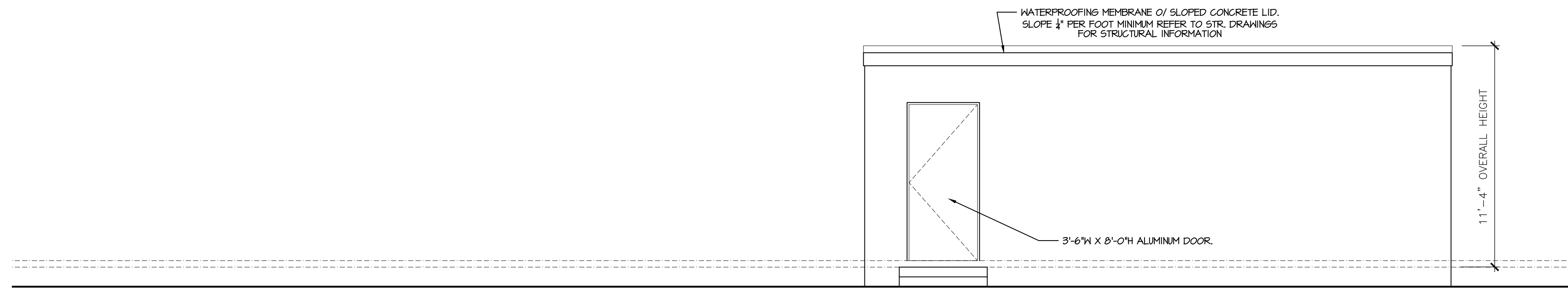
DATE: 11-06-2023  
 DRAWN:  
 REVISIONS:  
 \* 11.01.25 SITE UTIL. BLDG DD

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ROGER P. JANSSEN AR-14785  
 DRAWING NO.

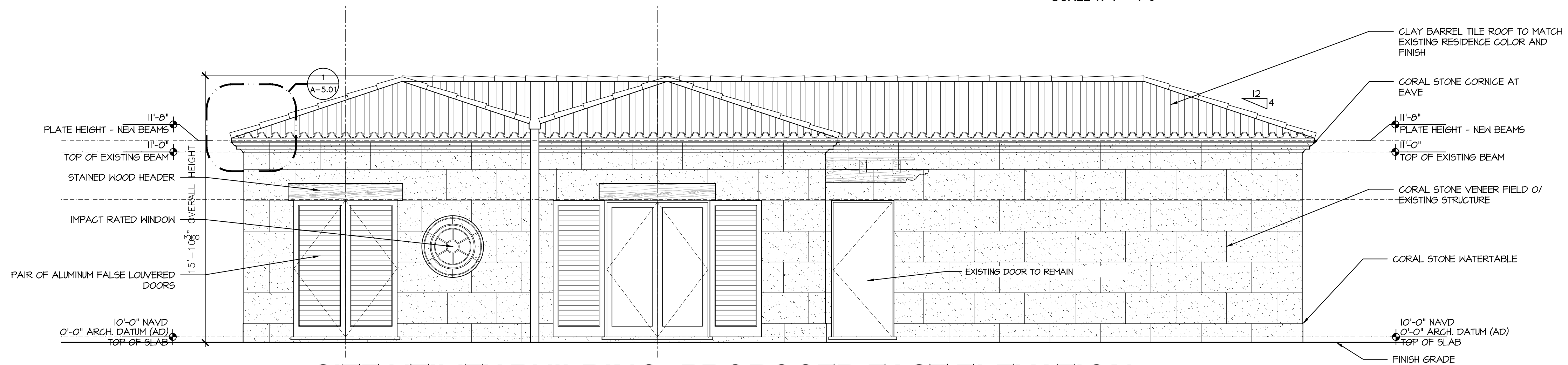
**SITE**  
**A1.01**

JOB NUMBER. 22-138



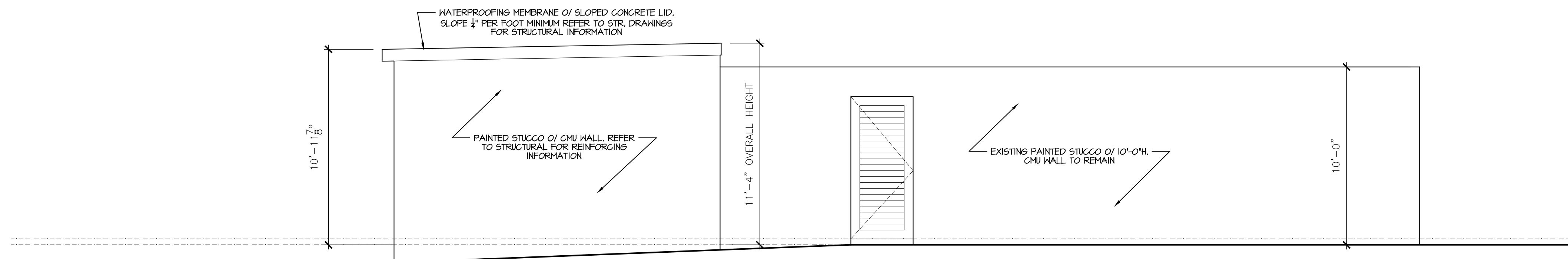
SITE UTILITY BUILDING - EXISTING EAST ELEVATION

SCALE 1/4" = 1'-0"



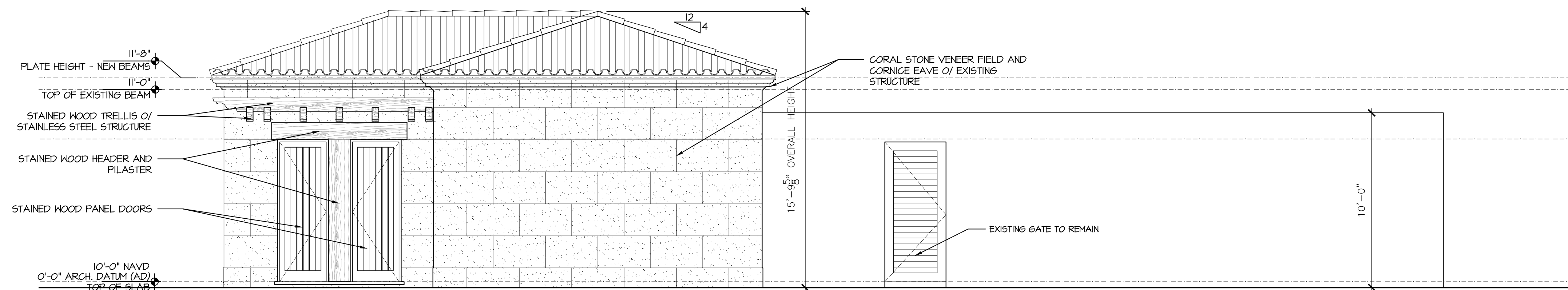
SITE UTILITY BUILDING - PROPOSED EAST ELEVATION

SCALE 1/4" = 1'-0"



SITE UTILITY BUILDING - EXISTING NORTH ELEVATION

SCALE 1/4" = 1'-0"



SITE UTILITY BUILDING - PROPOSED NORTH ELEVATION

SCALE 1/4" = 1'-0"

PROPOSED ADDITIONS AND RENOVATIONS AT:

2000 SOUTH OCEAN BOULEVARD

PALM BEACH COUNTY, FLORIDA

DAILEY JANSEN ARCHITECTS

400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-933-4101, LICENSE #AA-C00174

DATE: 11-06-2023

DRAWN:

REVISIONS:

• 11.01.25 SITE UTIL. BLDG DD

• 12.22.25 AR.COM

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SEAL

ROGER P. JANSEN AR-14705

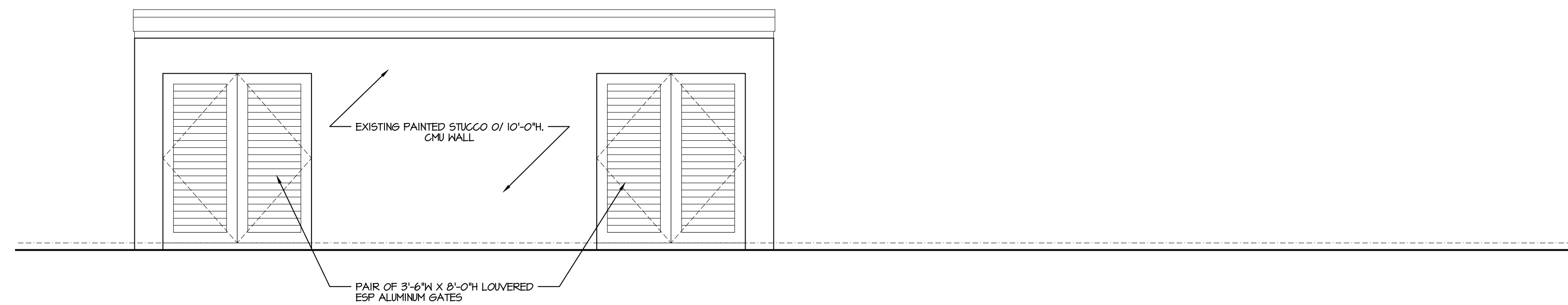
DRAWING NO.

SITE

A2.01

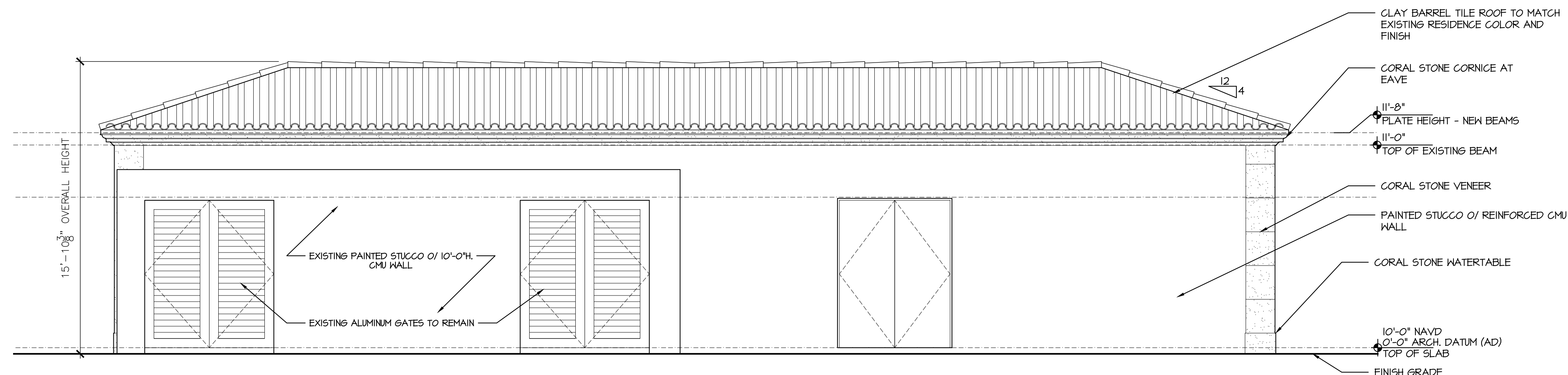
JOB NUMBER.

22-138



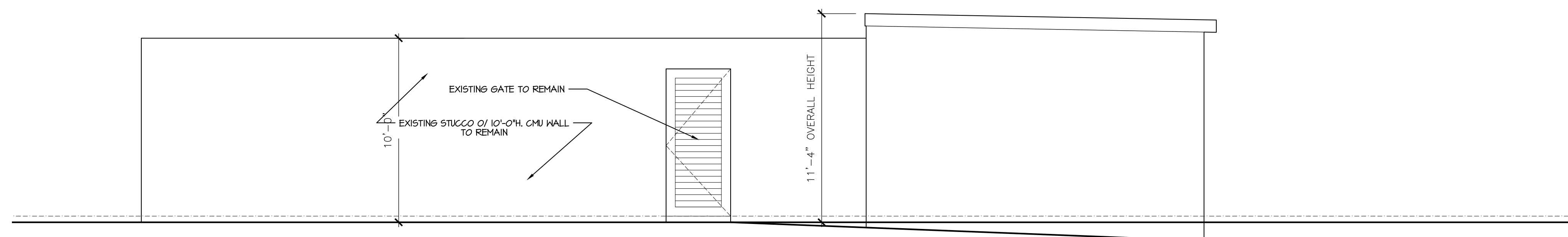
**SITE UTILITY BUILDING - EXISTING WEST ELEVATION**

SCALE 1/4" = 1'-0"



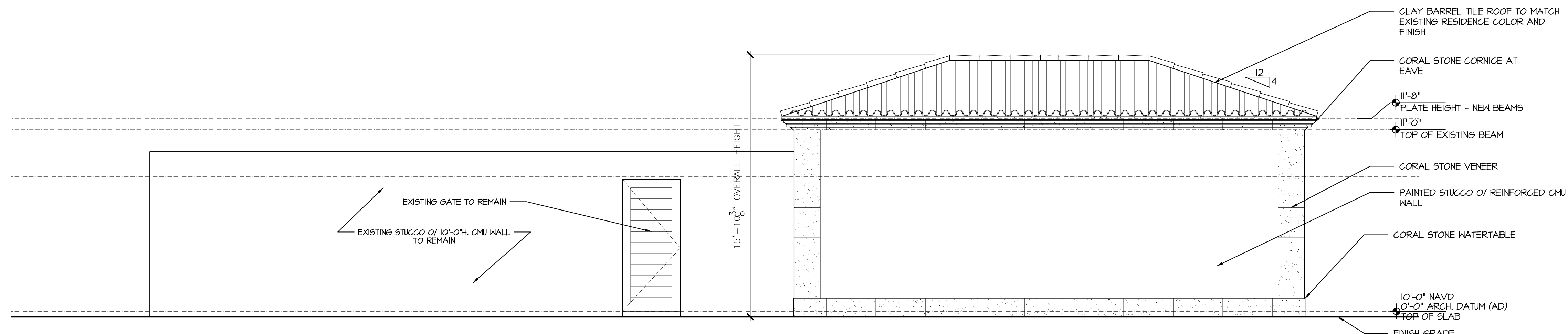
**SITE UTILITY BUILDING - PROPOSED WEST ELEVATION**

SCALE 1/4" = 1'-0"



**SITE UTILITY BUILDING - EXISTING SOUTH ELEVATION**

SCALE 1/4" = 1'-0"



**SITE UTILITY BUILDING - PROPOSED SOUTH ELEVATION**

SCALE 1/4" = 1'-0"

PROPOSED ADDITIONS AND RENOVATIONS AT:

**2000 SOUTH OCEAN BOULEVARD**

PALM BEACH COUNTY, FLORIDA

**DAILEY JANSEN ARCHITECTS**

400 CLEMATIS STREET, SUITE 200, WEST PALM BEACH, FLORIDA 33401, TEL: 561-933-4101, LICENSE #AA-C001R14

DATE: 11-06-2023

DRAWN:

REVISIONS:

- 11.01.25 SITE UTIL. BLDG DD
- 12.22.25 AR.COM

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SEAL

ROGER P. JANSEN AR-14705

DRAWING NO.

**SITE A2.02**

JOB NUMBER. 22-138

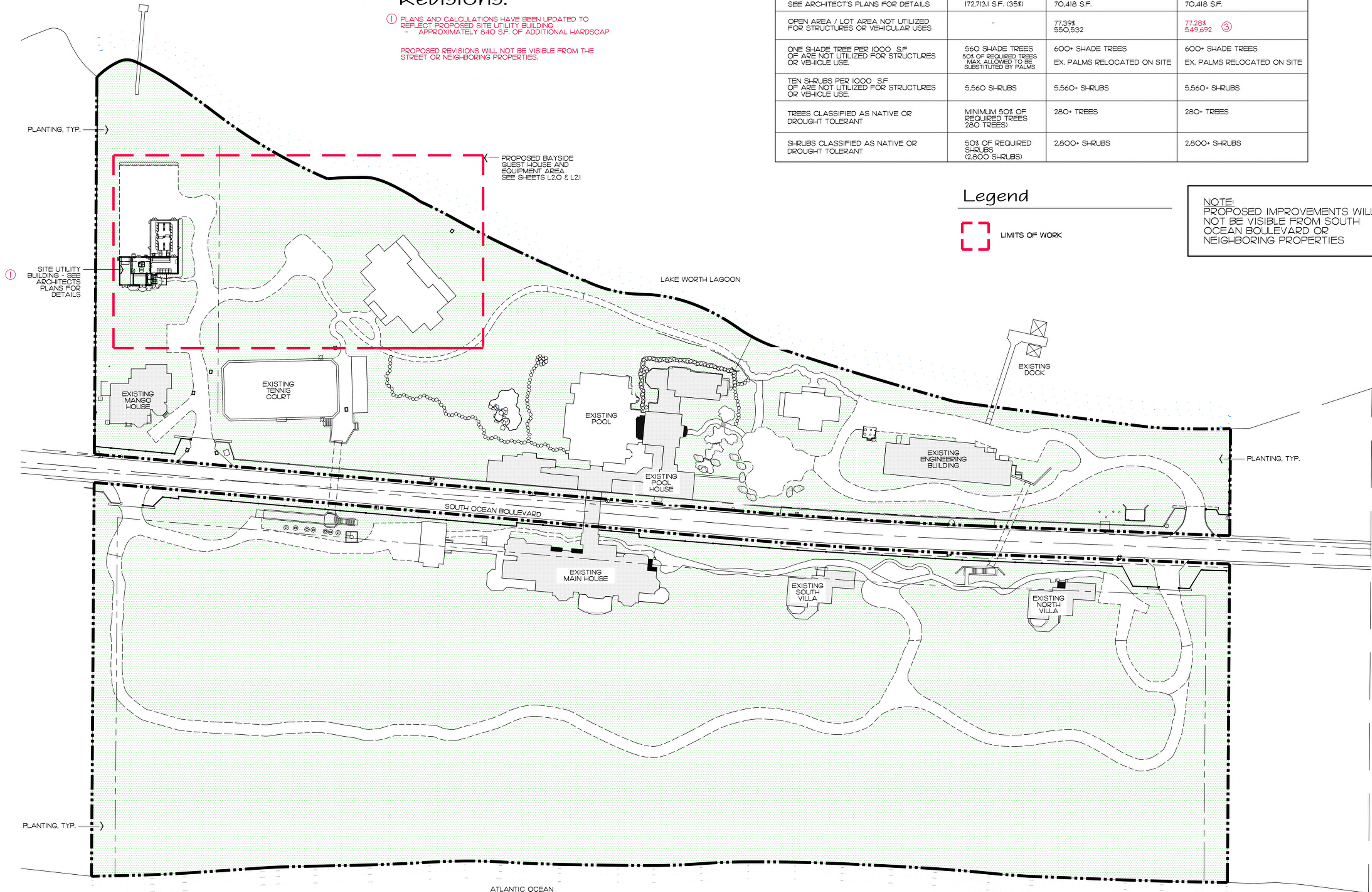
# Landscape Requirements

LOT AREA	711,293.5 S.F. (100%)		
DESCRIPTION	REQUIRED	PREVIOUSLY APPROVED	PROPOSED
BUILDING FOOTPRINT LOT COVERAGE SEE ARCHITECT'S PLANS FOR DETAILS	35% MAXIMUM 172,713.1 S.F. (35%)	14.27% 70,418 S.F.	14.27% 70,418 S.F.
OPEN AREA / LOT AREA NOT UTILIZED FOR STRUCTURES OR VEHICULAR USES	-	77.39% 550,532	77.28% 549,692
ONE SHADE TREE PER 1000 S.F. OF ARE NOT UTILIZED FOR STRUCTURES OR VEHICULAR USES	560 SHADE TREES 50% OF REQUIRED TREES MAX. ALLOWED TO BE SUBSTITUTED BY PALMS	600+ SHADE TREES EX. PALMS RELOCATED ON SITE	600+ SHADE TREES EX. PALMS RELOCATED ON SITE
TEN SHRUBS PER 1000 S.F. OF ARE NOT UTILIZED FOR STRUCTURES OR VEHICULAR USES	5,560 SHRUBS	5,560+ SHRUBS	5,560+ SHRUBS
TREES CLASSIFIED AS NATIVE OR DROUGHT TOLERANT	MINIMUM 50% OF REQUIRED TREES (280 TREES)	280+ TREES	280+ TREES
SHRUBS CLASSIFIED AS NATIVE OR DROUGHT TOLERANT	50% OF REQUIRED SHRUBS (2,800 SHRUBS)	2,800+ SHRUBS	2,800+ SHRUBS

## Revisions:

① PLANS AND CALCULATIONS HAVE BEEN UPDATED TO REFLECT PROPOSED SITE UTILITY BUILDING - APPROXIMATELY 840 S.F. OF ADDITIONAL HARDSCAP

PROPOSED REVISIONS WILL NOT BE VISIBLE FROM THE STREET OR NEIGHBORING PROPERTIES.



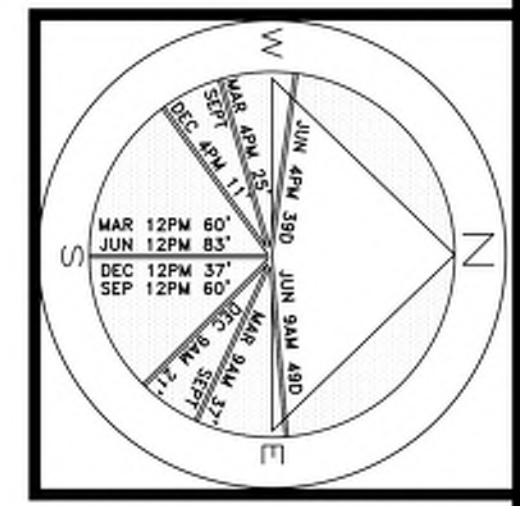
## Legend

  LIMITS OF WORK

NOTE:  
PROPOSED IMPROVEMENTS WILL NOT BE VISIBLE FROM SOUTH OCEAN BOULEVARD OR NEIGHBORING PROPERTIES

**ENVIRONMENT DESIGN GROUP**  
 139 North County Road 5420-B Palm Beach, FL 33480  
 Phone 561.832.4800 Mobile 561.313.4424  
 Landscape Architecture  
 Land Planning  
 Landscape Management  
 Dustin M. Maxwell, M.A. R.L.A. #6666784  
 dustin@environmentaldesigngroup.com

Private Residence  
 2000 South Ocean Boulevard  
 Manalapan  
 F L O R I D A



JOB NUMBER: # 23158.00 LA  
 DRAWN BY: Jean Tuomey / Valeria Quintanilla  
 DATE: 05.14.2024  
 08.12.2024  
 11.03.2025  
 12.05.2025

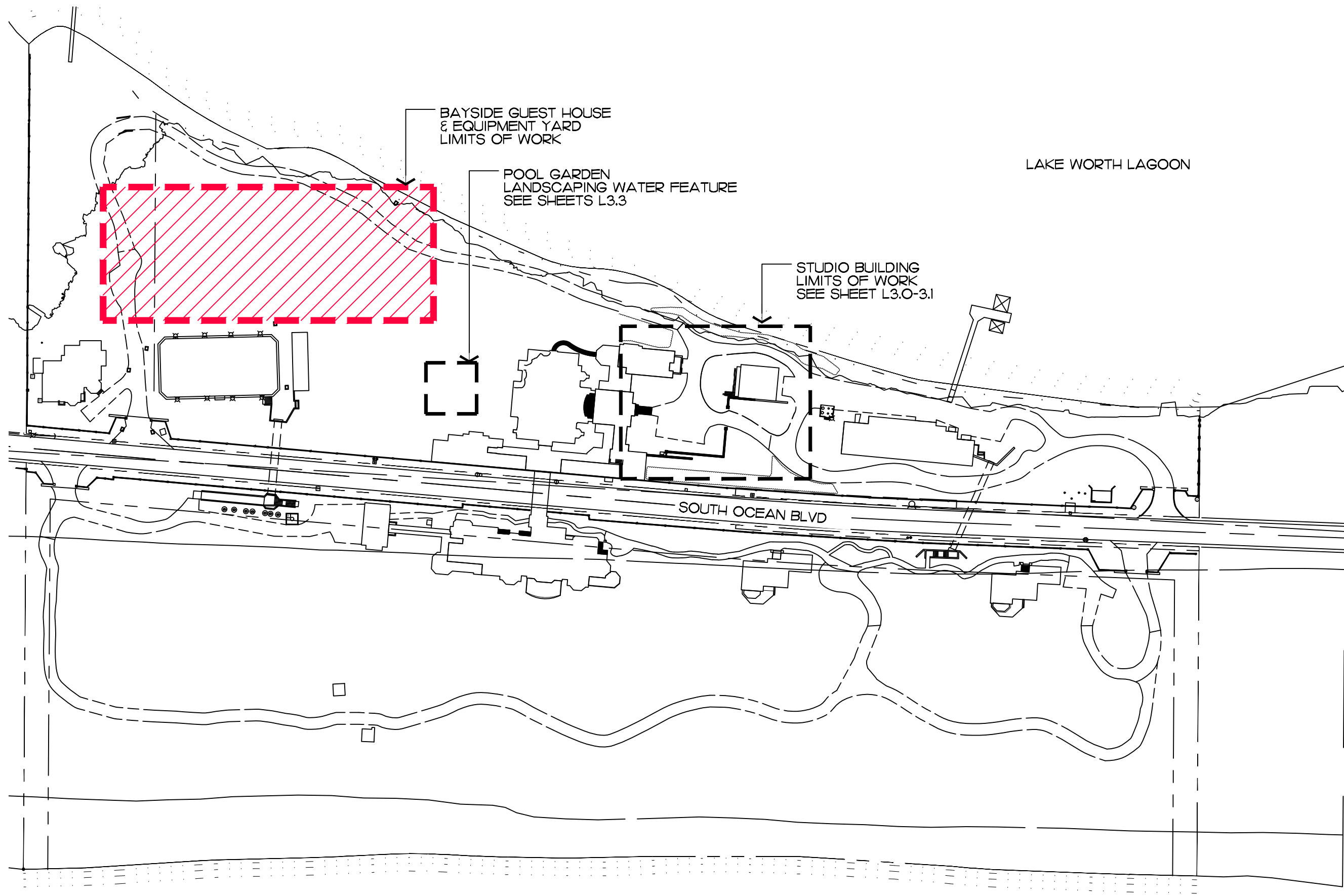
**2025**  
 COPYRIGHT: The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements and plans indicated or represented by this/these drawings are owned by and the property of the designer, and were created, evolved and developed for use on and in connection with this project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation without the written permission of the Landscape Architect.

**2025**  
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48 HOURS BEFORE DIGGING  
 CALL TOLL FREE  
 1-800-432-4770  
 SUNSHINE STATE ONE CALL  
 OF FLORIDA, INC.

*Site Plan*  
 SCALE IN FEET 0' 50' 100' 150'  
 2500 sf.  
 AREA IN SQ. FT.

SHEET L1.0



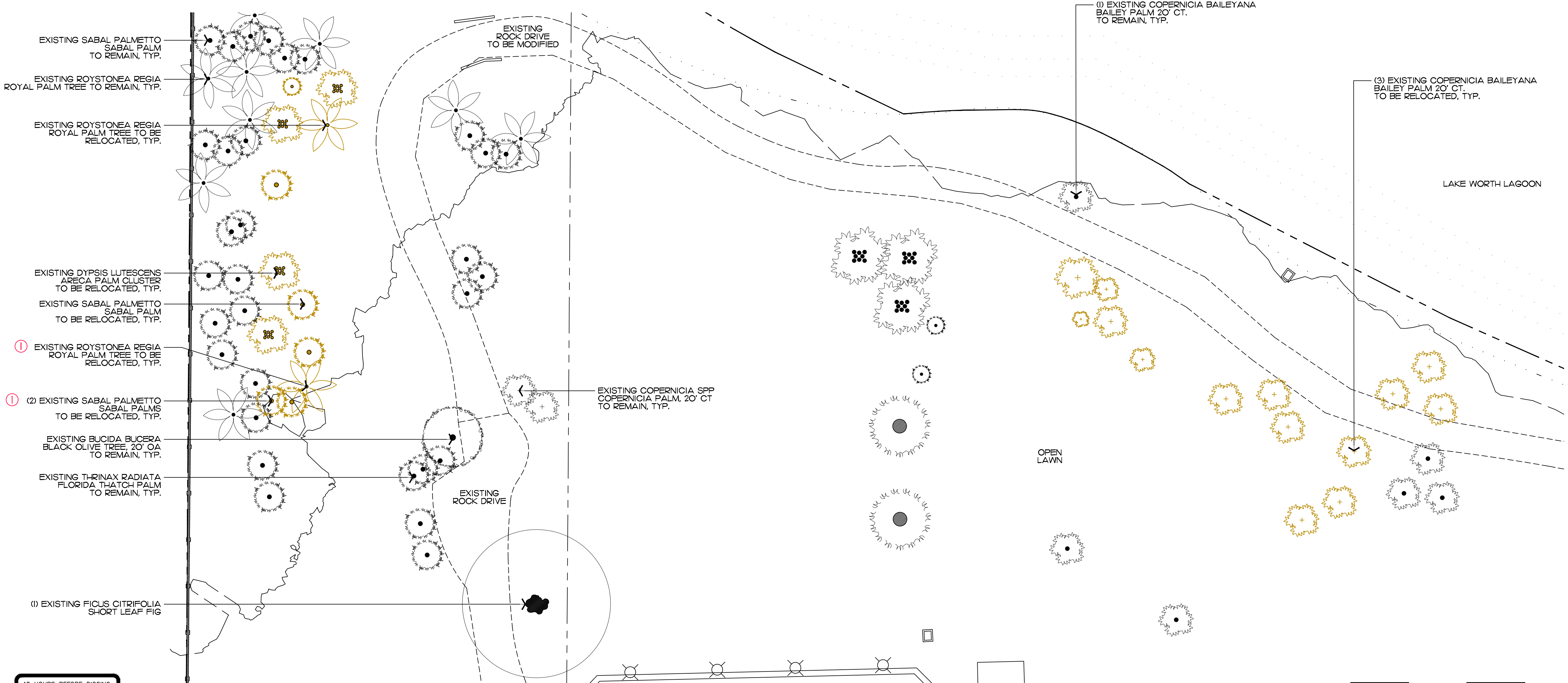
**Key Plan** ATLANTIC OCEAN

**Revisions:**

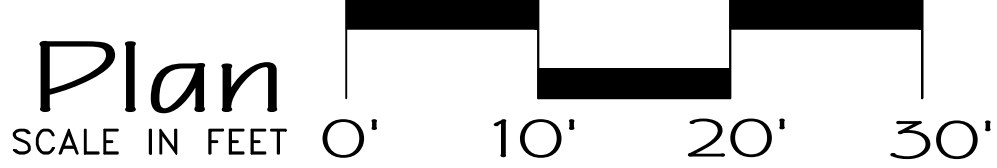
- ① (1) EXISTING ROYAL PALM AND (2) EXISTING SABAL PALMS TO BE RELOCATED TO MAKE SPACE FOR MODIFIED SITE UTILITY BUILDING. SEE SHEET L2.1 FOR NEW LOCATIONS

**NOTE:**  
 NO EXISTING INTERIOR TREES AND PALMS WILL BE REMOVED. WHEN NECESSARY FOR SITE UTILIZATION AND CONSTRUCTION DEVELOPMENT, EXISTING PALMS AND TREES WILL BE RELOCATED TO ANOTHER LOCATION ON SITE. A TREE PROTECTION BARRIER WILL BE INSTALLED ON ALL EXISTING AND RELOCATED TREES NEAR CONSTRUCTION PROJECT. SEE SHEETS L2.1 AND L3.1 FOR NEW TREE AND PALM LOCATIONS

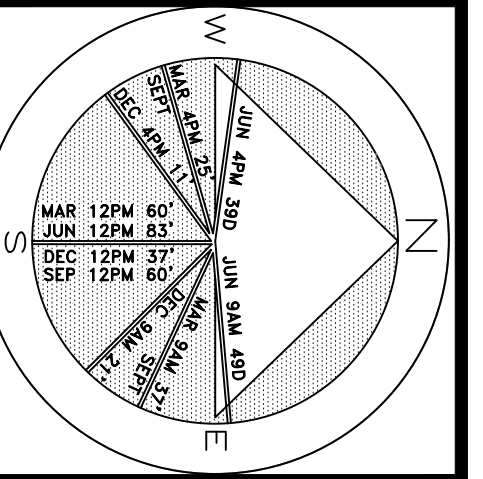
SCALE: 1" = 100'



**Guest House - Existing Conditions/Vegetation Action Plan**



**Private Residence**  
**2000 South Ocean Boulevard**  
**Manalapan**



JOB NUMBER: # 23158.00 LA  
 DRAWN BY: Jean Twomey / Valeria Quintanilla  
 DATE: 05.14.2024  
 08.12.2024  
 11.03.2025  
 12.05.2025

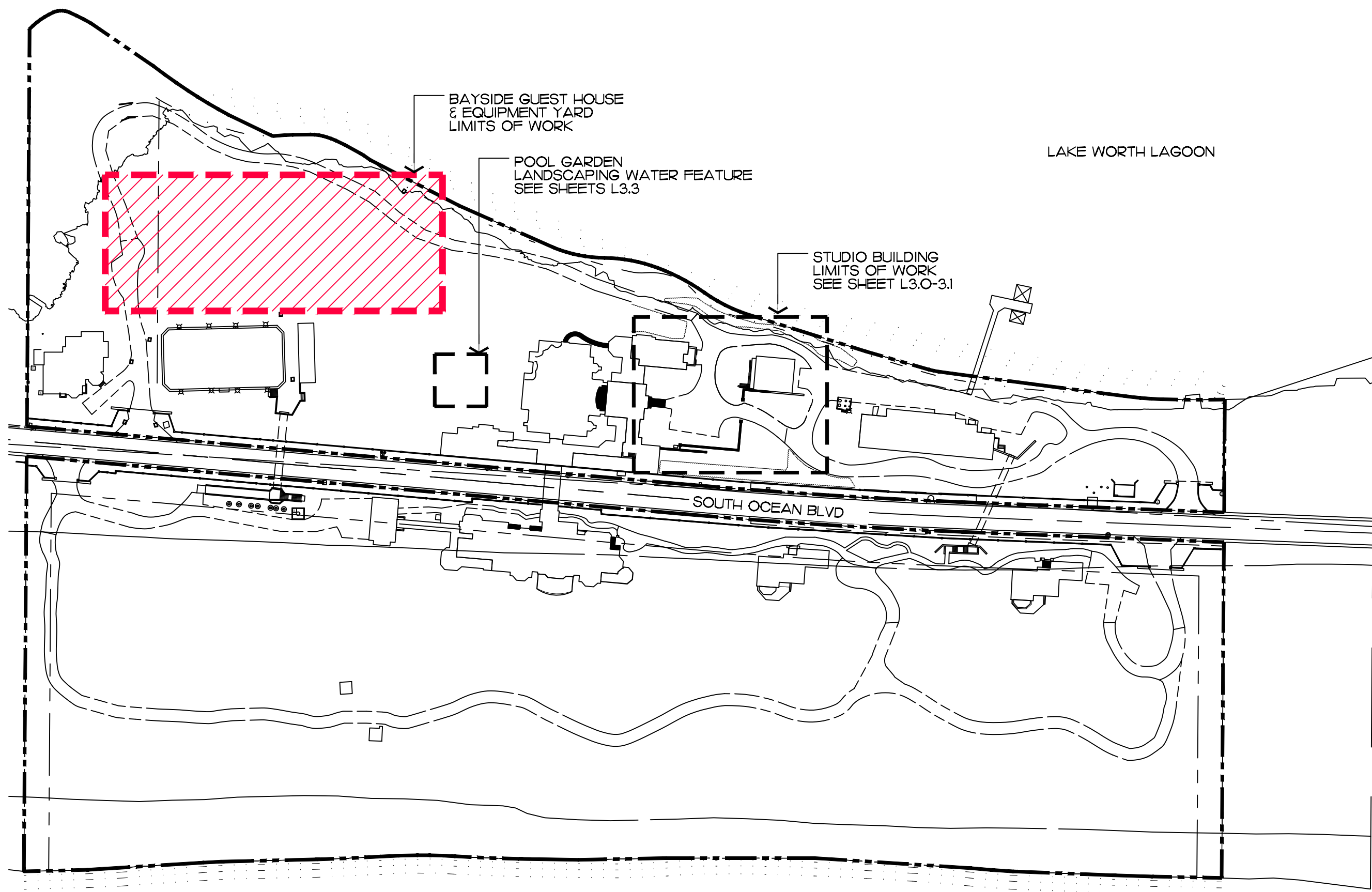
**SHEET L2.0**

**2024**  
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**2024**  
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**48 HOURS BEFORE DIGGING**  
 CALL TOLL FREE  
**1-800-432-4770**  
 SUNSHINE STATE ONE CALL  
 OF FLORIDA, INC.

AREA IN SQ. FT. 100 sf.



Key Plan

Relocated Trees

SYMBOL	PLANT NAME	QTY.	DESCRIPTION
	COPEERNICIA SPP COPEERNICIA PALM	14	EXISTING TO BE RELOCATED VARYING HEIGHTS REFER TO SHEET L2.0
	DYPISIS LUTESCENS ARECA PALM CLUSTER	4	EXISTING TO BE RELOCATED
	ROYSTONEA REGIA ROYAL PALM	1	EXISTING TO BE RELOCATED
	SABAL PALMETTO SABAL PALM	1	EXISTING TO BE RELOCATED

Proposed Shrubs

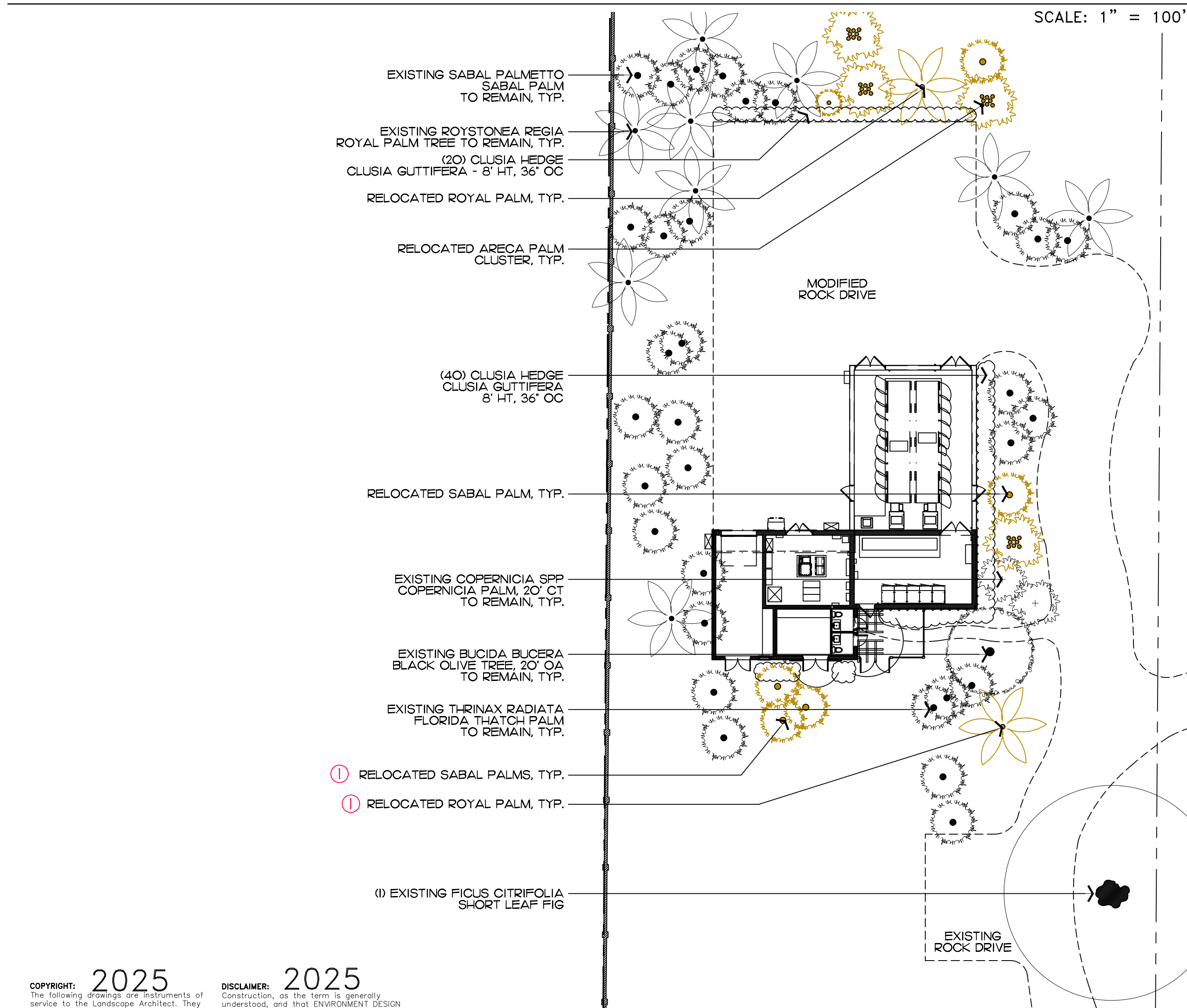
SYMBOL	PLANT NAME	QTY.	DESCRIPTION
	FOUNDATION PLANTING MIX OF MONDO GRASS BEGONIA SPP. ALOCASIA SPP. MACHO FERN	30 30 30 30	1 GAL, 24" OC 5 GAL, 24" OC 7 GAL, 24" OC 7 GAL, 24" OC
	CLUSIA GUTTIFERA CLUSIA HEDGE	60	8' HT, 36" OC

Revisions:

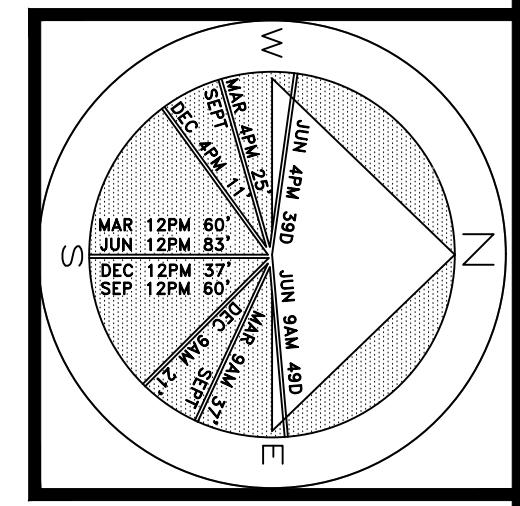
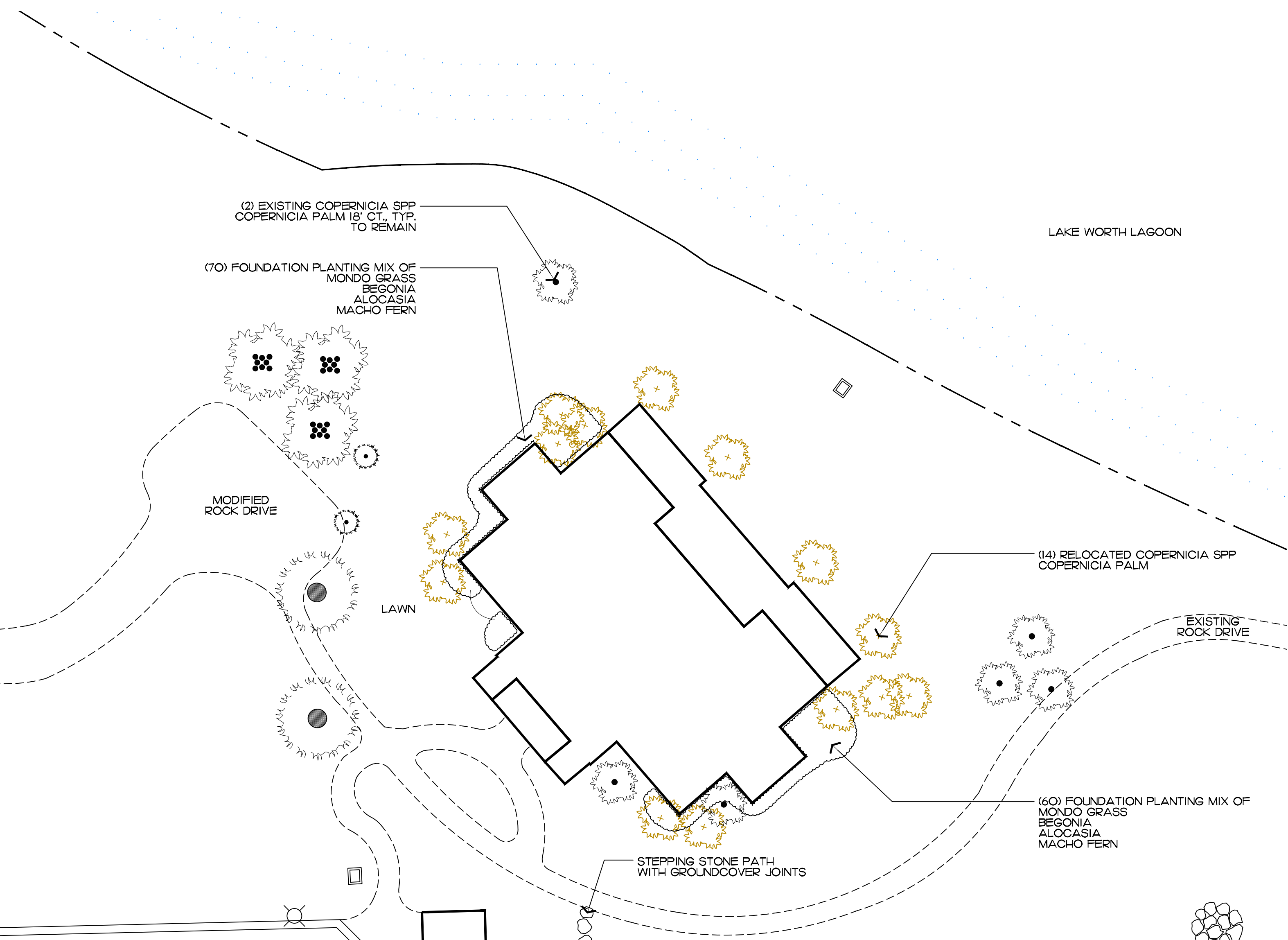
- ① MINOR ADJUSTMENTS TO PREVIOUSLY APPROVED LANDSCAPING TO FIT MODIFIED SITE UTILITY BUILDING.
- ALL PREVIOUSLY APPROVED PLANTING WILL STILL BE INSTALLED.
- (1) ROYAL PALM AND (2) SABAL PALMS PREVIOUSLY PROPOSED TO REMAIN WILL NOW BE RELOCATED.

**ENVIRONMENT DESIGN GROUP**  
 139 North County Road 5700-B Palm Beach, FL 33480  
 Phone 561.832.4800 Mobile 561.313.4424  
 Landscape Architecture  
 Land Planning  
 Landscape Management  
 Dustin M. Mizell, M.A. R.L.A. #6666784  
 dustin@environmentdesigngroup.com

Private Residence  
 2000 South Ocean Boulevard  
 Manalapan  
 F L O R I D A



Guest House & Equipment Yard - Landscape Plan



JOB NUMBER: # 23158.00 LA  
 DRAWN BY: Jean Twomey / Valeria Quintanilla  
 DATE: 05.14.2024  
 08.12.2024  
 11.03.2025  
 12.05.2025

**2025**  
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**2025**  
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48 HOURS BEFORE DIGGING  
 CALL TOLL FREE  
 1-800-432-4770  
 SUNSHINE STATE ONE CALL  
 OF FLORIDA, INC.



SHEET L2.1  
 AREA IN SQ. FT. 100 sq. ft.

**TOWN OF MANALAPAN  
AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** PH. a.

**Agenda Item Name:** **Ordinance #399**

**BACKGROUND:**

**Ordinance #399** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT TITLE III ADMINISTRATION, CHAPTER 31 STAFF, SECTION 31.17 TOWN GENERAL EMPLOYEES' AND POLICE OFFICERS' RETIREMENT FUND, SUBSECTION (E) BOARD OF TRUSTEES, TO REVISE THE COMPOSITION AND MEMBERSHIP OF THE BOARD OF TRUSTEES FOR THE TOWN RETIREMENT FUND; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF SECTION 31.17 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. **(First Reading)**

Due to the financial disclosure filing forms required by the State of Florida, the Town has historically had a difficult time filling the two Pension Board seats dedicated to residents. This ordinance changes those two positions from being strictly filled by Residents to being At-Large seats, meaning a resident or a staff member from any department of the Town can fill the role.

**MOTION:**

- Move to approve/disapprove Ordinance #399 on First Reading.

**ATTACHMENTS:**

- Ordinance #399

**ORDINANCE NO. 399**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT TITLE III ADMINISTRATION, CHAPTER 31 STAFF, SECTION 31.17 TOWN GENERAL EMPLOYEES' AND POLICE OFFICERS' RETIREMENT FUND, SUBSECTION (E) BOARD OF TRUSTEES, TO REVISE THE COMPOSITION AND MEMBERSHIP OF THE BOARD OF TRUSTEES FOR THE TOWN RETIREMENT FUND; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF SECTION 31.17 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

**WHEREAS**, The Town of Manalapan ("Town") currently provides benefits to the General Employees and Police Officers in its Town of Manalapan General Employees' and Police Officers' Retirement Fund (the "Fund"); and

**WHEREAS**, the Fund is managed by a Board of Trustees whose composition is set by code; and

**WHEREAS**, the Town desires to revise certain residency requirements for certain Board of Trustees members in order to be able to better staff the Board of Trustees and eliminate vacancies on said Board from time to time; and

**WHEREAS**, the Town Commission has determined that revising certain residency requirements for certain Board of Trustees members as proposed in this ordinance is in the best interest of the Town as well as the beneficiaries of the Fund. and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, THAT:**

**Section 1.** Title III Administration, Chapter 31 Staff, Section 31.17 Town General Employees' and Police Officers' Retirement Fund, subsection (E) Board of Trustees of the Code of Ordinances of the Town of Manalapan is hereby amended at sub subsection (b) to read as follows:

**Sec. 31.17 - Town General Employees' and Police Officers' Retirement Fund.**

**[Subsections A-D shall remain in full force and effect as previously adopted].**

(E) Board of trustees.

**[Sub-subsection (a) shall remain in full force and effect as previously adopted].**

- (b) The Board of Trustees shall consist of five (5) Trustees, as follows:
1. Two Trustees shall be “At-Large” Trustees who shall either be legal residents of the Town or Town employees (unless otherwise prohibited by law) who shall be appointed by the Town Commission;
    - a. Each ~~resident~~ At-Large Trustee shall serve as Trustee for a period of four years, unless he sooner vacates the office or is sooner replaced by the Town Commission at whose pleasure he shall serve.
    - b. Each ~~resident~~ At Large Trustee may succeed himself in office.
  2. One Trustee shall be a full-time Police Officer Member of the System who shall be elected by a majority of the Police Officers who are Members of the System;
    - a. Each Police Officer Trustee shall serve as Trustee for a period of four years, unless he sooner leaves the employment of the Town as a Police Officer or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee.
    - b. Each Police Officer Trustee may succeed himself in office.
  3. One Trustee shall be a full-time General Employee Member of the System who shall be elected by a majority of the General Employees who are Members of the System.
    - a. Each General Employee Trustee shall serve as Trustee for a period of four years, unless he sooner leaves the employment of the Town as a General Employee or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee.
    - b. Each General Employee Trustee may succeed himself in office.
  4. The fifth Trustee shall be chosen by a majority of the previous four Trustees as provided for herein, and such person's name shall be submitted to the Town Commission. Upon receipt of the fifth person's name, the Town Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided.

**[Sub-subsections (c) through (i) shall remain in full force and effect as previously adopted].**

**[Subsections F-AA shall remain in full force and effect as previously adopted].**

**Section 2.** Each and every other section and subsection of Title III Administration, Chapter 31 Staff, shall remain in full force and effect as previously adopted.

**Section 3.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**Section 4.** If any section or provision of this ordinance, any paragraph, sentence or word is declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the remainder of this ordinance.

**Section 5.** Specific authority is hereby given to codify this ordinance into the Code of Ordinances of the Town of Manalapan.

**Section 6.** This ordinance will take effect immediately upon adoption.

**FIRST READING this 20<sup>th</sup> day of January 2026.**

**TOWN OF MANALAPAN**

\_\_\_\_\_  
**John Deese, Mayor**

**ATTEST:**

**(SEAL)**

\_\_\_\_\_  
**Erika Petersen, Town Clerk**

## **TOWN OF MANALAPAN AGENDA ITEM SUMMARY**

**Meeting Date:** January 20<sup>th</sup>, 2026

**Agenda Item No.:** PH. b.

**Agenda Item Name:** **Ordinance #400**

### **BACKGROUND:**

**Ordinance #400** - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT TITLE XI: - BUSINESS REGULATIONS. AMENDING SECTION 112.02 HOURS OF SALE. TO REPEAL THE PROHIBITION ON ALCOHOLIC SALES DURING THE MORNING HOURS OF SUNDAY; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF TITLE XI. BUSINESS REGULATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(First Reading)**

The Town of Manalapan's alcoholic beverages ordinance was last updated in February 2003 and currently prohibits alcohol sales on Sundays before 11:00 a.m. The Town has received inquiries from residents who would like to purchase alcohol during the restricted Sunday morning hours but are unable to do so under the existing ordinance. The proposed ordinance revises the Sunday morning time restriction from 11:00 a.m. to 7:00 a.m.

### **MOTION:**

- Move to approve/disapprove Ordinance #400 on First Reading.

### **ATTACHMENTS:**

- Ordinance #400

**ORDINANCE NO. 400**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, AMENDING THE MANALAPAN CODE OF ORDINANCES AT TITLE XI: - BUSINESS REGULATIONS. AMENDING SECTION 112.02 HOURS OF SALE. TO REPEAL THE PROHIBITION ON ALCOHOLIC SALES DURING THE MORNING HOURS OF SUNDAY; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF TITLE XI. BUSINESS REGULATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Town Alcoholic beverages ordinance was last updated in February of 2003 and previously forbid the sale of alcohol on Sundays until 11AM; and

**WHEREAS**, The Town of Manalapan received inquiring from residents desiring to purchase alcohol during these hours but unable to do so due to the prior enacted prohibition;

**WHEREAS**, the Town of Manalapan desires to amend its Alcoholic beverages ordinance to remove the Sunday morning time restriction on the sale of alcoholic beverages and finds such purpose to be in the best interests of the public health, safety, morals, convenience, order, prosperity, and general welfare of the Town of Manalapan; and

**WHEREAS**, the Town Commission has determined that codification of these regulations and penalties are in the best interests of the citizens of the Town of Manalapan.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MANALAPAN, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are hereby adopted as the legislative findings of the Town Commission and are hereby made a part of this ordinance as if they were fully stated in this section.

**Section 2.** The Code of Ordinances of the Town of Manalapan, Florida, is hereby amended at Title XI: - Business Regulations to allow for the sale of alcoholic beverages

on Sunday mornings section 112.02 shall hereafter read as follows:

**§ - 112.02 HOURS OF SALE.**

It shall be unlawful for any person to sell, serve or consume, or to permit the sale, service or consumption of any intoxicating liquors or beverages, including beer, ale and wine, in any place holding a liquor license from the state:

(A) Between the hours of 2:00 a.m. and 7:00 a.m. on any day of the week ~~except Sunday;~~  
or

~~(B) Between the hours of 2:00 a.m. and 11:00 a.m. on Sundays.~~

**Section 3.** Each and every other section and subsection of TITLE XI: - BUSINESS REGULATIONS shall remain in full force and effect as previously adopted.

**Section 4.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**Section 5.** If any section or provision of this ordinance, any paragraph, sentence or word is declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the remainder of this ordinance.

**Section 6.** Specific authority is hereby given to codify this ordinance into the Code of Ordinances of the Town of Manalapan.

**Section 7.** This ordinance will take effect immediately upon adoption.