

**COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS
REGULAR COUNCIL MEETING
AGENDA**

In Council Chambers @6:00 P.M.

Monday, December 15, 2025

Anyone can observe the meeting live via cable Channel 5, (Community Access Yellow Springs) or on YouTube. ZOOM participation will be offered only for virtual meetings. Please contact the Council Clerk at 937-767-9126 or clerk@yellowsprings.gov for any questions regarding the Council meeting.

CALL TO ORDER

ROLL CALL

SWEARINGS IN (6:00)

Ruth Hoff: Environmental Commission
Steve McQueen: Mayor
Stephanie Pearce: Council Member
Senay Semere: Council Member
Angie Hsu: Council Member

ANNOUNCEMENTS

CONSENT AGENDA

1. [Minutes of December 1, 2025 Regular Meeting](#)
2. [Credit Card Statement for November](#)

REVIEW OF AGENDA

I. PETITIONS/COMMUNICATIONS

The Clerk will receive and file:

[Mayor's Clerk re: Mayor's Report \(2\)](#)
[Council Clerk re Annual Meeting Calendar](#)
[Bethany Gray re: Habitat Community Status \(2\)](#)
[Sherri Ihle re: Support for Windsor CRA](#)
[Luisa Bieri re: Support for Windsor CRA](#)
[Matthew Raska re: Support for Windsor CRA](#)
[Alice Robrish re: Support for Windsor CRA](#)
[Daniel Robrish re: Support for Windsor CRA](#)
[Toni Dosik re: Support for Windsor CRA](#)
[Council Clerk: New Council Oaths \(3\)](#)
[Phillip O'Rourke re: Chamber Announcement](#)
[Dorothee Bouquet re: Request for Active Transportation Rep](#)
[Brian Housh re: Sample Anti-Discrimination Ordinance](#)

II. PUBLIC HEARINGS/LEGISLATION (6:15)

[Second Reading and Public Hearing of Ordinance 2025-29](#) Approving a Right of Way Vacation Off of East Center College Street

[Emergency Reading of Ordinance 2025-30](#) Approving a Third Fourth Quarter Supplemental Appropriation and Declaring an Emergency

[Reading of Resolution 2025-61](#) Authorizing the Village Manager to Enter into a Contract with Hocking Athens Perry Community Action and Barons Bus for Go Bus Services

[Reading of Resolution 2025-62](#) Authorizing the Village Manager to Enter into a Contract with Axon for Dashcam and Bodycam Services

[Reading of Resolution 2025-63](#) Approving Vacation Time Pay Out for the Village Manager

[Reading of Resolution 2025-64](#) Appreciation for Trish Gustafson's Service as a Council Member

[Reading of Resolution 2025-65](#) Appreciation for Kevin Stokes' Eight Years of Service as a Council Member

[Reading of Resolution 2025-66](#) Appreciation for Brian Housh's Twelve Years of Service as a Council Member

[Reading of Resolution 2025-67](#) Condemning the Practice of Conversion Therapy

[Reading of Resolution 2025-68](#) Authorizing the Village Manager to Enter into a Community Reinvestment Area Agreement with The Windsor Companies for the Former Union Building Location

[Reading of Resolution 2025-69](#) Authorizing the Village Manager to Enter into a Community Reinvestment Area Agreement with The Windsor Companies for the Kettering Building Location

[Reading of Resolution 2025-70](#) Authorizing the Village Manager to Submit a Grant Application to the Ohio Department Of Transportation for Active Transportation Plan Development Assistance

[Reading of Resolution 2025-71](#) Approving Grant Funds to the 365 Project in Support of 2025 Kwanzaa Activities

[Reading of Resolution 2025-72](#) Authorizing a One-Time Bonus for the Council Clerk

III. CITIZEN CONCERNS (7:15)

IV. SPECIAL REPORTS

V. [MANAGER'S REPORT](#) (7:25)

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. BOARDS AND COMMISSIONS

	Planning Commission (PC) (Second Tuesdays at 6)	Leonard	Brown
	Active Transportation Enhancement Committee (ATEC)		
	Next Meeting is 1/21/26		Housh
	Finance Committee	Housh	Leonard
	Yellow Spring Development Corporation (YSDC) (First Tuesdays 4:30-6)		
Housh	Gustafson		
	Public Arts & Culture Commission (PACC) (First Tuesday @6:30)		
		Brown	Gustafson
	Library Commission (LC) First Tuesday Quarterly @6pm)		
Gustafson	Stokes		
	Environmental Commission (EC) (TBD)	Brown	Housh
	Village Mediation Program (VMP)	Brown	
	YS School Liaison	Gustafson	
	YS Chamber Liaison	Stokes	Leonard
	Miami Valley Regional Planning Commission (MVRPC) (First Thursday 9-10:30)		
		Housh	Stokes
	Greene County Regional Planning Commission (GCRPC)	Stokes	Housh
	Municipal Broadband/Fiber Advisory Committee (MBAC)	Stokes	Housh

X. FUTURE AGENDA ITEMS* (7:40)

Jan. 5:	Executive Session re: Appointment of a Public Official--TBD
	Nomination/Vote for Council President
	Nomination/Vote for Council Vice President
	Reading of Resolution 2026-01 Authorizing the Sale During Calendar Year 2024 of Municipally Owned Personal Property Which is Not Needed for Public Use, or Which is Obsolete or Unfit for the Use for Which It was Acquired, by Internet Auction, Pursuant to Ohio Revised Code Section 721.15(D)
	Resolution 2026-02 Approving Grant Funds to the 365 Project for MLK Day and Juneteenth Activities for Calendar Year 2026
	Temporary Appointment of Council Representatives to YSDC
	Council Retreat Agenda
Jan. 20:	
Jan. 23:	Council Retreat (9-4pm)

*Future Agenda items are noted for planning purposes only and are subject to change.

ADJOURNMENT

The next regular meeting of the Council for the Village of Yellow Springs will be held at 6:00 p.m. on **Monday, January 5, 2025.**

The Village of Yellow Springs is committed to providing reasonable accommodations for people with disabilities. Any person requiring a disability accommodation should contact the Village, Clerk of Council’s Office at 767-9126 or via e-mail at clerk@yso.com for more information.

**Council for the Village of Yellow Springs
Regular Session Minutes**

In Council Chambers @ 6 P.M.

Monday, December 1, 2025

CALL TO ORDER

President of Council Kevin Stokes called the meeting to order at 6:02 pm.

ROLL CALL

Present were Council President Kevin Stokes, Vice President Gavin DeVore Leonard and Council member Brian Housh were present. Council member Trish Gustafson arrived at 6:03: Carmen Brown arrived at 6:04pm. Solicitor Amy Blankenship, AVM/Project Lead Elyse Giardullo and Village Manager Johnnie Burns were also present.

SWEARINGS IN (6:00)

Mayor Conine swore in Rebecca Duff as Peace Officer.

President Stokes swore in Anthony Salmonson as Alternate Member of Planning Commission.

ANNOUNCEMENTS

Housh announced the success of the Community Thanksgiving meal.

Housh lauded YSDC for holding their recent Town Hall and for their economic development efforts.

Burns noted that the Village tree lighting ceremony will be December 6th from 6:30-7pm.

CONSENT AGENDA

1. Minutes of November 17, 2025 Regular Meeting

Brown MOVED and DeVore Leonard SECONDED a MOTION TO APPROVE THE MINUTES of November 17, 2025 Regular Council Meeting. The MOTION PASSED 5-0 ON A VOICE VOTE.

REVIEW OF AGENDA

There were no changes made.

PETITIONS/COMMUNICATIONS

The Clerk will receive and file:

Sheila Drennen re: Council Short Street Discussion

19 Form Letters re: Spring Meadows 3 and 4 (List of names attached to 1 form)

DeVore Leonard reviewed communications.

PUBLIC HEARINGS/LEGISLATION

Housh MOVED and Brown SECONDED a MOTION TO READ BY TITLE ONLY ALL EMERGENCY LEGISLATION. The MOTION PASSED 5-0 ON A VOICE VOTE.

Reading and Public Hearing of Ordinance 2025-25 Approving 2026 Annual Appropriations for the Village of Yellow Springs and Declaring an Emergency. DeVore Leonard MOVED and Gustafson SECONDED a MOTION TO APPROVE.

Burns noted that nothing has changed since the first reading. The budget still shows a \$588,000 deficit, and efforts are ongoing to reduce or eliminate this deficit by 2028.

Housh commented that the Village typically overestimates expenses and underestimates revenue in an effort to budget responsibly. He opined that while there is reason to believe the budget will balance during 2026, that is not the case moving forward, given extensive infrastructure needs and potential changes to property taxes.

Stokes OPENED THE PUBLIC HEARING.

Reilly Dixon of the Yellow Springs News asked several questions regarding possible backup plans should the State reduce tax income to municipalities.

Housh responded that the Village does not receive the lion's share of property tax, but that shortfalls would have to fall primarily to levies.

DeVore Leonard commented that the repeal of property taxes is unlikely, but if it occurs, every municipality in Ohio would be in the same dire position.

Housh noted that the Finance Committee would do a great deal of work on the situation, should it seem imminent.

Ralita Hilderbrand asked how much of the Affordable Housing fund is targeted for Lawson Place.

Burns responded that \$213,000 is slated specifically for Lawson Place.

Stokes CLOSED THE PUBLIC HEARING.

DeVore Leonard stated that Home, Inc. had asked, following the first reading of the budget, whether the \$20,000 allocated for Home, Inc. (HI) for the repairs project could be moved to fund Phase II of Cascades, and whether an additional \$68,213 could be directed to HI from the Affordable Housing fund to the Phase II Cascades project. This would, he said, be a \$48,213 increase, and would be conditioned upon HI receiving State funding for Phase II.

Brown asked what would happen to the needed repairs in this case.

DeVore Leonard stated that there is more ability to leverage funds on the Cascades side.

Brown objected to removal of repair funds.

Stokes noted that HI has some repair funds available.

DeVore Leonard stated that "the amount in the budget would be the same," since it would be moving funds rather than adding them.

Housh opined that those dollars would not be used for LIHTC or Glass Farm, and suggested that the Village add the amount without pulling the repair funds already allocated.

DeVore Leonard stated that he had shared this idea with Tiffany Hiser as well as with the Village team to make sure it was feasible. He proposed that \$68,213 be allocated to HI Cascades Phase II from within the Affordable Housing fund.

Stokes SECONDED.

Housh commented that there is \$80,000 in the line that was not used for LIHTC in 2025.

Brown commented that she does not want to set a precedent.

DeVore Leonard restated his motion to “Increase the appropriation to the Affordable Housing fund to \$311,247, or an additional \$68,213, those funds to be directed to the HI Phase II Cascades project should they receive State funds for Phase II. Stokes SECONDED.

Stokes CALLED THE VOTE ON THE AMENDMENT TO THE BUDGET ORDINANCE, and the MOTION PASSED 3-2 ON A ROLL CALL VOTE, with Brown and Gustafson voting against.

Stokes CALLED A VOTE ON THE MOTION TO APPROVE, AS AMENDED. The MOTION PASSED 4-1 ON A ROLL CALL VOTE, with Gustafson voting against.

First Reading of Ordinance 2025-29 Approving a Right of Way Vacation Off of East Center College Street. Brown MOVED and Housh SECONDED a MOTION TO APPROVE.

Burns noted that a portion of the alley has structures on top of it and is not usable as a Right-of-Way.

Housh asked that moving forward there be evaluation of any possible future use as a function of the Planner’s findings.

Burns agreed, but noted that ROWs are very rarely vacated in recent years.

Blankenship responded to Housh’s concern, stating that an additional condition could be added for ROW vacations.

Stokes declined to call a vote on the first reading.

Reading of Resolution 2025-58 Approving a Wage Adjustment for Village Employees for 2026. Brown MOVED and Housh SECONDED a MOTION TO APPROVE.

Burns stated that the COLA average for the area is 3.11.

Stokes permitted comment from Mitzie Miller.

Miller conflated the COLA amount and possible merit increases for eligible employees, stating that some employees could receive up to 8%. She expressed objection to this possibility and spoke against the wage increase.

Gustafson objected to Section 3, stating that the Village Manager should not be able to award merit, that those increases should come through Council.

Blankenship explained that the resolution is enabling, through legislative act, the longstanding practice of the Village Manager awarding merit increases as an outcome of performance evaluations. She explained that the referenced 5% is tied to step increases listed in the 252 chart for salaried employees.

Blankenship noted that the resolution provides legislative specificity that the Village Manager is permitted not only to recommend an annual wage increase, but is permitted to authorize merit (step) increases should they be warranted.

Gustafson stated that the average increase in Ohio is 3%, and a potential 8% increase is insupportable when “villagers are struggling to afford groceries.”

Burns pointed out that the merit increase could range from zero to as much as 5%--it is not a guaranteed 5%.

Brown objected to using struggling villagers as a reason to deny an increase, stating that all villagers benefit from having excellent Village employees.

Gustafson responded that this is what municipal employees do, and is nothing extraordinary, and that when there is a deficit, extreme measures have to be considered.

DeVore Leonard commented that while there are concerns, there is currently enough cash reserve that this is not a concern.

Housh commented that he has long tried to get a clear definition of merit increase and has not received this. He added that this is being looked at with an eye to resolution.

Brown commented that this is something that Council should have resolved and has not as yet, and that employees should not lose out.

Gustafson stated that a measure had been on the ballot and that voters had voted to add longevity increases to pay.

Blankenship indicated that this may be a misinterpretation of a conversation the two had previously had, stating that longevity increases have never been a ballot issue and are covered through the Employee Handbook.

Ralita Hilderbrand commented that “the number one cost driver is people” and that a better way to approach this issue is with bonuses.

Stokes CALLED THE VOTE, and the MOTION PASSED 4-1, with Gustafson voting against.

Reading of Resolution 2025-59 Approving a Salary Adjustment for Judith O. Kintner for Continued Service as the Clerk of Council. DeVore Leonard MOVED and Housh SECONDED a MOTION TO APPROVE.

DeVore Leonard noted the process engaged in to determine the increase.

Housh complimented the process and the thoroughness of the approach.

Blankenship received clarification that the increases proposed for both the Clerk and the Village Manager will not include the 3% increase allotted all other employees.

Stokes CALLED THE VOTE, and the MOTION PASSED 4-0 on a ROLL CALL VOTE, with Gustafson Abstaining.

Reading of Resolution 2025-60 Approving a Salary Adjustment for Johnnie R. Burns for Continued Service as Village Manager. DeVore Leonard MOVED and Housh SECONDED a MOTION TO APPROVE.

Stokes affirmed that the same process was engaged in with the Village Manager as with the Clerk.

Stokes CALLED THE VOTE, and the MOTION PASSED 4-0 on a ROLL CALL VOTE, with Gustafson Abstaining.

CITIZEN CONCERNS

Mitzie Miller related a sidewalk clearing story.

Ralita Hilderbrand expressed great frustration that DeVore Leonard had moved to increase the amount budgeted to Home, Inc. after the public hearing was closed, which effectively prevented public comment. She added that the reason she had sought to determine how much of the Affordable Housing fund was required for

Lawson Place was so that she would know how much was likely going to Home, Inc. She spoke against the lack of transparency in the situation.

Hilderbrand added that she had gone from being satisfied with the budget process to being outraged.

SPECIAL REPORTS

There were no Special Reports.

MANAGER'S REPORT

Burns delivered the Manager's Report. He noted that the WYSO story on annual flour and sugar delivery had been picked up at the state level.

Burns directed attention to a memo from Aaron Arellano regarding an ODOT grant, noting that a resolution to that effect will be brought to the meeting on December 15th.

OLD BUSINESS

Conversion Therapy Ban Discussion. Housh introduced the topic. He referenced the ordinance and resolution provided and advocated for a resolution in the short term and consideration of an ordinance in the longer term. Housh based his recommendation on his understanding that an ordinance would in fact be enforceable.

Housh stated that he had reached out to Cuyahoga County who have a Conversion Therapy Ban ordinance, and are able to do so because they have an anti-discrimination ordinance which is upheld by means of their Human Rights Commission. Housh stated that because the Village has its own Mayor's Court, he believes Council could pass first an anti-discrimination ordinance and then a CT Ban.

Responding to a question from Brown, Blankenship stated that any law the Village puts on its books can be upheld in Mayor's Court. The real issue, she said, is proving that the violation occurred. She noted that there is only one instance in the State of Ohio of a CT Ban being enforced, and that was an instance in which the provider had advertised the practice openly.

Blankenship reminded Council that the "ban on bans" is still being argued by the Supreme Court, and if it is upheld, any legislation passed by the Village would be immediately nullified.

Housh advocated for an anti-discrimination ordinance and stated that there seemed reason to bring a resolution as well. He stated that would work on both the resolution and a draft ordinance for the next packet.

Responding to a question from Stokes, Housh stated that an anti-discrimination ordinance would contain language that could be referenced by a later CT Ban ordinance.

DeVore Leonard expressed that if it is not a heavy lift or high cost, he would not be opposed to considering the legislation.

Blankenship clarified that in the case of the majority of anti-discrimination ordinances, there is an adjudicating body—such as a Human Relations Commission—that determines whether or not the alleged act of discrimination occurred.

Housh opined that this could be done within the context of Mayor's Court or could be referred to the Ohio Civil Rights Commission.

NEW BUSINESS

Go Bus Report. Burns noted that Yellow Springs has been selected as a stop on one of the planned Go Bus expansion routes. This low-cost option will provide twice-daily transportation throughout Ohio and into

Pennsylvania. A resolution authorizing a contract for these services and provision of a bus stop will be brought to the December 15th meeting.

FUTURE AGENDA ITEMS

- Dec. 15: **Second Reading and Public Hearing of Ordinance 2025-29** Approving a Right of Way Vacation Off of East Center College Street
 Reading of Resolution 2025-61 Authorizing the Village Manager to Enter into a Contract with Hocking Athens Perry Community Action and Barons Bus for Go Bus Services
 Reading of Resolution 2025-62 Authorizing the Village Manager to Enter into a Contract with XXX for Dashcam and Taser Services
 Reading of Resolution 2025-63 Approving a Vacation Time Pay Out for the Village Manager
 Reading of Resolution 2025-64 Appreciation for Trish Gustafson's Service as a Council Member
 Reading of Resolution 2025-65 Appreciation for Kevin Stokes' Eight Years of Service as a Council Member
 Reading of Resolution 2025-66 Appreciation for Brian Housh's Twelve Years of Service as a Council Member
 Reading of Resolution 2025-67 Condemning the Practice of Conversion Therapy
 Reading of Resolution 2025-68 Authorizing the Village Manager to Enter into a Community Reinvestment Area Agreement with The Windsor Companies
 Reading of Resolution 2025-69 Authorizing the Village Manager to Submit a Grant Application to the Ohio Department Of Transportation for Active Transportation Plan Development Assistance
- Jan. 5: Swear in New Council/New Mayor
 Nomination/Vote for Council President
 Nomination/Vote for Council Vice President
 First Reading of Resolution 2026-01 Authorizing the Sale During Calendar Year 2024 of Municipally Owned Personal Property Which is Not Needed for Public Use, or Which is Obsolete or Unfit for the Use for Which It was Acquired, by Internet Auction, Pursuant to Ohio Revised Code Section 721.15(D)

Jan. 20:

ADJOURNMENT

At 7:49pm DeVore Leonard MOVED and Housh SECONDED a MOTION TO ADJOURN. The MOTION PASSED 5-0 ON A VOICE VOTE.

Signed: _____
 Kevin Stokes, Council President

Attest: _____
 Judy Kintner, Clerk of Council

Date	Transaction Name	Memo	Amount
11/4/2025	DEBIT LITTLE ART THEATRE YELLOW SPRING OH	242697953	-\$400.00 COMMUNITY FREE MOVIE/YOUTH CENTER
11/10/2025	DEBIT B&H PHOTO 800-606-6969 800-2215743 NY	249064153	-\$798.65 EQUIPMENT FOR CHANNEL 5/ADMIN
11/10/2025	DEBIT ODP BUS SOL LLC # 1011 800-463-3768 OH	241374653	-\$11.09 OFFICE SUPPLIES/COUNCIL
11/10/2025	DEBIT ODP BUS SOL LLC# 10686 800-463-3768 IL	241374653	-\$13.83 OFFICE SUPPLIES/COUNCIL
11/10/2025	DEBIT ODP BUS SOL LLC # 1011 800-463-3768 OH	241374653	-\$78.99 OFFICE SUPPLIES/COUNCIL
11/10/2025	CREDIT SAFELITE AUTO GLASS 6142109080 OH	744939853	\$72.24 RETURN/STREET DEPT.
11/12/2025	DEBIT B&H PHOTO 800-606-6969 800-2215743 NY	249064153	-\$29.99 EQUIPMENT FOR CHANNEL 5/ADMIN
11/12/2025	DEBIT TOM'S MARKET YELLOW SPRING OH	244273353	-\$46.37 COUNCIL SNACKS PM MEETING
11/12/2025	DEBIT 8283 OH EPA SERVICE FE 614-644-2347 OH	244450053	-\$0.66 EPA LICENSE RENEWAL/ELECTRIC DEPT
11/12/2025	DEBIT 8283 OH EPA SERVICE FE 614-644-2347 OH	244450053	-\$0.66 EPA LICENSE RENEWAL/ELECTRIC DEPT
11/12/2025	DEBIT 8276 OH EPA WW OPCERT 614-644-2347 OH	244450053	-\$35.00 EPA LICENSE RENEWAL/ELECTRIC DEPT
11/12/2025	DEBIT 8276 OH EPA WW OPCERT 614-644-2347 OH	244450053	-\$35.00 EPA LICENSE RENEWAL/ELECTRIC DEPT
11/12/2025	DEBIT MENARDS 3369 FAIRBORN OH	241374653	-\$17.16 BOARDS FOR PLOW TRUCK/STREET DEPT.
11/13/2025	DEBIT ODP BUS SOL LLC # 1011 800-463-3768 OH	241374653	-\$48.89 OFFICE SUPPLIES/COUNCIL
11/13/2025	DEBIT DOLLAR-GENERAL #7647 YELLOW SPRING OH	244450053	-\$65.85 SUPPLIES FOR WATER DEPT.
11/14/2025	DEBIT CANVA* I04700-4296789 CANVA.COM DE	240113453	-\$500.00 CANVA RENEWAL/ADMINISTRATION
11/14/2025	DEBIT ODP BUS SOL LLC # 1011 800-463-3768 OH	241374653	-\$12.99 OFFICE SUPPLIES/COUNCIL
11/17/2025	DEBIT SUNCOASTLEARNING.COM 800-269-1181 GA	248019753	-\$125.00 ONLINE CLASS FOR WATERLIC/JOHNNIE
11/17/2025	DEBIT MENARDS 3369 FAIRBORN OH	241374653	-\$84.80 PAINT FOR PLOW TRUCKS/STREET DEPT.
11/18/2025	DEBIT B&H PHOTO 800-606-6969 800-2215743 NY	249064153	-\$49.74 EQUIPMENT FOR CHANNEL 5/ADMIN
11/19/2025	CREDIT B&H PHOTO 800-606-6969 800-2215743 NY	749064153	\$23.00 RETURN/ADMIN
11/20/2025	DEBIT B&H PHOTO 800-606-6969 800-2215743 NY	249064153	-\$37.48 EQUIPMENT FOR CHANNEL 5/ADMIN
11/21/2025	CREDIT FEEDERS SUPPLY COMPANY FAIRBORN OH	740999053	\$53.36 RETURN/POLICE DEPT.
11/21/2025	DEBIT USPS PO 3891980387 YELLOW SPRING OH	241374653	-\$7.74 CERTIFIED MAIL/COUNCIL CLERK
11/21/2025	DEBIT MENARDS 3369 FAIRBORN OH	241374653	-\$83.32 RUST CONVERTER FOR PLOW TRUCKS/STREET DEPT.
11/24/2025	DEBIT MEIJER STORE #066 SPRINGFIELD OH	244450053	-\$24.44 SNACKS FOR POLICE DEPT.
11/24/2025	DEBIT HARBOR FREIGHT TOOLS31 XENIA OH	242316853	-\$143.43 TOOLS FOR WATER VAN/ELECTRIC DEPT.
11/24/2025	DEBIT MENARDS 3369 FAIRBORN OH	241374653	-\$80.43 BOLTS FOR PLOW/STREET DEPT.
11/25/2025	CREDIT PAYMENT THANK YOU	WEB AUTOI	\$15,382.97 LAST MONTH'S PAYMENT
11/28/2025	DEBIT MENARDS 3369 FAIRBORN OH	241374653	-\$122.88 WIPERS FOR TRUCKS/STREET DEPT.
12/2/2025	DEBIT SPRINGFIELD RURAL KING SPRINGFIELD OH	244310653	-\$216.55 BATTERIES FOR DUMP TRUCK/ELECTRIC DEPT.
12/2/2025	DEBIT SPRINGFIELD RURAL KING SPRINGFIELD OH	244310653	-\$37.69 GREASE AND LUBRICANTS/STREET DEPT.
12/2/2025	DEBIT LOWES #02603* XENIA OH	246921653	-\$189.90 SMALL HEATERS FOR WRF/WATER DEPT.
12/2/2025	DEBIT HARBOR FREIGHT TOOLS31 XENIA OH	242316853	-\$143.88 NITRILE GLOVES/WATER DEPT.



2025 Mayor's Court Report to Council

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Total Charges from PD	8	11	14	16	18	18	15	9	18	32	13		172
Charges sent to MC	6	10	13	10	9	17	7	5	10	27	9		123
Percentage of charges sent to MC	75%	91%	93%	63%	50%	94%	47%	56%	56%	84%	69%		71%
Total Incidents	8	11	14	13	15	17	12	9	15	31	10		155
Total Incidents to MC	6	10	13	10	9	16	6	5	9	27	9		120
Percentage of Incidents to MC	75%	91%	93%	77%	60%	94%	50%	56%	60%	87%	90%		77%
Total Charges in MC	6	10	13	10	9	17	7	5	10	27	9		123
Traffic	5	7	11	7	7	5	6	4	9	3	7		71
Criminal	0	0	0	0	0	0	0	1	1	0	0		2
Parking	1	3	2	3	2	12	1	0	0	24	2		50
Payments													
Traffic/Criminal	\$ 1,077.00	\$ 1,088.00	\$ 815.00	\$ 925.00	\$ 725.00	\$ 910.00	\$ 610.00	\$ 775.00	\$ 915.00	\$ 1,097.50	\$ 430.00		\$ 9,367.50
Parking Tickets	\$ 120.00	\$ 40.00	\$ 80.00	\$ -	\$ -	\$ 200.00	\$ 220.00	\$ 40.00	\$ 130.00	\$ 700.00	\$ 340.00		\$ 1,870.00
Weddings	\$ 100.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ -	\$ 200.00	\$ 100.00		\$ 1,650.00
TOTAL	\$ 1,297.00	\$ 1,378.00	\$ 1,145.00	\$ 1,125.00	\$ 875.00	\$ 1,260.00	\$ 980.00	\$ 915.00	\$ 1,045.00	\$ 1,997.50	\$ 870.00	\$ -	\$ 12,887.50
Expenses pd to State/Co													
Victims of Crime	\$ (90.00)	\$ (81.00)	\$ (63.00)	\$ (63.00)	\$ (45.00)	\$ (63.00)	\$ (45.00)	\$ (54.00)	\$ (68.00)	\$ (85.00)	\$ (45.00)		\$ (702.00)
Indigent Defense													
Support Fund	\$ (250.00)	\$ (225.00)	\$ (185.00)	\$ (175.00)	\$ (125.00)	\$ (175.00)	\$ (125.00)	\$ (150.00)	\$ (190.00)	\$ (225.00)	\$ (120.00)		\$ (1,945.00)
Drug Law Enforcement	\$ (35.00)	\$ (31.50)	\$ (24.50)	\$ (24.50)	\$ (17.50)	\$ (24.50)	\$ (17.50)	\$ (21.00)	\$ (21.00)	\$ (31.50)	\$ (14.00)		\$ (262.50)
Child Safety Restraint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Sealing Records - State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Seat Belt Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Indigent Drivers													
Alcohol Treatment - County	\$ (15.00)	\$ (13.50)	\$ (10.50)	\$ (10.50)	\$ (7.50)	\$ (10.50)	\$ (7.50)	\$ (9.00)	\$ (9.00)	\$ (13.50)	\$ (6.00)		\$ (112.50)
TOTAL	\$ (390.00)	\$ (351.00)	\$ (283.00)	\$ (273.00)	\$ (195.00)	\$ (273.00)	\$ (195.00)	\$ (234.00)	\$ (288.00)	\$ (355.00)	\$ (185.00)	\$ -	\$ (3,022.00)
MC Check to Village	\$ 907.00	\$ 1,002.00	\$ 862.00	\$ 852.00	\$ 680.00	\$ 987.00	\$ 785.00	\$ 681.00	\$ 757.00	\$ 1,642.50	\$ 685.00		\$ 9,840.50
General Fund	\$ 817.00	\$ 908.00	\$ 782.00	\$ 782.00	\$ 630.00	\$ 917.00	\$ 735.00	\$ 621.00	\$ 697.00	\$ 1,546.50	\$ 631.00		\$ 9,066.50
MC Computer Fund	\$ 90.00	\$ 94.00	\$ 80.00	\$ 70.00	\$ 50.00	\$ 70.00	\$ 50.00	\$ 60.00	\$ 60.00	\$ 96.00	\$ 54.00		\$ 774.00
TOTAL REVENUE	\$ 907.00	\$ 1,002.00	\$ 862.00	\$ 852.00	\$ 680.00	\$ 987.00	\$ 785.00	\$ 681.00	\$ 757.00	\$ 1,642.50	\$ 685.00	\$ -	\$ 9,840.50

Mayor's Court Report on 2025 YSPD Charges

Incidents Eligible for Mayor's Court

	YSPD's Total Incidents	Incidents sent to MC	Incidents Eligible but not Sent to MC	Percentage of Eligible Incidents not sent to MC	Reasons Not Sent to Mayor's Court
Jan.	8	6	0	0%	N/A
Feb.	11	10	0	0%	N/A
Mar.	14	13	0	0%	N/A
Apr.	13	10	0	0%	N/A
May	15	9	1	6.667%	Missing ORD in Schedule
Jun.	17	16	0	0.0%	N/A
Jul.	12	6	0	0%	N/A
Aug.	9	5	0	0%	N/A
Sept.	15	9	0	0%	N/A
Oct.	31	27	0	0%	N/A
Nov.	10	9	0	0%	N/A
Dec.					
Total	155	120	1	0.645%	

Incidents Ineligible for Mayor's Court and Reasons Why Ineligible

	YSPD's Total Incidents	Incidents Ineligible to be heard in MC	Lives out of area or occurred out of YS Jurisdiction	OVI	Jailed/ violent /felony	Juvenile	Child support	ORC requirement/ enhancement	Sex offense
Jan.	8	2	0	0	2	0	0	0	0
Feb.	11	1	0	0	1	0	0	0	0
Mar.	14	1	0	0	1	0	0	0	0
Apr.	13	3	0	0	1	0	0	2	0
May	15	5	0	0	2	0	0	3	0
Jun.	17	1	0	0	1	0	0	0	0
Jul.	12	6	1	0	1	0	0	4	0
Aug.	9	4	0	0	2	0	0	2	0
Sept.	15	6	0	0	1	0	0	5	0
Oct.	31	4	0	1	2	0	0	1	0
Nov.	10	1	0	1	0	0	0	0	0
Dec.									
Total	155	34	1	2	14	0	0	17	0

**2026 Calendar of Village of Yellow Springs
Council and Council Commissions and Boards**

Council for the Village of Yellow Springs: First and third Mondays at 6:00 pm: **Mon. January 5; Tues. January 20; Mon. February 2; Tues. February 17; Mon. March 2; Mon. March 16; Mon. April 6; Mon. April 20; Mon. May 4; Mon. May 18; Mon. June 1; Mon. June 15; Mon. July 6; Mon. July 20; No first meeting in August; Mon. August 17; Tues. September 8; Mon. September 21; Mon. October 5; Mon. October 19; Mon. November 2; Mon. November 16; Mon. December 7; Mon. December 21.**

Board of Zoning Appeals: Meetings only as required; scheduled by Council Clerk: **No Meetings Scheduled:** Check Yellow Springs News or www.yellowsprings.gov for meetings.

Planning Commission: Meets first Tuesday after the first Council meeting of the month, typically the 2nd Tuesday, at 6:00 pm: **Tues. January 13; Tues. February 10; Tues. March 10; Tues. April 14; Tues. May 12; Tues. June 9; Tues. July 14; Tues. August 11; Tues. September 15; Tues. October 13; Tues. November 10; Tues. December 15.**

Public Arts and Culture Commission: Meets first Tuesdays at 6:30 pm: **Tues. January 6; February 3; March 3; April 7; May 5; June 2; July 7; August 4; September 1; October 6; November 3; December 1**

Environmental Commission: Meets second Thursdays at 6:00 pm: **Thurs. January 9; Thurs. February 13; Thurs. March 13; Thurs. April 10; Thurs. May 8; Thurs. June 12; Thurs. July 10; Thurs. August 14; Thurs. September 11; Thurs. October 9; Thurs. November 13; Thurs. December 11.**

Library Commission: Meets quarterly at 5:30 pm: **Tues. January 6; Tues. May 5, Tues. July 7, Tues. November 3.**

Housing Committee: ON HIATUS

Finance Committee: Once monthly, TBD

Board of Tax Appeals: Meetings only as required— Scheduled by administration. Meets in Council Chambers: **No Meetings Scheduled.**

Utility Dispute Resolution Board: Meetings only as required, scheduled by Administration. Meets in Council Chambers. **No Meetings Scheduled**

Judy Kintner, Clerk of Council

From: Bethany Gray <ohiobluebirder@gmail.com>
Sent: Monday, December 8, 2025 10:13 AM
To: Judy Kintner, Clerk of Council
Cc: Catherine Zimmerman; Pam Conine, Mayor; Bethany Gray
Subject: For public communications in Council agenda on 12/15/25
Attachments: YellowSprings_Certificate.pdf

Judy, attached is the 6-year community certificate from the National Wildlife Federation (NWF). Please include it with the memo below with public communications. Thank you.

With 30 "points" required this year for recertification with NWF, 60 points were awarded for education & outreach and land stewardship support activities in our community.

We thank the Village for their sponsorship of this year's Earth Day & Community Habitat celebration and promotion of Earth Week activities in Yellow Springs which was again recognized by NWF during this renewal process. This year, the Senior Center also donated their lawn space for the event due to the unavailability of the Bryan Center, and the 3-hour event hosted over 900 attendees. Five private properties certified with NWF in 2025 (4 within the Village and 1 in the Township) bringing the cumulative total to 123 certified habitat properties in the 45387 zip code.

The Habitat Team network of 9-10 individuals (including representatives from our area's environmental organizations) meets at least quarterly at the Community Foundation building throughout the year to connect and coordinate some joint activities such as the Earth Day celebration, Garden Tour and Down to Earth column in the Yellow Springs News.

Bethany Gray & Catherine Zimmerman, Liaisons for the YS Habitat Team network & NWF
Mayor Pam Conine, for the NWF Mayors' Monarch Pledge

December 02, 2025



THE NATIONAL WILDLIFE FEDERATION RECOGNIZES

Village of Yellow Springs Ohio

as certified with the National Wildlife Federation for

6 YEARS

This community is an active Community Wildlife Habitat with the National Wildlife Federation and has taken exceptional action to preserve, enhance, restore and connect wildlife habitat while also communicating the importance of habitat stewardship to the public. These efforts, made under the auspices of the National Wildlife Federation's Garden for Wildlife program, contribute to establishing a network of thriving communities where people, wildlife and plants can all flourish.




COLLIN O'MARA
PRESIDENT & CEO



**NATIONAL
WILDLIFE
FEDERATION**

Judy Kintner, Clerk of Council

From: Sent on Behalf of Village of Yellow Springs, Ohio <no-reply@egovnotices.com>
Sent: Tuesday, December 2, 2025 10:42 AM
To: Judy Kintner, Clerk of Council
Subject: Contact Village Council Submitted - Receipt #2025-JOG8JQ



Tue, Dec 02, 2025 10:40

Village of Yellow Springs, Ohio

Contact Village Council Submitted - Receipt #2025-JOG8JQ

To: Judy Kintner <clerk@vil.yellowsprings.oh.us>
From: Webmaster <village-no-reply@vil.yellowsprings.oh.us>
Date: Tue, Dec 02, 2025 10:40
Subject: Contact Village Council Submitted - Receipt #2025-JOG8JQ

A citizen submitted the following information for one or more item(s) for which you are on the notification list. The information sent to the citizen is as follows.

Confirmation

Thank you, your message has been received.

Council Clerk's Office

clerk@yso.com

937-767-9126

Contact Village Council

Full Name: Sherri Ihle

Email: sherriihle@gmail.com

Address: 450 Corry St. Apartment 3, Yellow Springs, OH 45387

Message: Dear Council, I am concerned as I hear the opposition to the Windsor Project that it may be overly swaying your perception of this project and the good it could bring to the Village. I work at Antioch and oversee campus student life, including campus housing. My child is a senior at Yellow Springs High School and active in the Youth Action Board through the Community Foundation. As a resident of Yellow Springs, and employee within the Village, I cannot stress enough how important it is for this project to move forward. We are excited for the vibrancy and activity that new neighbors would bring as well as the area improvements that Windsor is committed to that would improve the neighborhood. Windsor has been very responsive to neighbor concerns and has modified their proposal plans to take into account feedback. The Village desperately needs more affordable housing

and this particular corner of the Village needs revitalization and removal of a massive eyesore. Please do not let those opposed to any change blind us to the opportunities that change, particularly with a responsive and collaborative partner, can bring to our community. Sincerely, Sherri Ihle

Include in upcoming packet?: Yes

To stay up to date you can view the status of this item [here](#).

December 3, 2025

To Village Council:

In 2008 when Antioch University decided to close the campus of Antioch College, it shut off power to its buildings and left the College and community spaces mostly empty and abandoned. In fact, and notably with the support of Village Council at the time, it was granted approval to invest and build a brand new building—which has never filled its capacity—on the outskirts of town without remediation, renovation or remedy to the vast deteriorating physical plant that it left in the heart of the village.

To the amazement of many, a small but determined group of alumni and friends of the College facilitated its reopening in 2011, which has included a lengthy and extensive investment in rebuilding not only its academic programs but also its infrastructure. Many of these efforts have aligned with the village's values—such as a commitment to renewable energy—and support for villagers to utilize many areas of campus as shared resources, such as the Wellness Center, the CSKC, and the Foundry Theater. All of this takes resources, vision, and an ongoing commitment to renewing the vibrancy of the College and village's shared sense of place and belonging.

While the College has inherited much good will and donor support, it also inherited outsized buildings that housed the University, and others that had been left in disrepair from a college that boasted a much larger student body 60 years ago. Now, Antioch has been working in good faith to right-size its footprint and encourage community partnership and investment that will benefit everyone who lives here. There is a lot of excitement about the new home of the Senior Center, the possibility of senior apartments, and other rental apartment housing stock that the Village has sorely needed for decades. The current plans with Windsor Development reflect the Village's longstanding commitment to "infill" for village housing needs, rather than disturb the greenbelt surrounding the village.

I am a lifelong Yellow Springs resident and have watched many housing efforts be voted down in the past. In each instance, the message was similar—this is a good idea, it is just not the right location. In this case, Windsor is proposing to develop on sites where current buildings already stand, and are willing to do the heavy lift of abatement or renovation to convert existing spaces into the housing units that we need. The opposition, in every current and past instance, has conveyed concerns to the location due to their own properties being nearby and *assume* that there will be negative impact, either on their daily life or their property investment, or both. This phenomenon is so widespread, not just in our town but nationwide, that it has been named and defined as "Nimby-ism," referring to "Not in My Backyard." *The New York Times* has reported on the crisis of affordable housing for years and followed Nimby-fueled opposition to development in Democratic strongholds like the Bay Area. We are not immune or unique.

Other municipalities avoid this issue by expanding their borders and building further and further into their surrounding townships, rural farms, forests, wetlands, and create the urban sprawl

that Yellow Springs has become known for resisting. The opposite of sprawl is infill, and there is limited land to be able to solve this issue. Thus, encouraging a development company to convert existing longstanding un- or under-used buildings into housing is ideal. And yet, we seem to be creating roadblocks and problematizing instead of problem-solving with Windsor to help this possibility move forward.

For the now generations of Yellow Springs villagers that have moved away and can't afford to live here, they have been told to wait. Wait until the time is right; the location is right; the developer is the "right fit;" or until the right amount of investment can be made. In the years that pass, children grow, elders age, and precious time slips away. People are tired. People move on. And Yellow Springs continues to grow increasingly expensive—more and more out of reach.

I urge you not to wait. I urge you to change the story. I urge you to do it now, while there are willing partners at the table. And while this may make a handful of local constituents displeased for the time being, you will have paved the way for an entire generation of new villagers to find home here.

As MLK said, the arc of justice is long. Inclusion is part of this long arc, whereas exclusion is a regression to protectionism and self-interest. I urge you to deliberate and analyze your choice with moral clarity and conviction, not for today's interests but for tomorrow's brighter future.

Sincerely,

Luisa Bieri

270 King Street
Yellow Springs, OH 45387

Dear Village Council,

At your Monday December 15, 2025 meeting, you will be voting on whether to give a 15 year 75% property tax abatement to Windsor Properties, who are the developers of the apartments to be located on the site of the old Antioch Student Union. I believe that it is in the best interests of the village (capital and lowercase "V") to vote yes.

We need to support Antioch College. It has been—and hopefully shall continue to be—the intellectual heart of our village. Selling their properties is essential for the financial health of Antioch, an important institution in the Village for 175 years.

The proposed property, the former Student Union at Antioch College, is owned by an educational institution and thus pays zero property taxes. The property has been an educational facility/a college for 150 years. Any money at all is more than has been made on it ever.

These property taxes will support our schools. These new apartments will be home to new K-12 students that, in joining our district, will invite approximately 6500\$ per year of outside funding to the YSEVSD.

Besides kids, there's benefit to having more workers in the village. They pay income taxes to the schools and are more likely to shop in town. The people living in these units will add their presence to our community as residents, not as tourists.

More utility users means better economies of scale and bargaining power. More apartments in a village of ~3900 people will be a big bump. The proposed site is inside of the village, so the utilities are already there. Utilities are not part of the abatement. Windsor is paying for all infrastructure improvements.

This is also a huge opportunity for Yellow Springs to accrue a housing gain. A total of 139 apartment units in two buildings, the former student union (96 units, new construction) and Kettering Hall (43 units, renovation, senior housing), are being proposed. Of these 22 units are slated to be permanently affordable: 15 affordable units on the Student Union site and 7 affordable in the Kettering Bldg. Additionally, in the first year of rent for both buildings, Windsor will include a one year membership at the wellness center.

If we want to avoid sprawl, we need to build inwards. This project isn't displacing any green space or farmland—it is, however, displacing a derelict structure. Windsor is going to be footing the bill for the lead, asbestos abatement, and removal of the Antioch Student Union. If Windsor does not pay for removal of the Student Union, Yellow Springs will likely be paying for all of the demolition. The demolition and hazardous material abatement was quoted to Antioch at 500,000\$ in 2020.

It is in our whole village's best interests for this project, and more homes, to proceed. Please vote "Yes" for more housing.

Thank-you for you time,
Matthew Raska

Judy Kintner, Clerk of Council

From: Alice Robrish <arobrish@gmail.com>
Sent: Monday, December 8, 2025 8:41 PM
To: Judy Kintner, Clerk of Council
Subject: tax abatement Windsor Properties

You don't often get email from arobrish@gmail.com. [Learn why this is important](#)

Village Council Members,

I urge you to vote for the 15 year 75% property tax abatement to Windsor Properties to build 139 apartments in two buildings - the former student union and Kettering Hall.

The property is owned by Antioch College and since educational institutions are tax exempt no property taxes have ever been paid. Any property taxes will mean more dollars to the Village.

Of the 139 apartments 22 will be affordable. There's a benefit to having more workers living in the Village as they will pay income taxes, shop here, and send their children to our schools. Each new K-12 student brings around \$6500 per year to our schools.

We need to support Antioch and selling these buildings is an important piece in the financial health of the College.

Sincerely,

Alice Robrish
435 Union St, Yellow Springs, OH 45387

435 Union St.
Yellow Springs, OH 45387
Monday, Dec. 8, 2025

Yellow Springs Village Council
100 Dayton St.
Yellow Springs, OH 45387

Greetings:

I'm urging the Yellow Springs Village Council to grant the property tax abatement being sought by Windsor Properties for 139 proposed apartments. Currently, there is zero tax revenue being generated by the vacant buildings on the Antioch College campus because they're owned by a nonprofit institution. Getting that land taxed at 25% of its value for 15 years is better than getting no revenue at all, and once the 15 years are up, it will be taxed at its full value.

What's more, apartments will increase population density, which means more efficiency. The village's utilities have certain costs that don't vary by the number of users. Adding 139 households is a significant difference in a village that currently has about 2,000 housing units. Every one of those apartments will use electric, water and sewer services, helping the village hold off on price increases. And 139 apartments will include some families with children, meaning more enrollment for Yellow Springs schools, again increasing efficiency.

Also, this will mean more people who live within walking distance of Tom's Market. Whether that store remains as it is or transitions to a cooperative model, more customers is always a good thing for the viability of the store.

Sincerely,

A handwritten signature in black ink that reads "Dan Robrish". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dan Robrish

Dear Village Council,

I am writing this letter to support Council to vote yes on the tax abatement for the Windsor Project. I do so for the following reasons:

1. We Need More Housing of All Kinds and for All Income Levels. The Housing Needs Survey undertaken in 2018 noted that there were few housing options for commuters who worked in the Village and would like to live here. They noted that there has been little or no increase in rental housing for decades. This is still true with the exception of those built by Home, Inc., whose largest development is 8 rental units. In fact, there have been no rental buildings over 8 units built in Yellow Springs since the 1970's.

They noted that by building more rental units, older residents would have the option of selling their houses to new families and moving to rental housing in the Village. This conclusion was affirmed by the Community Survey undertaken by the Livable/Equitable/Age Friendly Project in 2021 which indicated that older residents would like to "age in place", giving up their larger homes to young families.

2. We Need Property Taxes for Village Services and Schools. Property tax abatement for 15 years is the standard throughout the US in order to incentivize developers to build or add affordable housing units. This project will have affordable units and at least six that are handicap accessible.

Even with that tax abatement, it is estimated that the development will generate at least \$100,000 in property taxes to the Village for each of the first 15 years to support our schools and other ongoing needs. After the 15-year period is over, the project could generate hundreds of thousands in property taxes each year. Currently, this property generates \$0 property taxes. 100% of zero is zero.

The Union building is a health and safety hazard. It is filled with black mold and asbestos. Windsor will safely and securely demolish the building. This, in itself, is a major benefit to our community.

3. We Need Income Taxes for Village Services. The majority of residents of the development will pay income taxes. Conservatively, that could generate \$175,000 in income taxes per year.

4. We Need to Support Downtown Businesses and Services. The people living in the apartments will support essential services in our Village. They will shop at Tom's, they will get their prescriptions filled at the pharmacy, they will attend films at The Little Art. They will eat in our restaurants.

5. We Need to Support our Schools. The property taxes will support our schools. The

additional residents will send their children to our schools, thus helping keep our independent school district thriving.

6. We Need to Support Antioch College. Selling these properties is essential for the financial health of Antioch, an important institution in the Village for 175 years.

Yes, there are challenges. There will be an increase in traffic. We will know more about what the impact of that increase actually is when the Traffic Survey, conducted by a reputable and well-known firm, is completed. However, it is not that long ago when there were 800 students on campus at one time, with a third of them with cars – say 250 cars. Plus, staff and faculty to support those students. And cars were much noisier in those days.

Currently there are many ways to exit the units – south on Livermore Street, out North College toward Xenia Avenue, or north on Livermore for one block and then past Whitman and turn left on Davis to Xenia Avenue. Or they could go out President Street, across from Rockford, and turn right onto Limestone to Corry Street. The Traffic Survey will tell us more and help discern solutions, if needed.

The new building where the Union stands now will have a greater volume than the existing building, but not by much. It will be 36 feet tall but compared to the buildings in its actual neighborhood, the campus of Antioch College, it is dwarfed by both Spalt and North, much less Main Building.

If you actually look at the residential buildings nearest the Student Union now, they are very large – a number of them three stories high, including the two nearest the building. With that size, they will not be dwarfed by the new building.

The increased noise is a concern for a few. There is at least 40 feet of shrub and trees between those nearest houses and the building. Windsor has indicated that it would be willing to plant more trees and add an acoustic fence, if needed and wanted.

Lastly, there are complaints that the tax abatement is too large. 75% for 15 years is a standard in the industry. And Windsor is removing a building that is dangerous and a health hazard as well as paying for all infrastructure improvements. I want to remind Council that Windsor will pay taxes on a property that has been 100% tax exempt since it was built in the late 1950's.

The people living in these units will add their presence to our community as residents, not as tourists.

As Luisa Bieri so eloquently said in her letter to the Editor of the Yellow Springs News, “Yellow Springs is, once again, at a crossroad to support a new housing initiative within its borders, and it is up to Village Council to vote towards the good of the whole, not the vocal opposition of the few.”

For the good of our entire community, Village Council must approve the tax abatement which is essential in order to make this project happen. In fact, I believe it is unconscionable not to do so.

Do not let the perfect get in the way of the good!

Toni Dosik

Antioch College Class of 1967

Village Resident since 1993

Project Director, Livable, Equitable, Age Friendly Yellow Springs

OATH OF OFFICE

Angie Hsu Council Member

“I solemnly swear (or affirm) that I will support the Constitution
and will obey the laws of the United States and of the State of
Ohio, that I will, in all respects, observe the provisions of the
Charter and Ordinances of the Village of Yellow Springs, and
will faithfully discharge the duties of the office of

“Village Council”

~~~~~

This oath of office, as provided for by Article II; Section 14 of the Charter  
of the Village of Yellow Springs, Ohio is duly administered by:

\_\_\_\_\_ sworn to by  
Pam Conine, Mayor

\_\_\_\_\_ and witnessed by  
Angie Hsu

\_\_\_\_\_  
Kevin Stokes, Council President

This 15<sup>th</sup> day of December 2025

**OATH OF OFFICE**

**Stephanie Pearce                      Council Member**

“I solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States and of the State of Ohio, that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village of Yellow Springs, and will faithfully discharge the duties of the office of

**“Village Council”**

~~~~~  
This oath of office, as provided for by Article II; Section 14 of the Charter of the Village of Yellow Springs, Ohio is duly administered by:

_____ sworn to by
Pam Conine, Mayor

_____ and witnessed by
Stephanie Pearce

Kevin Stokes, Council President

This 15th day of December 2025

OATH OF OFFICE

Senay Semere Council Member

“I solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States and of the State of Ohio, that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village of Yellow Springs, and will faithfully discharge the duties of the office of

“Village Council”

~~~~~  
This oath of office, as provided for by Article II; Section 14 of the Charter of the Village of Yellow Springs, Ohio is duly administered by:

\_\_\_\_\_ sworn to by  
Pam Conine, Mayor

\_\_\_\_\_ and witnessed by  
Senay Semere

\_\_\_\_\_  
Kevin Stokes, Council President

This 15<sup>th</sup> day of December 2025



FOR IMMEDIATE RELEASE

## Discover, Connect, Celebrate: Downtown Yellow Springs Hosts Community Open House This Holiday Season

**Yellow Springs, OH – (December 1, 2025)** – On Wednesday, December 17th, participating locations throughout Downtown Yellow Springs are inviting the community to a [Downtown Community Open House](#) from 4 p.m. to 7 p.m. Villagers can explore local shops, meet the people behind the businesses, and experience all that makes downtown a vibrant hub of creativity, goods, and services.

While some establishments, such as restaurants, will already be open during this time, many retailers are extending their hours so that everyone has the chance to participate. Guests can enjoy a festive atmosphere, discover unique gifts, and even find surprises around every corner, from special promotions to interactive demonstrations.

“Many people have favorite places they visit regularly, but this is a wonderful opportunity to reacquaint yourself with the full range of what downtown has to offer and to meet the people who make it special,” said **Phillip O’Rourke, Executive Director of the YS Chamber**. “Being a part of the Village is not just about living here; it’s about staying connected and discovering what’s new in our community...and there is quite a bit of newness!”

Taking place during **Small Business Season**, the Downtown Community Open House is the perfect chance for residents to stay informed about the businesses, products, and experiences available in Yellow Springs. As the downtown corridor continues to evolve, this event provides a fun and festive way to reconnect with the heart of the Village.

To highlight the importance of exploring local offerings, the **YS Chamber** is introducing a new 2026 initiative called **Only Local Wednesdays**. Launching in January, this program encourages residents to dedicate one day each week to exploring downtown, keeping the community aware of new products, services, and experiences. The campaign will be unveiled during the Open House event, along with opportunities to sign up for updates and participate in special promotions.

In addition to shopping, some businesses are creating experiences for villagers to enjoy music, seasonal treats, and interactive activities. The Open House is designed to celebrate the people, businesses, and culture that make Yellow Springs unique, offering a festive way to kick off the holiday season while supporting local entrepreneurs. Some of the early business confirmations are: Urban Handmade, Singapore Seahorse Coin Jewelry, The Joynt, Running Errands Natural Nail Studio, Glen Garden Gifts, Asanda Imports, Village Artisans, Emporium Wines & Underdog Cafe, Rose & Sal Vintage Shop, Ohio Silver Co., Wildflower Boutique, and Little Art Theater.

**Downtown Community Open House**  
**Wednesday, December 17th | 4 p.m. – 7 p.m.**





For more information, visit [yellowspringsohio.org](http://yellowspringsohio.org)

**CONTACT**

Yellow Springs Chamber of Commerce

Phone: (937) 767-2686

Email: [press@yschamber.org](mailto:press@yschamber.org)

###

## Judy Kintner, Clerk of Council

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**From:** Bouquet, Dorothée <dbouquet@ysschools.org>  
**Sent:** Friday, December 12, 2025 9:14 AM  
**To:** Brian Housh, Council; Carmen Brown, Council; Gavin DeVore Leonard, Council Vice President; Kevin Stokes, Council President; Trish Gustafson, Council; Johnnie Burns, Village Manager; Judy Kintner, Clerk of Council  
**Subject:** Active Transportation Advisory Committee Update

Dear Village Council Members,

I am writing to urge the Village Council to **appoint a representative to the Yellow Springs Active Transportation Advisory Committee for the coming year for our next ATAC meeting on January 21st, 4pm in Room A/B at the John Bryan Community Center.** The success of this committee has always depended on strong collaboration with the Village, and continued Council participation will ensure that this work remains aligned with Village priorities.

Over the past several years, the partnership between the Village and YS ATAC has produced measurable results for residents. According to the Village's 2019 Active Transportation Plan, 12 of the 35 prioritized projects have now been completed. These include new sidewalks, safer crossings, multimodal paths, and school zone improvements that have made walking and biking safer throughout Yellow Springs. This progress reflects coordinated work between YS ATAC, Village staff, Village Council, Yellow Springs Schools, Miami Township, Greene CATS, Greene County Public Health, the MVRPC, and the Yellow Springs Citizens Action Group (for Safer Sidewalks). **The committee is one of the clearest examples of intergovernmental collaboration in our community, and the benefits of this partnership reach nearly every neighborhood.**

This year provides another important opportunity for shared work. The Village and the schools are preparing an application to the **ODOT Safe Routes to School program** to fund additional safety improvements (for around ~\$500,000 of state money), due early March. These grants are highly competitive and require clear alignment between the village leadership, engineering staff, the school district, and other community partners. A Council representative on YS ATAC ensures that the Village's perspective is present during project selection and early planning, which is essential for preparing a strong application.

The Village is also **preparing for a major update to the Active Transportation Plan.** This renewal is necessary to remain eligible for state and federal funding, to meet current planning standards, and to guide transportation and development decisions for the next decade. **While the committee does not request funding from the Village, it does depend on dedicated staff time to help move grant applications, engineering coordination, and plan updates forward.**

YS ATAC meets once a month, usually on the first or second Wednesday from 4 to 5:30 pm at the John Bryan Community Center. This schedule can be adjusted to accommodate the new roster of members. **The coming year will bring significant turnover.** I will be stepping off the committee, although I have already reached out to incoming school board members to share how important this work is. We will also need a new chair, as Chris Bongorno's new job reduces his capacity to lead the group. Meg Leatherman has recently been replaced by Aaron Arellano in representing Village staff. Brian Housh plans to remain on the committee, but no longer in the role of spokesperson for Council. The last time that the committee experienced a high turnover, it went dormant for several years (the pandemic did not help). This is why I am reaching out to you to prevent this from repeating.

This transition makes it even more important for Council to appoint a representative who can help maintain continuity, support coordination with staff, and ensure that the Village's priorities guide our work.

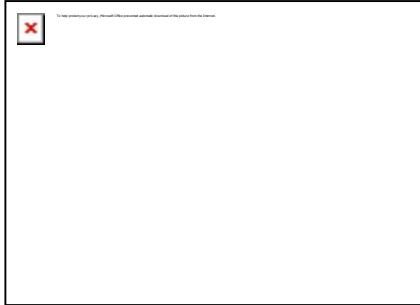
Appointing a Council member to YS ATAC is a clear win for the Village. It strengthens communication, supports staff, improves the Village's competitiveness for external funding, and ensures that resident safety

concerns are incorporated directly into planning discussions. Most importantly, it reinforces the Village's commitment to building a safe, connected, and accessible community for all.

Thank you for considering this request and for your continued dedication to improving transportation safety and quality of life in Yellow Springs.

Warm regards,

--



***Dorothée Bouquet, Ph.D.*** (she, her, hers)



Yellow Springs Board of Education  
School Board Member



[www.ysschools.org](http://www.ysschools.org)

*PLEASE NOTE: This message and any response to it may constitute a public record, and therefore may be available upon request in accordance with Ohio public records law. (ORC 149.43)*



## Chapter 1501: Unlawful Discrimination

### Section 1501.01: Definitions

As used in this chapter of the Cuyahoga County Code:

- A. The prohibitions in this Title concerning “Age” mean individuals who are at least forty (40) years old.
- B. “Burial Lot” means any lot for the burial of deceased persons within any public burial ground or cemetery, including but not limited to, cemeteries owned and operated by companies or associations incorporated for cemetery purposes.
- C. “Commission” means the Human Rights Commission created by Section 206.13.
- D. “Complaint” means any petition or written statement under oath that alleges a violation of and/or discriminatory practice or act under this Title.
- E. “Complainant” means any person who claims to have suffered an injury under this Title.
- F. “Conciliation Agreement” means a written agreement resolving or otherwise disposing of issues raised by a Complaint through informal negotiations, and which is entered by the parties and the Commission or prior to an adjudicatory hearing.
- G. “Disability” means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
- H. “Physical or mental impairment” includes any of the following:
  - 1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; and lymphatic; skin; and endocrine;

2. Any mental or psychological disorder, including but not limited to an intellectual disability, organic brain syndrome, emotional or mental illness, and learning disabilities;
3. Diseases and conditions, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus infection, intellectual disability, emotional illness, drug addiction, and alcoholism.

I. "Substantially limits" means the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment need not prevent, or significantly or severely restrict, the individual from performing a major life activity to be considered substantially limiting.

A determination of whether a physical or mental impairment substantially limits a major life activity should be made without regard to the ameliorative effects of mitigating measures, except ordinary eyeglasses and contact lenses.

An impairment that is episodic in nature or in remission is a disability if it would substantially limit a major life activity when active.

J. "Physical or mental impairment" does not include any of the following:

1. Pedophilia, exhibitionism, voyeurism, or any other sexual or behavioral disorders;
2. Compulsive gambling, kleptomania, or pyromania;
3. Psychoactive substance use disorders resulting from current illegal use of controlled substance and current use of alcoholic beverages.

K. "Discriminate and discrimination" includes the segregation, separation, maltreatment, ill-treatment, or any unfavorable difference in treatment based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, gender identity or expression.

L. "Employee" means an individual employed by any employer and includes "independent worker and/or contractor," but does not include any individual employed in the domestic service of any person.

M. "Employer" means any person who employs four (4) or more persons, within the County of Cuyahoga.

N. "Employment Agency" means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.

O. The prohibitions in this Title concerning "Familial Status" means individuals who fit either of the following circumstances:

1. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian;
2. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age;

P. "Family" includes a single individual, civil unions, and same-sex or heterosexual-marriage based relationships.

Q. "Gender identity or expression" means an individual's actual or perceived gender-related identity,

appearance, expression, mannerisms, or other gender-related characteristics, regardless of the individual's designated sex at birth.

R. "Housing accommodations" includes any building or structure or portion thereof, which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence, or sleeping place of one or more individuals, groups or families, whether living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesperson, or agent, or by any other person pursuant to authorization of the owner, by the owner, or by such person's legal representative.

S. "Labor organization" includes any organization that exists for the purpose, in whole or in part, of collective bargaining or other mutual aid or protection in relation to employment.

T. "Mediation" means an informal conference held by a neutral third party to help the parties resolve their disputes prior to a hearing on Complaint filed under this Title.

U. "Military Status" means any person who is engaged in the "service in the uniformed services, a member of "uniformed services" or veteran.

V. "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesperson, appraiser, agent, employee, and lending institutions.

W. "Place of public accommodation" means any hotel, motel, inn, restaurant, eating establishment, public swimming pool, public sports facility, public sports arena, theme park, amusement parks, museum, barbershop, public conveyance by air, land or water, movie theater, music arena, concert hall, performing arts venue, theater, store, or other place for the sale of merchandise to the public, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.

X. "Respondent" means any person, business entity, organization or agency who is notified to defend or substantiate their alleged discriminatory actions or activities under this Title.

Y. "Restrictive covenant" means any specification in a contract, deed, land- contract, or lease limiting the transfer, rental, lease or other use of any housing accommodations because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression as a condition of affiliation or approval.

Z. "Service in the Uniformed Services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, reserve duty in uniform, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. "Service in the uniformed services" includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this

division.

AA. The terms “because of sex” and “on the basis of sex” include, but are not limited to, because of or on the basis of pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions, breastfeeding or pumping, or other sexual or reproductive health decisions. For the purposes of this Chapter, the term “sexual or reproductive health decisions” means decisions relating to the use or intended use of products or services for contraception, sterilization, fertility treatment, pregnancy or its termination, hormone therapy including that which alters gender expression or affirms gender identity, or medical treatments that affirm gender identity. Nothing in this division shall be construed to require an employer to provide health insurance benefits for sexual or reproductive health products or services.

AB. “Sexual orientation” means homosexuality, bisexuality, or heterosexuality.

AC. “Uniformed services” means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

AD. “Unlawful discriminatory practice” means any act prohibited under this Title.

AE. “Veteran” means any person who has completed service in the armed forces, including the national guard of any state, or a reserve component of the armed forces.

*(Ordinance No. O2022-0008D ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/o2022-0008d.pdf?sfvrsn=eae5bc7e\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/o2022-0008d.pdf?sfvrsn=eae5bc7e_1)), Enacted 10/25/2022, Effective 11/30/2022; O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## **Section 1501.02: Prohibited Discriminatory Practices**

### **A. Fair Housing.**

1. It shall be an unlawful discriminatory practice for any person to:
  - a. Refuse to sell, transfer, assign, rent, lease, sublease, finance or otherwise deny, withhold, or discriminate against any person in housing accommodations because of race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of any prospective owner, occupant, or user of such housing accommodations;
  - b. Represent to any person for a discriminatory purpose that housing accommodations are not available, or unavailable for inspection when in fact they are so available;
  - c. Refuse to lend money or extend credit, whether or not secured by mortgage or otherwise, for the rental, acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations or otherwise withhold financing of housing accommodations from any person because of based on

race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of any present or prospective owner, occupant, or user of such housing accommodations, provided such person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects of their business or incidental to their principal business; but not as long as the lending is part of the purchase price of an owner-occupied residence who is selling their own residence or when such residence is sold by owner to a relative or friend;

d. Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing or, subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because of race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of any present or prospective owner, occupant, or user of such housing accommodations;

e. Discriminate against any person in the terms or conditions of any loan of money or credit extension, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodations because of race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of any present or prospective owner, occupant, or user of such housing accommodations;

f. Make, print, publish, or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease, or acquisition of any housing accommodations or the loan of money or credit extension, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations which indicates any preference, limitation, specification, or discrimination based upon race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression, of any present or prospective owner, occupant, or user of such housing accommodations;

g. Make any inquiry, elicit any information, or make or keep any record, or use any form of application containing questions or entries concerning race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression, in connection with the sale, rent, or lease of any housing accommodations or the loan of any money or extension of credit, whether or not secured by a mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing accommodations;

h. Include in any contract, deed, land-contract, or lease of housing accommodations any restrictive covenant, or honor or exercise, or attempt to honor or exercise, any restrictive covenant, that would prohibit, restrict, or limit the sale, transfer, assignment, rental lease, sublease, or finance of housing accommodations to or for any person because of race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of any prospective owner, occupant, or user of such housing accommodations so long as in accordance with the law;

i. Induce or solicit, or attempt to induce or solicit, any housing accommodations listing, sale, rent, or



transaction by representing that a change has occurred or may occur in the block, neighborhood, or area in which the housing accommodations are located, which change is related to the presence or anticipated presence of any persons based on race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression;

j. Induce or solicit or attempt to induce or solicit, any housing accommodations listing, sale, rent, or transaction by representing that the presence or anticipated presence of persons of any race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression in the area will or may negatively impact the property, including, but not limited to:

- i. The lowering of property values;
- ii. A refusal by current or prospective neighbors to live in the area;
- iii. An increase in criminal or antisocial behavior in the area; or
- iv. A decline in the quality of schools serving the area.

k. Discourage or attempt to discourage the purchase by prospective purchasers of any housing accommodations by representing that any block, neighborhood, or area has or might undergo a change based upon race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of the residents;

l. Deny any person access to or membership or participation in any multiple listing service, real estate, brokers' organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or to discriminate against them in the terms of conditions of such access, membership, or participation, on account of race, color, religion, m. / status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression;

m. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or because of that person's having exercised or enjoyed, or on account or having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this section;

n. Whether or not acting under color of law, by force or threat of force willfully injure, intimidate or interfere with, or attempt to injure, intimidate, or interfere with:

- i. Any person based on race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression and because that person is or has been selling, purchasing, renting, financing, occupying or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting housing accommodations;
- ii. Any person because that person is or has been, or to intimidate such person or any other person or any class of persons from:

- a. Participating, without discrimination based on race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression in any of the activities, services, organizations, or facilities described in this Section;

- b. Affording another person or class of persons the opportunity or protection so to participate; or

c. Discouraging any person from lawfully aiding or encouraging other persons to participate, without discrimination on account of based on race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression in any of the activities, services, organizations, or facilities described in division of this Section, or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate.

o. Refuse to sell, transfer, assign, rent or lease, sublease, finance or otherwise deny or withhold a burial lot from any person because of race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression of any prospective owner or user of such lot; or

p. For any person to discriminate in any manner against any other person because that person has opposed any unlawful discriminatory practice defined in this Title, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this Title.

## 2. Exemptions:

a. Nothing in this Section shall bar any religious or denominational institution or organization, or any nonprofit charitable or educational organization that is operated, supervised, or controlled by or in connection with a religious organization, from limiting the sale, rental, or occupancy of housing accommodations that it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference in the sale, rental, or occupancy of such housing accommodations to persons of the same religion, unless membership in the religion is restricted on account of race, color, religion, military status, national origin, disability, ancestry, sex, familial status, sexual orientation, or gender identity or expression.

b. Nothing in this Section shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

c. Nothing in this Section limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations. Nothing in that division prohibits the owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this chapter and are formulated, implemented, and interpreted in a manner consistent with this chapter and any applicable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.

d. Nothing in this Section requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

e. Nothing in this Section pertaining to discrimination based on familial status shall be construed to apply to any of the following:

i. Housing accommodations provided under any state or federal program that have been

determined under the "Fair Housing Amendments Act of 1988," 102 Stat. 1623, 42 U.S.C. 3607, as amended, to be specifically designed and operated to assist elderly persons;

ii. Housing accommodations intended for and solely occupied by persons who are sixty-two years of age or older;

iii. Housing accommodations intended and operated for occupancy by at least one person who is fifty-five years of age or older per unit, as determined under the "Fair Housing Amendments Act of 1988," 102 Stat. 1623, 42 U.S.C. 3607, as amended.

f. Nothing in Section shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for a person with a disability, to relieve any person with a disability of any obligation generally imposed on all persons regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.

g. The provisions of this Section relating to the rental of a dwelling shall not apply to the following:

i. If the dwelling unit is inadequate, under applicable laws and ordinances relating to occupancy, to house all persons who intend to live there;

ii. The refusal to rent to a person because the person is under the age of majority;

iii. Solely with respect to age and familial status, to the restriction of the sale, rental or lease of housing accommodations exclusively to individuals 62 years of age or older and the spouse of any such individual, or for housing intended and operated for occupancy by at least one individual 55 years of age or older per unit;

iv. To limit a landlord's right to establish and enforce legitimate business practices necessary to protect and manage the rental property, such as the use of references. Further, nothing in this section requires that a housing accommodation or multiple dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of their individuals or whose tenancy would result in substantial physical damage to the property of others. However, this subdivision shall not be used as a pretext for discrimination in violation of this Section.

## **B. Unlawful Employment Practices.**

1. It shall be an unlawful discriminatory practice, except where based upon applicable national security regulations established by the United States:

a. For any employer, because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression, to discharge without cause, to refuse to hire a person or otherwise to discriminate against any person with respect to hire, promotion, tenure, discharge, or any terms, conditions or privileges of employment, or any matter related to employment;

b. For any employer, employment agency, or labor organization to establish, announce or follow a policy discriminating against, denying, or limiting, the employment or membership opportunities of any person or group of persons because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;

c. For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of that person's race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or

gender identity or expression in admission to employment in any program established to provide apprentice training;

d. For any employer, employment agency, or labor organization to publish or circulate, or to cause to be published or circulated, any notice or advertisement relating to employment or membership which indicates any preference, limitation, specification or discrimination based upon race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;

e. For any person seeking employment to publish or to cause to be published any advertisement which specifies or in any manner indicates that person's race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression of any prospective employer;

f. For any employment agency to refuse or fail to accept, register, classify properly, or refer for employment or otherwise to discriminate against any person because of a person's race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;

g. For any employer, employment agency, or labor organization to utilize in the recruitment or hiring of persons, any employment agency, placement service, labor organization, training school or center, or any other employee-referring source, known to discriminate against persons because of race color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;

h. For any labor organization to discriminate against any person or limit that person's employment opportunities, or otherwise adversely affect that person's status as an employee, or that person's wages, hours, or employment conditions, because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, gender identity or expression;

i. For an employment agency, to comply with, accommodate, or otherwise assist with locating an employee related to a request from an employer for referral of applicants for employment if the request indicates that the employer fails, or may fail, to comply with this Title;

j. For any labor organization to limit or classify its membership based on race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;

k. Except where based on a bona fide occupational qualification, for any employer, employment agency or labor organization to:

i. Elicit or attempt to elicit any information concerning the race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression of an applicant for employment or membership;

ii. Use any form of application for employment or personnel or membership blank seeking to elicit information regarding race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression but an employer holding a contract containing a non-discrimination clause with the government of the United States or any

department or agency thereof, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain such proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes; iii, Voluntary requests for demographic information by an employer to aid in Diversity and Inclusion efforts are not unlawful.

iv. For any employer, employment agency or labor organization to discriminate against any person because that person has opposed any practice forbidden by this Title, or because that person has made a complaint or assisted in any manner in any investigation or proceeding or hearing under this Title.

v. For any person to aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice by this Title, or to obstruct or prevent any person from enforcing or complying with the provisions of this Title, or to attempt to commit any act declared by this Title, to be an unlawful discriminatory practice by this Title, or to attempt to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt to commit any act declared by this Title, to be an unlawful discriminatory practice.

2. Exemptions. This section does not apply to a religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of religious activities.

### **C. Unlawful Discrimination in a Place of Public Accommodations.**

1. It shall be an unlawful discriminatory practice:

a. For any proprietor or any employee, agent, keeper, or manager of a place of public accommodation to deny, discriminate against, or treat differently any person except for reasons applicable alike to all persons regardless of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression the full enjoyment of the accommodations, advantages, facilities, or privileges of a place of public accommodation;

b. For any person to knowingly aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice under this Section.

### **D. False Complaints**

No person shall knowingly file a complaint including false or fraudulent information, submitted in bad faith with the intent to defame or to cause other reputational or material harm to an individual or organization. A determination or finding by the Commission that a complaint is unsubstantiated is, alone, insufficient to prove the existence of a false complaint. Upon a finding by the Commission that a Complainant has filed a false complaint, the Commission may impose a civil penalty on the Complainant as provided in Section 1501.05.

### **E. Diversity and Inclusion Efforts**

1. Unless otherwise prohibited by law, nothing contained in this Title shall be construed to prohibit diversity and inclusion efforts and promotional activities and practices designed primarily to encourage participation by members of any historically marginalized protected group, in furtherance of the purposes of this Title.

2. It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan. An affirmative action plan is any plan devised to effectuate remedial or corrective action taken

in response to past discriminatory practices against a historically marginalized group, or as otherwise required by state or federal law.

*(Ordinance No. O2022-0008D ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/o2022-0008d.pdf?sfvrsn=eae5bc7e\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/o2022-0008d.pdf?sfvrsn=eae5bc7e_1)), Enacted 10/25/2022, Effective 11/30/2022; O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## **Section 1501.03: Complaint and Enforcement Procedure**

### **A. Complaints.**

1. Whenever it is alleged in writing and under oath, by a person, referred to as the "Complainant", that any person, employer, employment agency, and/or labor organization referred to as the "Respondent", has engaged or is engaging in any unlawful discriminatory practice or act as defined in Section 1501.02 of this Title, the Commission or its authorized designee must determine immediately, no later than five (5) business days of receipt of the Complaint, whether a Complaint of discrimination alleges a violation based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression.
2. If the Complaint alleges a violation based on race, color, religion, military status, national origin, disability, age, ancestry, or sex, or familial status, the Complainant shall immediately be instructed to file a charge of discrimination, if he or she chooses, with the Ohio Civil Rights Commission ( ) and either the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity (FHEO) or the Equal Employment Opportunity Commission (EEOC):
  - a. The Commission shall provide the Complainant with information about this requirement and the contact information for the OCRC, FHEO, and EEOC.
  - b. The Complainant shall be notified no later than five (5) business days via Certified Mail of the Commission's decision declining jurisdiction to investigate and hear the Complaint.
3. Complaints of discrimination alleging a violation of this Title based on sexual orientation or gender identity or expression, along with an allegation of race, color, religion, military status, national origin, disability, age, ancestry, familial status, or sex discrimination (a "hybrid complaint") may be subject to deferral to the OCRC/FHEO/EEOC as set forth in this section.
  - a. The Commission shall notify a Complainant of the potential additional rights and remedies available by filing a hybrid charge with OCRC/FHEO/EEOC, and that by failing to file with state and federal authorities the Complainant may forego their right to do so in the future. Such notification shall be in writing and by Certified Mail within five (5) business days via Certified mail of the Commission's decision to refer the Complaint to OCRC/FHEO/EEOC.
  - b. In the event a Complainant declines, in writing, to file a charge with OCRC/FHEO/EEOC, the Commission may adjudicate the complaint in accordance with this Chapter. In the event a Complainant elects to file a charge with OCRC/FHEO/EEOC, the Commission shall not hear the hybrid complaint while the matter remains pending at the state or federal level unless and until such complaint, in its entirety, reaches a final disposition; provided, however, nothing in this

paragraph prohibits a Complainant from filing a separate complaint as provided in paragraph (A)(4) of this Section.

4. Complaints of discrimination alleging a violation of this Title based exclusively on sexual orientation and/or gender identity or expression, or because of or on the basis of pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions, breastfeeding or pumping, or other sexual or reproductive health decisions, or complaints alleging a Respondent is engaging in or has engaged in conversion therapy as defined in Section 1501.08 of this chapter shall be adjudicated by the Commission in accordance with this Chapter without deferral of the complaint to OCRC/FHEO/EEOC unless and until state or federal law is revised to grant OCRC/FHEO/EEOC jurisdiction to adjudicate allegations of discrimination on the basis of sexual orientation and/or gender identity or expression at which time such complaints may be subject to deferral. If the OCRC/FHEO/EEOC dismisses a charge of discrimination timely filed under this Title based on sexual orientation, gender identity or expression, or any other protected category specified in this Title for lack of jurisdiction, the Complainant may, within thirty (30) days of such dismissal, request the charge to proceed under this Title. Upon the request, the Commission shall handle the case in accordance with this Title.

**B. Deadline for Filing.** A Complaint alleging discrimination under Section 1501.02(A) of this Title shall be filed with the Commission within three hundred and thirty (330) days after the alleged unlawful discriminatory practices or acts are committed. A Complaint alleging discrimination under any other Section of this Title shall be filed with the Commission within one hundred and fifty (150) days after the alleged unlawful discriminatory practices or acts are committed. The Complaint shall be filed upon oath and affirmation and shall contain such information, including the date, place and circumstances of the alleged discriminatory practice or act.

The Commission through its designee shall serve notice upon the Complainant acknowledging such filing and advising the Complainant of the time limits provided herein.

**C. Respondent.**

1. Within fourteen (14) days of the filing of the Complaint, the Commission or its designee shall serve a copy of the Complaint and a written notice upon the Respondent identifying the alleged discriminatory practices and setting forth the rights and obligations of the parties. Such service shall be by certified mail return receipt requested.
2. A person who is not named as a Respondent in a Complaint, but who is identified as a Respondent in the course of an investigation, may be joined as an additional or substitute respondent upon written notice to such person from the Commission. Notice shall be served upon such additional or substitute respondent(s) within ten (10) days of such joinder or substitution and shall explain the basis for the Commission's belief that the person to whom the notice is addressed is properly joined as a respondent.
3. The Respondent may file an answer or response to the Complaint, no later than thirty (30) days after service of the Complaint.
4. Respondent's response or answer shall be served by the Commission upon the Complainant within 7 days of receipt by the Commission.

**D. Conciliation/Mediation.** The Executive Director shall notify the Complainant and Respondent of the option of voluntary mediation to resolve the Complaint. The Executive Director or designee shall endeavor to eliminate such practices by methods of conference, conciliation, and mediation, to the extent feasible.

1. The Executive Director may designate an outside mediator for attempting conciliation or mediation.
2. Nothing said or done in the course of conciliation/mediation shall be disclosed to or be used as evidence in any subsequent proceeding or civil action.
3. Conciliation/Mediation shall be completed within 60 days of the filing of the Complaint and shall toll or suspend all other dates and deadlines under this Title. If conciliation/mediation fails, a final decision upon the Human Rights Complaint by the Commission shall be issued on the complaint within 90 days.
4. A conciliation agreement arising out of such conciliation or mediation shall be reduced to a written agreement executed by the Respondent and Complainant. This agreement shall be subject to the approval of the Commission.
5. The Commission may impose civil penalties for a violation or breach of a conciliation agreement.

**E. Dismissal of Complaint.** The Commission upon concluding that the Complaint is meritless, or for Complainant's failure to prosecute, may dismiss a complaint at any time. Such dismissal shall constitute a final appealable order. The Commission shall promptly serve notice upon the Complainant, Respondent, and any necessary party of any dismissal pursuant to this section.

*(Ordinance Nos. O2025-0003 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/2025/o2025-0003e.pdf?sfvrsn=509de2\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/2025/o2025-0003e.pdf?sfvrsn=509de2_1)), Enacted 9/9/2025, Effective 10/16/2025; O2022-0008D ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/o2022-0008d.pdf?sfvrsn=eae5bc7e\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/o2022-0008d.pdf?sfvrsn=eae5bc7e_1)), Enacted 10/25/2022, Effective 11/30/2022; O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## Section 1501.04: Commission Hearings

**A. Notice and Conduct of Hearing.** The Commission shall cause to be served upon the Respondent and Complainant by certified mail a notice notifying the Respondent and Complainant of a hearing before the Commission at a time and place therein fixed to be held 30 days after the service of such notice and stating the allegations specified in the Complaint made against the Respondent. The Commission may consider requests for continuances for good cause.

**B. De Novo Hearing.** Commission hearings shall be scheduled within 90 days from the date of receipt of the Complaint, unless it is impracticable to do so. If the Commission is not able to commence the hearing within 90 days after the filing of the Complaint, the Commission shall notify the Complainant and Respondent in writing of the reasons for not doing so.

**C. De Novo Standard of Review and Preponderance of the Evidence Burden of Proof.** The Commission shall employ a *de novo* standard of review in its review and consideration of all evidence and testimony submitted at the hearing. The Complainant bears the burden to demonstrate by preponderance of the evidence a violation under this Title.

1. The parties shall appear at the hearing and present testimony and evidence or otherwise to examine and cross-examine testimony and evidence.
2. In the course of the hearing, the Commission may examine witnesses, administer oaths, take testimony of any person under oath, and receive evidence.



3. **Subpoena power.** The Commission shall have the power to issue subpoenas enforceable by injunction by the party requesting same or by the County itself, in a court of competent jurisdiction, to compel the attendance of witnesses and require the production by them of books, papers, documents and other materials relevant to any case under consideration. Subpoenas may be served by certified mail, by private process server designated by the hearing authority or by anyone who could lawfully serve said subpoena in a judicial proceeding of a civil nature.
4. In any proceeding, the Commission shall not be bound by the rules of evidence prevailing in the courts of law or equity, but shall, in ascertaining the practices followed by the Respondent, take into account all reliable, relevant, probative, and substantial evidence, statistical data, or otherwise, produced at the hearing, which may tend to prove the existence of a predetermined pattern of discriminatory practice or act; provided, that nothing contained in this section shall be construed to authorize or require any person to observe the proportion which persons of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression bear to the total population or in accordance with any criterion other than the individual qualifications of the applicant.

#### **D. Final Decision and Order.**

1. If upon all the reliable, probative, and substantial evidence, the Commission determines that by the preponderance of the evidence that the Respondent has engaged in, or is engaging in, any unlawful discriminatory practice or act as set forth in this Title against the Complainant or others, the Commission shall issue a written decision and state findings of fact and conclusions of law, and shall issue and cause to be served on such Complainant and Respondent via certified mail an order requiring the Respondent to cease and desist from such unlawful discriminatory practice or act, and to take such further affirmative or other action as will effectuate the purposes of this Title including any penalties set forth herein.
2. If the Commission finds that no reliable, probative and substantial evidence exists for crediting the allegations, or, if upon all the evidence, the Commission finds that a Respondent has not engaged in any unlawful discriminatory practice or act against the Complainant or others, the Commission shall state findings of fact and conclusions of law, and shall issue and cause to be served on the Complainant and Respondent via certified mail an order dismissing said complaint as to such Respondent.
3. The Commission shall issue a decision within 30 days after the hearing, unless it is impractical to do so. The Commission shall notify the Complainant and Respondent in writing of the reasons for not doing so.
4. The decision of the Commission shall be issued and served upon the parties via certified mail.

*(Ordinance No. O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## **Section 1501.05: Violation and Remedy**

**A. Notice of Violation and Order to Cease and Desist:** If upon all the evidence presented, the Commission determines that the Respondent has engaged in, or is engaging in, any unlawful discriminatory practice or act under this Title, whether against the Complainant or others, the Commission shall issue a notice of violation, and shall issue an order to Respondent to cease and desist

the unlawful discriminatory practice. This notice will constitute a Final Administrative Decision.

**B. Civil Administrative Penalty:** Upon the issuance of an order that a Respondent has engaged in, or is engaging in, an unlawful discriminatory practice or act as set forth in this Title, or that a Complainant has filed a false complaint, the Commission may impose the following civil penalty:

1. Up to \$1,000 for a first offense in the five years preceding the filing of the charge;
2. Up to \$2,500 for a second offense in the five years preceding the charge.
3. Up to \$5,000 for a third or subsequent offense in the five years preceding the charge.
4. The civil administrative penalty shall be due at least 30 days after the issuance of the Commission's final decision. The filing of an appeal shall suspend the imposition of any fine. In the event of an appeal, the civil administrative penalty shall be due 30 days after all unsuccessful appeals or after exhaustion of all appeals.
5. All penalties collected shall be deposited in a separate fund to defray costs and enforcement of this Title, and to support the County's efforts in eradicating discrimination.

**C. Reasonable Attorneys' Fees.** If the Commission finds the Respondent has violated this Title, the Commission may, in addition to injunctive relief and/or civil penalty, award reasonable attorneys' fees and costs to the Complainant.

**D. Failure to Comply with Lawful Order/Enforcement.** The Commission is authorized to institute in the name of the County of Cuyahoga any appropriate civil enforcement proceedings.

In the event the respondent refuses or fails to comply with the Commission's decision or violates any of the provisions of this Title, the Commission may certify the case and the entire record to the to an appropriate court and seek enforcement or compliance with the Final Administrative Decision.

If an appeal has been taken by the Respondent, the Commission may move to consolidate the appeal and enforcement proceedings.

*(Ordinance No. O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## **Section 1501.06: Appeal to the Court of Common Pleas**

A. Any party to the proceeding, claiming to be aggrieved by a final decision of the Commission, may obtain judicial review. Such decision may be appealed within 30 days to the Cuyahoga Court of Common Pleas consistent with the provisions of Chapters 2505 and 2506 of the Ohio Revised Code.

1. Transmission of Record upon Appeal to Common Pleas Court. The Executive Director shall, upon the written request of a party, furnish copies of the record and such other documents in the Commission's possession that may be required in judicial proceedings related to a ruling by the Commission. The cost of the written transcription and the cost of transmission to the Court of Common Pleas shall be borne by the Appellant, unless otherwise determined to be indigent by the Commission. Upon determination of indigence, the cost of transcription is to be borne by the Commission, but such cost shall be subject to all necessary budget appropriation.

*(Ordinance No. O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## **Section 1501.07: Severability**

This Title and each article and section thereunder, are hereby declared to be independent divisions and sub-divisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of said divisions, or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other divisions or sub-divisions, and it is hereby declared that such divisions and sub-divisions would have been passed independently of such division or sub-division so known to be invalid.

*(Ordinance No. O2018-0009 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/council/legislation/motions/2018/o2018-0009f-searchable.pdf?sfvrsn=af2d27e6_1)), Enacted 9/25/2018, Effective 10/27/2018)*

## **Section 1501.08: Prohibition on Conversion Therapy on Minors and Vulnerable Adults**

### **A. Definitions**

As used in this Section of the Cuyahoga County Code:

1. "Conversion therapy" means any practice or procedure that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions, or to reduce or eliminate sexual or romantic attractions or feelings toward a person of the same gender or non-binary person. Conversion therapy includes, but is not limited to, practices commonly referred to as 'reparative therapy.'
2. "Electroconvulsive Therapy (ECT)" means a medically approved procedure used under strict professional guidelines to treat severe mental health conditions, such as major depression and bipolar disorder, through the application of small electric currents to the brain to induce a therapeutic seizure. ECT is not considered a form of conversion therapy and is permitted when administered by licensed healthcare professionals for the treatment of recognized psychiatric or neurological conditions.
3. "Healthcare professional" means an individual who is licensed, certified or registered to provide, to an individual or a group, mental health services, including, but not limited to, the assessment or improvement of mental, emotional, psychiatric, psychological, or psychosocial adjustment or functioning, regardless of whether there is a diagnosable, pre-existing disorder or disease. Healthcare professionals include, but are not limited to, physicians specializing in the practice of psychiatry, psychologists, marriage and family therapists, licensed social workers, professional clinical counselors, behavioral clinicians or therapists, nurses, or any other persons offering such mental health services.
4. "Minor" means a person less than eighteen years of age.
5. "Vulnerable adult" means an adult who is unable to protect themselves from abuse, neglect, or exploitation due to a mental, emotional, physical, or developmental disability or condition, or due

to age.

## **B. Prohibition of Conversion Therapy on Minors and Vulnerable Adults**

It shall be unlawful for any healthcare professional to knowingly engage in conversion therapy with a minor or a vulnerable adult, regardless of compensation or remuneration for the healthcare professional's services.

## **C. Nothing contained in this Section shall be construed to prohibit a healthcare professional from engaging in any of the following:**

1. Assisting an individual who seeks to transition, is in the process of transitioning, or has transitioned from one gender to another;
2. Providing an individual with acceptance, support, and understanding or facilitating an individual's coping, social support, or identity exploration and development, as long as such practices do not seek to change sexual orientation or gender identity;
3. Providing an individual with sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such practices do not seek to change sexual orientation or gender identity.
4. Administering Electroconvulsive Therapy (ECT) or other medically recognized treatments under licensed healthcare supervision for the treatment of psychiatric or neurological conditions, provided that these treatments are not used for the purpose of conversion therapy.

## **D. Violation and Remedy**

The Commission shall accept and hear complaints alleging that a person or entity has violated this Section in accordance with procedures established in this Chapter. If upon all evidence presented, the Commission determines that a Respondent has engaged in unlawful conversion therapy practices within three years prior to the complaint in violation of this Section, the Commission shall provide a notice order as provided in Section 1501.05(A) and may assess civil penalties, and/or any other remedies authorized by Section 1501.05 of this Code.

In addition to any penalty imposed, upon finding of a violation, the relevant licensing board, commission, or entity tasked with review of professional conduct shall be notified of the violation by the Commission or the Director of Health and Human Services.

*(Ordinance No. O2025-0003 ([https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/2025/o2025-0003e.pdf?sfvrsn=509de2\\_1](https://cuyahogacms.blob.core.windows.net/home/docs/default-source/code/ordinances/2025/o2025-0003e.pdf?sfvrsn=509de2_1)), Enacted 9/9/2025, Effective 10/16/2025)*

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Was this page helpful?

Yes

No

## Information for

Residents (/topics?&audiencesegment=f0e10781-1690-4711-a2d6-4f8fb3eaa4d1)

Businesses (/topics?&audiencesegment=61d4b0b7-712c-40db-b3bd-769dafcc81fb)

Visitors (/visitors/visitors)

Accessibility (/accessibility)

## Contact Us

Cuyahoga County Council

2079 East 9th Street – 8th Floor

Cleveland, OH 44115

216-698-2010 (tel:216-698-2010 ) (phone)

216-698-2040 (fax)

council@cuyahogacounty.gov (mailto:council@cuyahogacounty.gov)

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Powered by the Department of Information Technology (<https://www.cuyahogacounty.gov/information-technology>)

The official government website of Cuyahoga County.

Quick facts about Cuyahoga County from the

U.S. Census Bureau (<https://www.census.gov/quickfacts/fact/table/cuyahogacountyohio/PST04-19>)

Cuyahoga County is a member of the National Association of Counties (<https://www.nacogov.org/>)

TO: Village Council  
FROM: Meg Leatherman, Planning & Economic Development Director  
REPORT DATE: November 25, 2025  
MEETING DATE: December 1, 2025  
RE: **PC09-2025 – Right-of-Way Vacation Whiteman & Phillips**

**SUMMARY**

This is a first reading, and a subsequent Council meeting will be held for a 2nd Reading and Public Hearing. On November 11, 2025 Planning Commission recommended approval 5-0.

Jon Hudson, the applicant and property owner, has submitted a Right-of-Way Vacation request (Exhibit A) seeking to vacate an existing public alley located along the west portion of his property. The alley has not functioned as a public right-of-way for several decades; today, a portion is encumbered by a permanent structure, while the remainder serves as a private driveway for the residence.

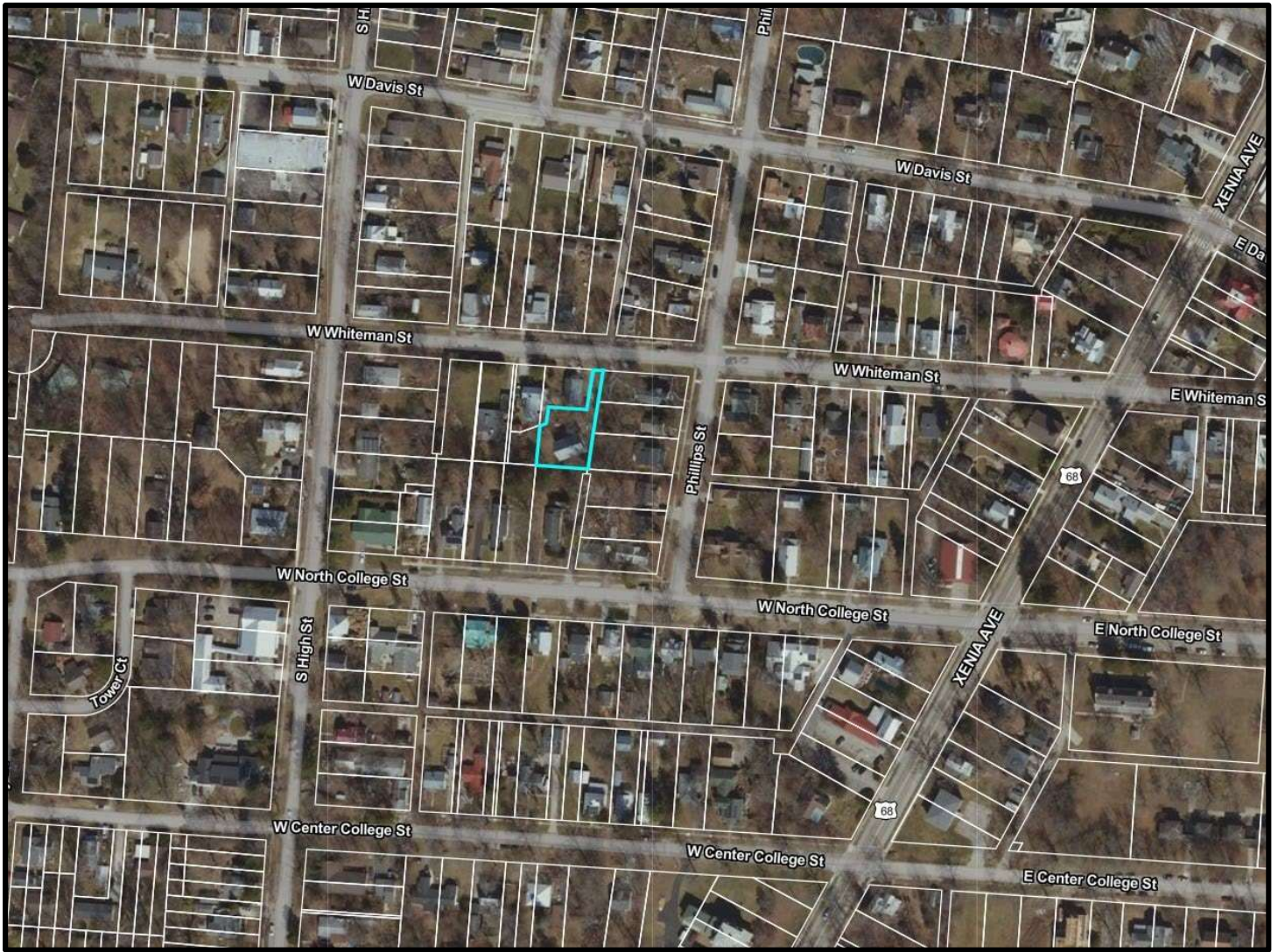
Historical research indicates that a vacation of this alley was attempted between the 1950s and 1960s, as reflected in multiple legally recorded deeds. However, after review by Village staff, the Clerk of Council, and a licensed professional surveyor, there is no record of formal Village Council action approving the vacation. As such, the alley remains officially dedicated public right-of-way.

The property owner intends to pursue a Replat of his property to correct boundary lines and legal descriptions; however, that process cannot proceed until the alley is formally vacated by Village Council action.

There are three property owners adjoining the alley and they all authorized submittal of this application to Planning Commission as provided for with a signed petition included with the application.

The Village Public Works Director has reviewed the request and has no objections, noting that the alley cannot function as a public access corridor due to the existing structure within the right-of-way and has effectively been treated as private property for many years. The proposed vacation would resolve longstanding title ambiguities and align the legal condition with existing physical and functional use.





Vicinity Map

### PROJECT DESCRIPTION

**ZONING DISTRICT:** Medium Density Residential (R-B)

**APPLICANT:** Jon Hudson

**PROPERTY OWNER:** Jon Hudson Barlow Trustee

**REQUESTED ACTION:** Right-of-Way Vacation

**PARCEL ID:** F19000100090006800

**PUBLIC NOTICE:** Adjoining property owners were mailed a notice on October 30, 2025 (Exhibit B), signs were posted on the property on October 31, 2025 (Exhibit C), and a notice was published in the YS News on October 31, 2025 (Exhibit D).

**APPLICABLE CODE & STAFF FINDINGS**

**1224.02 PLANNING COMMISSION REVIEW.**

(b) The Planning Commission shall render a decision based on the following:

- (1) The relationship between the proposed action and the Yellow Springs Comprehensive Development Plan.

*Finding: The intent of this application is to bring the lots into compliance with survey laws. The property owner desires to submit a replat application, and property research indicated that the alley in question was never property vacated. The alley area does not presently function as an alley and has not for several decades.*

- (2) Staff recommendation concerning such things as present land use, adjacent property access, utility easements and transportation needs.

*Finding: The alley area is presently used as a private driveway and a home is partially constructed within the area of the alley.*

- (3) Validity of the applicant's reasons for requesting the vacation.

*Finding: The applicant requests to bring the lots into compliance with Ohio survey laws and Village regulations.*

- (4) General citizen reaction to the proposed vacation.

*Finding: Staff is not aware of any citizen reactions to this request.*

- (5) Abutting property owners' support or lack thereof for the proposed vacation.

*Finding: The abutting property is owned by three individual property owners who have signed a petition acknowledging the vacation and authorizing submittal of this application (Exhibit A).*

- (c) The Planning Commission shall forward to the Village Council the petition complete with a recommendation.

*Finding: Staff will provide the Council with a copy of the Planning Commission's recommendation.*



## RECOMMENDATION

The Planning Commission should consider the Right-of-Way Vacation with the requirements outlined in Section 1224.02. Staff recommends APPROVAL of the proposed Right-of-Way Vacation.

Sincerely,

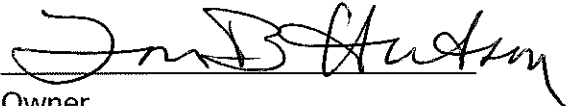
A handwritten signature in black ink, appearing to read "Meg Leatherman", with a long, sweeping horizontal line extending to the right.

Meg Leatherman  
Planning & Economic Development Director  
Village of Yellow Springs

**PETITION TO ACKNOWLEDGE VACATION OF ALLEY  
TO VILLAGE COUNCIL OF YELLOW SPRINGS, OHIO**

The owners of lots situated in the Village of Yellow Springs, Ohio, and in the immediate vicinity of one 15-foot wide alley described as platted on Yellow Springs Original plat, north of W. North College St., south of W. Whiteman St., between Philips St. and S. High St., respectfully petition Council that the alley be officially vacated between the points described in the enclosed survey document, for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

Four property owner abuts the 15-foot alley that runs north/south, taking access off of W. Whiteman St., for approximately 150-feet. The abutting property owner provides consent for the vacation of the alley.

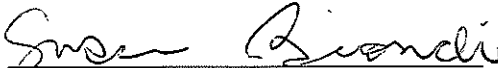


Owner

Hudson Jon Barlow Trustee

F19000100090006800

Parcel No(s)



Owner

Biondi Susan Trustee

F19000100090007500

Parcel No(s)

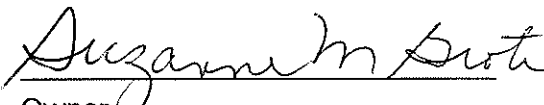


Owner

Pamplin John R & Gloria

F19000100090007400

Parcel No(s)



Owner

Grote Suzanne M

F19000100090007300

Parcel No(s)





213 N. High St. Hillsboro, Oh 45133 937.393.9971 McCartyAssociates.com  
Michael L. McCarty, P.E., P.S. Thomas E. Purtell, P.S. Douglas L. Karnes, A.I.A.  
Cody W. Beucier, P.E. Jason C. McConnaughey, P.S. Dallas M. Puckett, A.I.A.

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File No. S25-280  
November 26, 2025

**LEGAL DESCRIPTION**  
Alley Vacation  
0.020 Acre Tract

Situated in the Village of Yellow Springs, County of Greene, State of Ohio, being a part of Section 20, Town 4, Range 8 and being further bounded and described as follows:

Beginning 1" pipe (found) at the intersection of the southerly line of Whitman Street and the westerly line of an existing alley marking the northeasterly corner of Lot No. 182 of The Original Plat of Yellow Springs (Plat Cabinet 31, Pages 247A and 247B);

thence with the southerly line of S 86°05'36" E, a distance of 5.64 feet to the northwesterly corner of Lot No. 189 of The Original Plat of Yellow Springs;

thence with the westerly line of Lot No. 189 S 09°32'18" W passing the westerly corners of Lot Nos. 188, 187, a distance of 157.82 feet to the centerline of a portion of a vacated alley (Ordinance No. 90-07, O.R. 547, Page 183)

thence with the centerline of the aforesaid vacated alley N 86°05'36" W, a distance of 5.64 feet to a 1" pipe (found);

thence N 09°32'18" E passing the southeasterly corner to and continuing with the easterly line of Lot No. 182 of The Original Plat of Yellow Springs, a total distance of 157.82 feet to the point of beginning, **containing 0.020 acre of land.**

Subject to all legal easements and rights-of-way of record.

Bearings are based upon the Grid Azimuth (Az 197°56'38.7") between National Geodetic Survey CORS Station "OHCL" and McCarty Associates Geodetic Local Control Monument "2001" and derived from GNSS

## Exhibit A to Resolution 2025-29

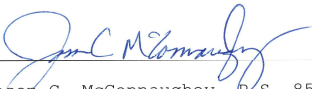
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observations taken September 16, 2025, utilizing the ODOT Ohio Real Time Network (Trimble Virtual Reference System).

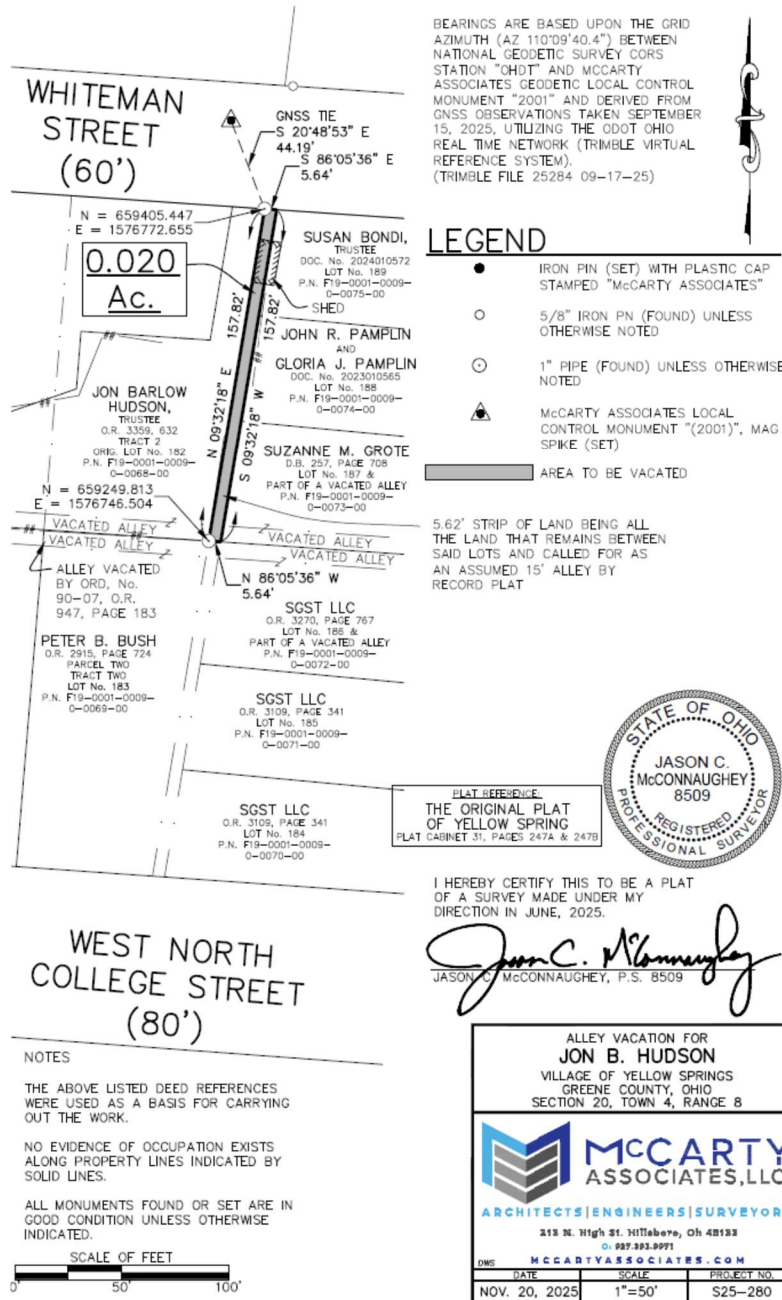
Land surveyed September 2025, under the direction of Jason C. McConnaughey, Registered Professional Surveyor No. 8509, the survey plat of which is referred to as Project No. S25-280 on file in the office of McCarty Associates, LLC, Hillsboro, Ohio.

All iron pins (set) are 5/8" diameter with 1-1/4" diameter plastic caps stamped "McCARTY ASSOCIATES".



  
Jason C. McConnaughey, P.S. 8509

# Exhibit B to Ordinance 2025-29





# The Village of **YELLOW SPRINGS**

## MEMORANDUM

TO: Village Council

FROM: Elyse Giardullo, Assistant Village Manager

DATE: December 12, 2025

RE: Supplemental Appropriation – Fiscal Year Closeout

Council Members,

The following memo outlines several budget adjustments needed to close out the fiscal year, address increased service demands, and appropriate grant and donation funds. Approval of these amendments will ensure all departments are properly funded through year end.

| Description                               | Addition to Budget | Comments                                                                   |
|-------------------------------------------|--------------------|----------------------------------------------------------------------------|
| Legal Services – Council                  | \$20,000.00        | Additional funds needed for legal services for year end                    |
| Wages – Administration                    | \$25,000.00        | Additional funds needed for year end and vacation payout – J. Burns        |
| Maintenance of Equipment – Administration | \$30,000.00        | New Server – see memo from Bartley Davis, TechAdvisors, included in packet |
| Trishaw Grant                             | \$13,100.00        | Dayton Foundation Grant                                                    |
| Legal Services – Administration           | \$15,000.00        | Additional funds needed for legal services for year end                    |
| Wages – Cable TV                          | \$900.00           | Additional funds needed for year end                                       |
| Legal Services – Public Safety            | \$7,500.00         | Additional funds needed for legal services for year end                    |
| Community Outreach                        | \$250.00           | Various Donations                                                          |
| Legal Services – Planning & Zoning        | \$9,000.00         | Additional funds needed for legal services for year end                    |
| Training – Pool                           | \$158.21           | Donation – Lifeguard Stipend                                               |
| Solid Waste – Rumpke                      | \$38,900.00        | Additional funds needed for Rumpke due to rate increases                   |

**Total Supplemental Appropriation: \$159,808.21**

**By Fund:**

- General Fund: \$120,750.00
- Parks & Recreation Fund: \$158.21
- Solid Waste Operating Fund: \$38,900.00

**Note:** The packet includes a memo from Bartley Davis, TechAdvisors, explaining the technical requirements and rationale for the proposed server upgrade, including software dependencies, aging hardware, and a phased modernization plan to enhance security and long-term cost efficiency.

These amendments ensure all expenditures are properly funded and all grant and donation revenues are appropriated accordingly. Your approval will allow the Village to close the fiscal year in compliance with financial requirements and without disruption to services.

Please let me know if you have any questions or need further detail.



**Supplemental Appropriation Worksheet**

| <u>Account #</u> | <u>Description</u>                      | <u>Addition to Budget</u> | <u>Comments</u>                                                  |
|------------------|-----------------------------------------|---------------------------|------------------------------------------------------------------|
| 101-1001-51101   | Wages-Council                           | \$2,800.00                | One Time Pay-Clerk of Council                                    |
| 101-1001-53147   | Legal Services-Council                  | \$20,000.00               | Additional funds needed for legal services for year end          |
| 101-1003-51101   | Wages-Administration                    | \$25,000.00               | Additional funds needed for year end and vacation payout-J.Burns |
| 101-1003-53106   | Maintenance of Equipment-Administration | \$30,000.00               | New Server                                                       |
| 101-1003-53101   | Trishaw Grant                           | \$13,100.00               | Dayton Foundation Grant                                          |
| 101-1003-53147   | Legal Services-Administration           | \$15,000.00               | Additional funds needed for legal services for year end          |
| 101-1008-51101   | Wages-Cable TV                          | \$900.00                  | Additional funds needed for year end                             |
| 101-1201-53147   | Legal Services-Public Safety            | \$7,500.00                | Additional funds needed for legal services for year end          |
| 101-1201-53150   | Community Outreach                      | \$250.00                  | Various Donations                                                |
| 101-1202-53147   | Legal Services-Planning & Zoning        | \$9,000.00                | Additional funds needed for legal services for year end          |
| 204-1602-52101   | Training-Pool                           | \$158.21                  | Donation-Lifeguard Stipend                                       |
| 630-1331-53130   | Solid Waste-Rumpke                      | \$38,900.00               | Additional funds needed for Rumpke due to rate increases         |
|                  |                                         |                           |                                                                  |
|                  |                                         |                           |                                                                  |
|                  |                                         |                           |                                                                  |

\$162,608.21

|     |                            |              |
|-----|----------------------------|--------------|
| 101 | General Fund               | \$123,550.00 |
| 204 | Parks & Recreation Fund    | \$158.21     |
| 630 | Solid Waste Operating Fund | \$38,900.00  |

\$162,608.21

**ORDINANCE NO. 2025-30**

**2025 FOURTH QUARTER SUPPLEMENTAL APPROPRIATIONS AND DECLARING AN EMERGENCY  
VILLAGE OF YELLOW SPRINGS, OHIO**

**WHEREAS**, Ordinance 2024-18 was adopted to make appropriations for current expenses and other expenditures of the Village of Yellow Springs, State of Ohio, during the fiscal year ending December 31, 2025, and

**WHEREAS**, Village Council makes supplemental appropriations to reflect adjustments which occur throughout the fiscal year, and

**WHEREAS**, this ordinance is hereby declared to be an emergency measure necessary to preserve the public interest and provide for a special emergency in the operation of Village services, such emergency being the urgent necessity to provide for legitimate expenditures and amend the annual appropriation .

**NOW, THEREFORE, THE COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO, HEREBY ORDAINS THAT:**

**Section 1.** To provide for expenses and other expenditures of the said Village of Yellow Springs during the fiscal year ending December 31, 2025 the following sums are hereby set aside and appropriated as follows:

**Section 2.** That there be appropriated from the **GENERAL FUND**:

|  |                                          | <b>CURRENT<br/>BUDGET</b> | <b>SUPPLEMENTAL<br/>12/15/25</b> | <b>AMENDED BUDGET</b> |
|--|------------------------------------------|---------------------------|----------------------------------|-----------------------|
|  | <b>Council Total</b>                     | <b>\$339,576.00</b>       | <b>\$22,800.00</b>               | <b>\$362,376.00</b>   |
|  | <i>Personnel Services</i>                | \$173,326.00              | \$2,800.00                       | \$176,126.00          |
|  | <b>Mayor Total</b>                       | <b>\$39,427.00</b>        |                                  | <b>\$39,427.00</b>    |
|  | <i>Personnel Services</i>                | \$25,427.00               |                                  | \$25,427.00           |
|  | <b>Administration Total</b>              | <b>\$895,177.00</b>       | <b>\$83,100.00</b>               | <b>\$978,277.00</b>   |
|  | <i>Personnel Services</i>                | \$265,512.00              | \$25,000.00                      | \$290,512.00          |
|  | <b>Auditor</b>                           | <b>\$45,000.00</b>        |                                  | <b>\$45,000.00</b>    |
|  | <b>Commercial Rental Property</b>        | <b>\$150,000.00</b>       |                                  | <b>\$150,000.00</b>   |
|  | <b>Library</b>                           | <b>\$20,000.00</b>        |                                  | <b>\$20,000.00</b>    |
|  | <b>Cable</b>                             | <b>\$121,058.00</b>       | <b>\$900.00</b>                  | <b>\$121,958.00</b>   |
|  | <i>Personal Services</i>                 | \$74,676.00               | \$900.00                         | \$75,576.00           |
|  | <b>Council Commissions</b>               | <b>\$31,500.00</b>        |                                  | <b>\$31,500.00</b>    |
|  | <b>Public Safety Total</b>               | <b>\$2,051,672.00</b>     | <b>\$7,750.00</b>                | <b>\$2,059,422.00</b> |
|  | <i>Personnel Services</i>                | \$1,704,333.00            |                                  | \$1,704,333.00        |
|  | <b>Planning Total</b>                    | <b>\$420,746.00</b>       | <b>\$9,000.00</b>                | <b>\$429,746.00</b>   |
|  | <i>Personnel Services</i>                | \$219,746.00              |                                  | \$219,746.00          |
|  | <b>Mediation</b>                         | <b>\$14,000.00</b>        |                                  | <b>\$14,000.00</b>    |
|  | <b>Transfers and Advances</b>            | <b>\$1,376,000.00</b>     |                                  | <b>\$1,376,000.00</b> |
|  | <b>TOTAL GENERAL FUND APPROPRIATIONS</b> | <b>\$5,504,156.00</b>     | <b>\$123,550.00</b>              | <b>\$5,627,706.00</b> |

**Section 3.** That there be appropriated from the following **SPECIAL REVENUE FUNDS**:

|            |                                              |                     |                 |                     |
|------------|----------------------------------------------|---------------------|-----------------|---------------------|
| <b>202</b> | <b>Street Maintenance &amp; Repair Total</b> | <b>\$755,825.00</b> |                 | <b>\$755,825.00</b> |
|            | <i>Personnel Services</i>                    | \$275,405.00        |                 | \$275,405.00        |
| <b>203</b> | <b>State Highway &amp; Repair</b>            | <b>\$10,000.00</b>  |                 | <b>\$10,000.00</b>  |
| <b>204</b> | <b>Parks and Recreation Fund</b>             | <b>\$941,925.00</b> | <b>\$158.21</b> | <b>\$942,083.21</b> |
|            | <b>Parks Total</b>                           | <b>\$365,404.00</b> |                 | <b>\$365,404.00</b> |
|            | <i>Personnel Services</i>                    | \$87,404.00         |                 | \$87,404.00         |
|            | <b>Pool Total</b>                            | <b>\$186,194.00</b> | <b>\$158.21</b> | <b>\$186,352.21</b> |
|            | <i>Personnel Services</i>                    | \$74,294.00         |                 | \$74,294.00         |
|            | <b>Bryan Center Total</b>                    | <b>\$370,459.00</b> |                 | <b>\$370,459.00</b> |
|            | <i>Personnel Services</i>                    | \$217,163.00        |                 | \$217,163.00        |
|            | <b>Bryan Youth Center Total</b>              | <b>\$23,946.00</b>  |                 | <b>\$23,946.00</b>  |
| <b>205</b> | <b>Economic Development Fund</b>             | <b>\$40,000.00</b>  |                 | <b>\$40,000.00</b>  |
| <b>207</b> | <b>Green Space</b>                           | <b>\$113,000.00</b> |                 | <b>\$113,000.00</b> |
| <b>208</b> | <b>Motor Vehicle - Permissive Tax</b>        | <b>\$25,000.00</b>  |                 | <b>\$25,000.00</b>  |
| <b>210</b> | <b>Mayor's Court Computer Fund</b>           | <b>\$0.00</b>       |                 | <b>\$0.00</b>       |
| <b>212</b> | <b>Law Enforcement &amp; Education</b>       | <b>\$5,337.44</b>   |                 | <b>\$5,337.44</b>   |
| <b>213</b> | <b>Coat &amp; Supply Fund</b>                | <b>\$2,900.00</b>   |                 | <b>\$2,900.00</b>   |
| <b>215</b> | <b>Federal Forfeited Assets</b>              | <b>\$0.00</b>       |                 | <b>\$0.00</b>       |
| <b>216</b> | <b>State Law Enforcement Trust Fund</b>      | <b>\$6,000.00</b>   |                 | <b>\$6,000.00</b>   |
| <b>218</b> | <b>YS Clifton Connector Trail Project</b>    | <b>\$0.00</b>       |                 | <b>\$0.00</b>       |
| <b>220</b> | <b>Utility Round Up Fund</b>                 | <b>\$14,750.00</b>  |                 | <b>\$14,750.00</b>  |
| <b>223</b> | <b>American Rescue Plan Act</b>              | <b>\$782.85</b>     |                 | <b>\$782.85</b>     |
| <b>224</b> | <b>Affordable Housing</b>                    | <b>\$250,184.00</b> |                 | <b>\$250,184.00</b> |
| <b>902</b> | <b>Widow's Fund</b>                          | <b>\$1,500.00</b>   |                 | <b>\$1,500.00</b>   |
| <b>903</b> | <b>Police Pension Fund Total</b>             | <b>\$51,848.00</b>  |                 | <b>\$51,848.00</b>  |

|                                                  |                           |                       |                 |                       |
|--------------------------------------------------|---------------------------|-----------------------|-----------------|-----------------------|
|                                                  | <i>Personnel Services</i> | \$51,148.00           |                 | \$51,148.00           |
| 904                                              | Security Deposit Fund     | \$1,000.00            |                 | \$1,000.00            |
| 906                                              | Mayor's Court Fund        | \$7,000.00            |                 | \$7,000.00            |
| <b>TOTAL SPECIAL REVENUE FUND APPROPRIATIONS</b> |                           | <b>\$2,227,052.29</b> | <b>\$158.21</b> | <b>\$2,227,210.50</b> |

**Section 4.** That there be appropriated from the **CAPITAL PROJECT FUNDS:**

|                                                  |                                          |                       |               |                       |
|--------------------------------------------------|------------------------------------------|-----------------------|---------------|-----------------------|
| 301                                              | Police Vehicle Replacement Fund          | \$0.00                |               | \$0.00                |
| 303                                              | Water - Capital Fund                     | \$640,500.00          |               | \$640,500.00          |
| 304                                              | Sewer Capital Improvement Fund           | \$559,000.00          |               | \$559,000.00          |
| 305                                              | Electric Capital Improvement Fund        | \$355,000.00          |               | \$355,000.00          |
| 306                                              | Parks and Recreation Capital Improvement | \$147,720.00          |               | \$147,720.00          |
| 307                                              | Facilities Improvement Fund              | \$55,000.00           |               | \$55,000.00           |
| 308                                              | Capital Equipment Fund                   | \$9,000.00            |               | \$9,000.00            |
| <b>TOTAL CAPITAL PROJECT FUND APPROPRIATIONS</b> |                                          | <b>\$1,766,220.00</b> | <b>\$0.00</b> | <b>\$1,766,220.00</b> |

**Section 5.** That there be appropriated from the **ENTERPRISE FUNDS:**

|                                             |                           |                       |                    |                       |
|---------------------------------------------|---------------------------|-----------------------|--------------------|-----------------------|
| 601                                         | Electric Fund Total       | \$5,140,770.00        |                    | \$5,140,770.00        |
|                                             | <i>Personnel Services</i> | \$610,441.00          |                    | \$610,441.00          |
| 610                                         | Water Fund Total          | \$1,506,612.00        |                    | \$1,506,612.00        |
|                                             | Water Distribution Total  | \$636,259.00          |                    | \$636,259.00          |
|                                             | <i>Personnel Services</i> | \$389,209.00          |                    | \$389,209.00          |
|                                             | Water Treatment Total     | \$870,353.00          |                    | \$870,353.00          |
|                                             | <i>Personnel Services</i> | \$265,898.00          |                    | \$265,898.00          |
| 620                                         | Sewer Fund Total          | \$1,870,086.00        |                    | \$1,870,086.00        |
|                                             | Sewer Collection          | \$507,732.00          |                    | \$507,732.00          |
|                                             | <i>Personnel Services</i> | \$352,732.00          |                    | \$352,732.00          |
|                                             | Sewer Treatment           | \$662,354.00          |                    | \$662,354.00          |
|                                             | <i>Personnel Services</i> | \$252,991.00          |                    | \$252,991.00          |
|                                             | Sewer Transfer            | \$700,000.00          |                    | \$700,000.00          |
| 630                                         | Solid Waste Fund          | \$435,006.00          | \$38,900.00        | \$473,906.00          |
|                                             | <i>Personnel Services</i> | \$15,006.00           |                    | \$15,006.00           |
| 640                                         | Utility Overpayment fund  | \$10,500.00           |                    | \$10,500.00           |
| 650                                         | Storm Water Fund          | \$30,000.00           |                    | \$30,000.00           |
|                                             | <i>Personnel Services</i> | \$1,500.00            |                    | \$1,500.00            |
| 660                                         | Municipal Broadband Fund  | \$95,000.00           |                    | \$95,000.00           |
| <b>TOTAL ENTERPRISE FUND APPROPRIATIONS</b> |                           | <b>\$9,087,974.00</b> | <b>\$38,900.00</b> | <b>\$9,126,874.00</b> |

**Section 6.** That the appropriation from the Total Fund Budget is as follows:

|                                             |                        |                     |                        |
|---------------------------------------------|------------------------|---------------------|------------------------|
| <b>GRAND TOTAL APPROPRIATIONS ALL FUNDS</b> | <b>\$18,585,402.29</b> | <b>\$162,608.21</b> | <b>\$18,748,010.50</b> |
|---------------------------------------------|------------------------|---------------------|------------------------|

**Section 7.** The Finance Director and the Village Manager are hereby authorized to draw warrants on the Village Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with such ordinance.

**Section 8.** This ordinance is hereby declared to be an emergency measure immediately necessary to preserve the public interest and for the health, safety and welfare of the citizens of the Village, wherefore, this ordinance shall be in effect immediately upon its adoption by Council.

Signed: Kevin Stokes, President  
 Passed:  
 Attest: Judy Kintner, Clerk of Council

**ROLL CALL:**

Brian Housh \_\_\_\_\_  
 Carmen Brown \_\_\_\_\_  
 Trish Gustafson \_\_\_\_\_  
 Kevin Stokes \_\_\_\_\_  
 Gavin DeVore Leonard \_\_\_\_\_

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-61**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH HOCKING  
ATHENS PERRY COMMUNITY ACTION AND BARONS BUS FOR GO BUS SERVICES**

WHEREAS, Hocking Athens Perry Community Action (hereinafter “HAPCAP”) offers a community bus service, otherwise known as GoBus, with various routes to Athens, Columbus, Cleveland, and Cincinnati, Ohio; and,

WHEREAS, GoBus services are provided by Barons Bus and its agents and employees under contract with HAPCAP; and

WHEREAS, HAPCAP has requested that the Village of Yellow Springs provide a bus stop location in the Village of Yellow Springs; and

WHEREAS, the Village Manager has recommended provision of such a bus stop as a low-cost way to increase state-wide access and mobility to villagers and to become accessible to Ohioans from other parts of the state,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY  
RESOLVES THAT:**

Section 1. Council for the Village of Yellow Springs concurs with the recommendation of the Village Manager regarding provision of a village Go Bus stop.

Section 2. The Village Manager is hereby authorized to execute a contract with HAPCAP in a form substantially similar to the contract attached hereto as Exhibit A.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Kevin Stokes \_\_\_\_\_ Gavin DeVore Leonard \_\_\_\_\_  
Carmen Brown \_\_\_\_\_ Brian Housh \_ Trish Gustafson \_\_\_\_\_

**The Village of Yellow Springs**  
**AGREEMENT FOR THE OPERATION OF BUS TRANSPORTATION SERVICES**

This Agreement, by and between the Hocking Athens Perry Community Action (hereinafter “HAPCAP”) located at 3 Cardaras Drive, Glouster, OH 45732, **Barons Bus**, and The **Village of Yellow Springs**, is as follows:

Whereas, HAPCAP offers a community bus service, otherwise known as GoBus, with various routes to Athens, Columbus, Cleveland, and Cincinnati, Ohio; and,

Whereas, GoBus services are provided by **Barons Bus** and its agents and employees under contract with HAPCAP; and

Whereas, HAPCAP has requested that the **Village of Yellow Springs** provide a bus stop location on its campus.

Now, therefore HAPCAP and the **Village of Yellow Springs** (the “Primary Parties”), with the concurrence and agreement of **Barons Bus**, agree to the following:

**TERM OF AGREEMENT**

This Agreement is effective as of the date signed by **Barons Bus** and both Primary Parties hereto and terminates on **July 1, 2028**, unless terminated earlier by action of either Primary Party. Either Primary Party hereto may terminate this Agreement for cause or convenience by providing 30 calendar days written notice to the other Primary Party. Should either Primary Party wish to terminate this Agreement for cause, the Primary Party, at its sole option, may approach the other Primary Party with the reason(s) for termination, and may permit the other Primary Party a reasonable time to address the reasons in order to avoid Agreement termination. Future Agreements must be the result of specific action by HAPCAP and the **Village of Yellow Springs**.

**SCOPE OF SERVICES**

HAPCAP contracts with **Barons Bus** to provide GoBus service that includes a bus stop at the **Village of Yellow Springs** at a location that has been designated by the **Village of Yellow Springs**. Service will be provided in accordance with a published schedule made available by HAPCAP. A facsimile of said schedule is attached hereto as part of this Agreement. HAPCAP shall provide advanced notice to the **Village of Yellow Springs** of any schedule changes. **Barons Bus** will make reasonable attempts to be on schedule with arrivals and departures from the **Village of Yellow Springs** bus stop. **Barons Bus** will provide for passenger and vehicle safety at all times and will provide currently certified professional drivers at all times. The **Village of Yellow Springs** bus stop is not a location for GoBus ticket sales.

**BUS STOP LOCATION**

The GoBus stop at **Yellow Springs Station** shall be **101 Dayton St, via US-68**, in the **Village of Yellow Springs**, OH. The bus stop will be available to passengers for reasonable periods prior to and after the scheduled bus stop times in order to permit reasonable boarding and disembarking to occur. The **Village of Yellow Springs** is under no obligation to provide climate-controlled facilities for use by GoBus passengers. There may be future opportunities for further capital improvements funded through ODOT and USDOT, limited to a covered awning, a bench, and/or a concrete pad to support ADA accessibility. ODOT and HAPCAP will provide the **Village of**

Yellow Springs with a GoBus sign which must remain installed and visible while the Village of Yellow Springs is participating in the program.

#### CUSTOMER RELATIONS

The Village of Yellow Springs has no responsibility to accommodate passengers who may board or disembark at the Village of Yellow Springs bus stop, including but not limited to, dealing with questions or concerns from passengers or others about any aspect of the GoBus program. Barons Bus is solely responsible for the behavior of its employees, volunteers, sub-contractors, affiliates and agents during those times when the GoBus vehicle is at the Village of Yellow Springs.

#### COMPLIANCE CERTIFICATION

HAPCAP certifies that the GoBus operation complies in all material respects with all applicable local, state, and federal regulations. Barons Bus further certifies that its drivers have cleared criminal background checks and other required licensures and certifications prior to being permitted to fulfill their duties on behalf of GoBus and prior to their being permitted to access the Village of Yellow Springs.

#### COMPENSATION

There is no compensation made to either HAPCAP or the Village of Yellow Springs under this Agreement.

#### INDEMNIFICATION

HAPCAP agrees to release, hold harmless, defend, and indemnify the Village of Yellow Springs, its employees, officers, trustees, and agents, with respect to any and all claims, demands, damages, liability and court awards, including costs, expenses, and reasonable attorney fees (collectively "Claims and Expenses"), relating in any way to an act or omission by HAPCAP, its employees, volunteers, subcontractors, affiliates or agents. Further, HAPCAP agrees to release, hold harmless, defend, and indemnify the Village of Yellow Springs, its employees, officers, trustees, and agents, with respect to any and all of such Claims and Expenses, relating in any way to injury to person or property resulting proximately from the Go Bus service, its use of the Village of Yellow Springs as a bus stop location, or the execution of this Agreement. Barons Bus, as the service operator, is responsible for the actions or inaction of its employees and agents. In the case of any Claims and Expenses relating in any way to an act or omission by Barons Bus, or a Barons Bus employee or agent, Barons Bus will fulfill all of the obligations HAPCAP has undertaken under this indemnification clause.

#### SEVERABILITY

If any portion of this Agreement is determined to be unenforceable, the remaining portions of this Agreement remain in full force and effect.

#### ENTIRE AGREEMENT

This written Agreement is the entire agreement between HAPCAP and the Village of Yellow Springs. Any changes hereto must be in writing and executed by both Primary Parties hereto prior to the changes becoming effective and apart of this Agreement. This Agreement will be construed under the laws of the state of Ohio without regard to the conflict of laws provisions thereof, and will enforceable only in the state and federal courts located in the state of Ohio.

ACKNOWLEDGED AND AGREED TO BY THE AUTHORIZED SIGNATORIES:

---

(Stop Location)

---

(Name)

---

(Title)

---

(Signature)

---

(Date)

Hocking Athens Perry Community Action

Kelly Hatas

---

(Name)

Executive Director

---

(Title)

---

(Signature)

---

(Date)



# 9

## Routes

# 32

## University connections

# 27

## Local transit connections

# 47

## Counties with bus stops

# 153k

## Ridership

### What

- GoBus launched in November 2010.
- GoBus provides essential transportation connections for rural communities across Ohio, linking them to major urban centers and other transportation services.
- Currently, GoBus is funded by Federal Transit Administration (FTA) funds and in-kind match.
- Existing service includes 5 routes connecting 36 cities, the expansion adds 4 routes, connecting an additional 22 cities.
- More than 50% of GoBus riders are college students.

### When

- Expansion service will launch in the Spring of 2026.

### Why

- To stretch our dollars further and retain investments within Ohio, ODOT is transitioning to using state GRF funding for local match.
- Expansion will grant more Ohioans access to the GoBus program, particularly in the north and west portions of the state.
- GoBus ensures folks of all abilities and incomes can travel across Ohio. The discounted fares make travel affordable.

### How

- COVID stimulus packages gave ODOT a surplus of federal operating funds. Expansion efforts right-size program spending to align with current apportionments and allows ODOT to spend down the balance of federal operating funds.
- Expansion will utilize state GRF funding in lieu of in-kind match which gives ODOT the flexibility to redesign the service and use GoBus to support Ohio tourism. Future expansion routes may include 3C+D.
- Securing additional state GRF will allow ODOT to retain existing funding levels for urban transit agencies and grow the GoBus program.

### Who

- ODOT, Office of Transit and Hocking-Athens-Perry Community Action (HAPCAP) are partners in program administration. Private companies operate the service.





**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-62**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH AXON  
ENTERPRISE, INC.**

WHEREAS, Axon Enterprise, Inc. (hereinafter “Axon”) offers both body-and-dash camera equipment and all associated services; and

WHEREAS, YSPD requires a contract for body-and-dash camera services imminently to prevent any interruption in the use of this equipment; and

WHEREAS, following receipt of three quotes, Chief Burge and the Village Manager have determined that Axon can provide the above equipment and services at the lowest and best price and recommend Axon as the Village’s provider,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY  
RESOLVES THAT:**

Section 1. Council for the Village of Yellow Springs concurs with the recommendation of the Police Chief and Village Manager to contract with Axon for body-and dash-camera services.

Section 2. The Village Manager is hereby authorized to execute a contract with Axon in a form substantially similar to the contract attached hereto as Exhibit A and as approved by the Village Solicitor.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Kevin Stokes \_\_\_\_\_ Gavin DeVore Leonard \_\_\_\_\_  
Carmen Brown \_\_\_\_\_ Brian Housh \_ Trish Gustafson \_\_\_\_\_



## Master Services and Purchasing Agreement

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**"). Customer may elect not to renew the Subscription Term by providing 30 days written notice to Axon. 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~~. Customer shall be entitled to dispute, in writing with Axon, any invoiced amounts in good faith within thirty (30) days of the date of Customer's receipt of the invoice on which such disputed amounts appear. Customer shall be entitled to withhold disputed payments pending resolution of a payment dispute (and Customer shall timely pay all undisputed amounts as the same become due to Axon). The parties shall cooperate with one another in good faith to resolve any payment disputes hereunder. Customer's exercise of its right to dispute Axon's entitlement to any invoiced amounts pursuant to the procedures set forth herein shall not be considered a breach of this Agreement, and shall not entitle Axon to suspend Services, impose any charges or penalties, or take any other adverse action against Customer.

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



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**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.**



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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, nontransferable, 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.

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- 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. Notwithstanding the foregoing, the Parties acknowledge and agree that Customer is subject to Ohio sunshine laws. Any use, disclosure, or release of information or records by Customer as required by such laws shall not constitute a breach of this Agreement or violation of Axon's proprietary rights.
- 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 for services properly performed 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

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## Master Services and Purchasing Agreement

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 [as it relates to this Agreement or the Services](#).
- 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.



**Master Services and Purchasing Agreement**

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

**AXON:**

**CUSTOMER:**

**Axon Enterprise, Inc.**

|                  |                  |
|------------------|------------------|
| Signature: _____ | Signature: _____ |
| Name: _____      | Name: _____      |
| Title: _____     | Title: _____     |
| Date: _____      | Date: _____      |





## Axon Cloud Services Terms of Use Appendix

### 1. Definitions.

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

**2. Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

**3. Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

**4. Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

**5. Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of



## Master Services and Purchasing Agreement

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

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

**6. Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

**7. Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

**8. Storage.** 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>.



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**11. Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

**12. TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

**13. Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

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



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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.



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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.

#### **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.



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- 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.



### 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).





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### 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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>System set up and configuration</b> <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>                                                                                                                                                                         |
| <b>Dock configuration</b> <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>                                                                                                                                                                                                                                                |
| <b>Best practice implementation planning session</b> <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> |
| <b>System Admin and troubleshooting training sessions</b><br>Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence                                                                                                                                                                                                                                                                                                                                       |
| <b>Axon instructor training (Train the Trainer)</b><br>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                                                                                                                                                                                                                                                                                                                                        |
| <b>Evidence sharing training</b><br>Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Users go-live training and support sessions</b> <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>                                                                                                                                                                                                                                                                                                                                                         |
| <b>Implementation document packet</b><br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Post go-live review</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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:



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

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

- Troubleshoot IT issues with Axon Evidence and Dock access

### Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

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

### User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

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:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

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

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

### TASER CEW inspection and device assignment

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.

### Post go-live review

**For the CEW Full-Service Package:** On-site assistance included.  
**For the CEW Starter Package:** Virtual assistance included.



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

**Archival of CEW Firing Logs**

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.

**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.



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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.

### Disclosures

- Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
  1. Public Defender Case Sharing
  2. Disclosure Portal
  3. Download Links

### Training

- 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.
- 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.

### Go-Live Plan

- 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.

### Implementation document packet

- Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

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



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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, aSP 7, aSP 10, aSP Plus, aSP 7 Plus Premium and aSP 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



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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.

| Customer Size          | Days to Return from Start Date of TASER 10 Subscription |
|------------------------|---------------------------------------------------------|
| 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.





## Axon Auto-Tagging Appendix

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

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



### Axon ALPR Appendix

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

#### **1. Customer Responsibilities.**

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

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

#### **3. Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, 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 of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

#### **4. Axon Fleet Specific Terms.**

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



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whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

### **5. Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

### **6. Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

### **7. Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

### **8. Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.



## Axon Respond Appendix

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

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



### 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 Evidence Local Software Appendix

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

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



## 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.



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**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 Channel Services Appendix

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

#### **1. Definitions.**

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

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

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

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

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

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

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

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

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



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Axon Technical Account Manager Appendix

- 1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting **Boulder PD** and (1) other agency for the first 12 months of the agreement.
- 2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
- 3. **Full-Time TAM Scope of Services.**
  - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six-(6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 3.4. The Full-Time TAM **Service options are listed below:**

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

- 4. **Regional TAM Scope of Services.**
  - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of

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the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

4.4. The Regional TAM service options are listed below:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Account Maintenance</b><br>Conducting remote training on new features and <b>devices for Customer's leadership</b><br>Thoroughly documenting issues and workflows and suggesting new <b>workflows to improve the effectiveness of the Axon program</b><br>Conducting weekly conference calls to cover <b>current issues and program status</b><br>Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices |
| <b>Direct Support</b><br><b>Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices</b><br>Creating and monitoring RMAs remotely                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Data Analysis</b><br>Providing quarterly Axon <b>usage data to identify trends and program efficiency opportunities</b><br>Comparing <b>Customer's Axon usage and trends to peers to establish best practices</b><br>Proactively <b>monitoring the health of Axon equipment and coordinating returns when needed</b>                                                                                                                                                                                                                                            |
| <b>Customer Advocacy</b><br>Coordinating bi-yearly Voice of <b>Customer meetings with Device Management team</b><br>Recording and tracking Customer feature requests and major bugs                                                                                                                                                                                                                                                                                                                                                                                |

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



## Axon Investigate Appendix

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

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



## My90 Terms of Use Appendix

### 1. Definitions.

- 1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. "**Customer Data**" means
  - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. "**My90 Data**" means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

**2. Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

**3. IP address.** Axon will not store survey respondents' IP address.

**4. Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.



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- 5. Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
- 6. Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
- 7. Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
- 8. Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
- 9. Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
- 10. Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
- 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
- 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
- 11. License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
- 12. Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
- 13. Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
- 14. Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives



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a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

**15. Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

**16. Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

**17. Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

**18. Managing Data Shared.** Customer is responsible for:

- 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
- 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
- 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
- 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

**19. Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:

- 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
- 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
- 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

**20. Customer Responsibilities.** Customer is responsible for:

- 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
- 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
- 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the





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configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

**21. Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

**22. My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



### Schedule 1- Details of the Processing

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



### 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.



### Axon Training Pod Appendix

**1. Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

**2. Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**3. Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

**4. Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.



## Master Services and Purchasing Agreement

### Dedrone Product Appendix

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

#### **1. Definitions.**

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

#### **2. Customer License.**

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

#### **3. Customer Obligations.**

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply,



## Master Services and Purchasing Agreement

including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

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

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

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

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

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

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

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

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

**5.1 Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To



## Master Services and Purchasing Agreement

the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

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

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.





**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-63**

**AUTHORIZING PAYOUT OF VACATION HOURS FOR VILLAGE MANAGER**

WHEREAS, the Village Manager was unable to use 136 hours of vacation time during calendar year 2025, and;

WHEREAS, by contract, The Village Manager is permitted 80 hours of carryover per annum, and;

WHEREAS, per the Village Manager's contract, he is entitled to receive extra compensation in lieu of unused vacation leave for days not used, and;

WHEREAS, Village Council, per the Village Manager's contract, is authorized to fix other such terms and conditions of employment as it may determine is necessary or desirable, provided such are not inconsistent or in conflict with the Village Manager's contract, the Village Charter or other law,

**NOW THEREFORE, Council for the Village of Yellow Springs, Ohio hereby resolves that:**

**Section 1.** Section 4(B) of the Village Manager's contract allows him to receive extra compensation in lieu of unused vacation leave for days not used.

**Section 2.** Council hereby issues authorization for the payout of 136 vacation hours to Village Manager Johnnie Burns and acknowledges his exceptional diligence and work ethic on behalf of the Village of Yellow Springs.

Signed: \_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

ROLL CALL:

|                   |                           |                  |
|-------------------|---------------------------|------------------|
| Kevin Stokes ____ | Gavin DeVore Leonard ____ | Brian Housh ____ |
| Carmen Brown ____ | Trish Gustafson ____      |                  |

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-64**

**Appreciation for Trish Gustafson's Service as a Council Member**

**Whereas,** Trish Gustafson has served the Village of Yellow Springs in her role as a member of Village Council since her election in 2023; and

**Whereas,** Council wishes to honor Trish's service to the Village of Yellow Springs and to the office of Council,

**NOW THEREFORE COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES THAT:**

**Section 1.** Trish Gustafson is hereby officially recognized for her commitment to the village as evidenced through her service on Yellow Springs Village Council.

**Section 2.** Council for the Village of Yellow Springs thanks you for your years of service and wishes you the best in your future endeavors.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest:\_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Kevin Stokes \_\_\_      Gavin DeVore Leonard\_\_\_      Brian Housh \_\_\_  
Carmen Brown \_\_\_      Trish Gustafson\_\_

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-65**

**Appreciation for Kevin Stokes' Eight Years of Service as a Council Member**

**Whereas,** Kevin Stokes has served with energy and compassion on Village Council for eight years, since his elections in 2017 and in 2021; and

**Whereas,** in his role as Council President, which he held from 2023 to the present, Kevin's respect for the professionalism of Village staff was one of his defining attributes; and

**Whereas,** Council wishes to honor Kevin's commitment and service to the Village of Yellow Springs and to the office of Council,

**NOW THEREFORE COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES THAT:**

**Section 1.** Kevin Stokes is hereby officially recognized for his commitment to Yellow Springs as evidenced through his years of service on Yellow Springs Village Council.

**Section 2.** Council for the Village of Yellow Springs thanks you for your many years of service and wishes you the best in your future endeavors.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest:\_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Kevin Stokes \_\_      Gavin DeVore Leonard\_\_\_\_      Brian Housh \_\_\_\_  
Carmen Brown \_\_\_\_      Trish Gustafson\_\_

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-66**

**Appreciation for Brian Housh's Twelve Years of Service as a Council Member**

**Whereas**, Brian Housh has served with leadership and dedication on Village Council for twelve years, since his election in 2013 in 2017 and again in 2021; and

**Whereas**, both Council and the Village of Yellow Springs have benefitted from Brian's deep knowledge of County and State level government, and in particular from his ability to find and skillfully collaborate with staff and others to access grant funds; and

**Whereas**, in his role as Council President, which he held from 2018 to 2023, Brian adroitly led Council through any number of challenging situations and debates; and

**Whereas**, Council wishes to honor Brian's commitment and service to the Village of Yellow Springs and to the office of Council,

**NOW THEREFORE COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES THAT:**

**Section 1.** Brian Housh is hereby officially recognized for his commitment to his chosen community as evidenced through his years of service on Yellow Springs Village Council.

**Section 2.** Council for the Village of Yellow Springs thanks you for your many years of service and wishes you the best in your future endeavors.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest:\_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Kevin Stokes \_\_\_      Gavin DeVore Leonard\_\_\_      Brian Housh \_\_\_\_  
Carmen Brown \_\_\_\_      Trish Gustafson\_\_

VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-67

CONDEMNING THE PRACTICE OF CONVERSION THERAPY

**WHEREAS**, the Village of Yellow Springs has a long history of advancing social justice, diversity, equity and inclusion, including commitments to anti-racism and LGBTQ+ community safety; and

**WHEREAS**, conversion therapy – defined as practices or treatments by licensed mental health professionals that seek to change an individual’s sexual orientation or gender identity – has been widely discredited by every major medical and psychological organization in the U.S., including the American Psychological Association, the Academy of Pediatrics and the American Medical Association; and

**WHEREAS**, studies show that LGBTQ+ youth subjected to conversion therapy face significantly higher rates of depression, anxiety, substance abuse and suicide attempts, with nearly half of youth undergoing such practices reporting a suicide attempt within the past year; and

**WHEREAS**, over twenty states and numerous Ohio municipalities have already taken action to prohibit conversion therapy on minors by licensed providers; and

**WHEREAS**, our Village Values underscore that local government will “create a welcoming community of opportunity for all persons regardless of race, age, sexual orientation, gender identity, ethnicity, economic status, mental/physical ability or religious affiliation” and will “intentionally promote anti-racism, inclusion, equity and accessibility through all policies, procedures and processes”; and

**WHEREAS**, Village Council has a long-standing legacy of courageously pursuing local human rights protections – even when such efforts precede or challenge broader legal consensus,

**NOW, THEREFORE**, be it resolved by Council for the Village of Yellow Springs that:

**Section 1.** Village Council formally opposes the practice of conversion therapy on minors and acknowledges its harmful, discredited, discriminatory, appalling and unethical nature.

**Section 2.** Village Council affirms its commitment to our LGBTQ+ community, equity and inclusion, recognizing that no one should be subjected to practices attempting to change or suppress their identity.

**Section 3.** The Village of Yellow Springs supports ongoing efforts to consider future legislation regulating conversion therapy by licensed professionals within municipal limits.

**Section 4.** Village Council calls upon all Villagers to stand with our LGBTQ+ youth in sustaining a culture grounded in safety, belonging, respect and dignity for all and urges community members to continue fostering inclusion, evidence-based mental health care and support for policies that protect all Yellow Springs residents, especially the most vulnerable, from harm.

Signed: \_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

Roll Call:

Stokes \_\_\_\_

DeVore Leonard \_\_\_\_

Housh \_\_\_\_

Brown \_\_\_\_

Gustafson \_\_\_\_



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To: Village Council

From: Amy Blankenship, Village Solicitor  
Tyler Bridge, Public Finance Attorney

Re: Community Reinvestment Area Agreements with Windsor Companies

Date: December 15, 2025

---

There are two resolutions in the packet for Council's consideration. One approves a Community Reinvestment Area ("CRA") agreement with Windsor Companies for a 15 year, 75% tax abatement for the redevelopment of the Antioch Student Union site. The other approves a CRA agreement with Windsor Companies for a 15 year, 75% tax abatement for the renovation of the Antioch Kettering Building. CRA is a real property tax reduction tool. CRA exempts increases in value that occur due to new construction or remodeling of structures from real property taxation. Taxes are still collected on the land, but the structure is exempted.

#### **Information Regarding Requested Abatements:**

These are not 100% abatements; they are 75% abatements. So, 25% of the real property taxes due on the entire Project will continue to be paid to the appropriate taxing jurisdictions notwithstanding the CRA. The Village will still get 25% of what it would have gotten, as will the school district, and the Township. When the CRA falls off in year 16, ALL taxing jurisdictions will get everything they would have gotten but for the CRA (i.e., transforming an unproductive asset into a productive asset) [UNLESS Village authorizes a TIF later].

No income tax levies are impacted at all. The Village, School Districts, etc. will continue to receive all of those benefits. No real property taxes impacted regarding land value [UNLESS Village authorizes a TIF later]. In accordance with the Village's previously approved CRA Ordinance, both agreements require 15% of units be "affordable" in accordance with the Village Zoning Code definition.

#### **Timeline of Process**

On August 20, 2025, Council held a work session to discuss economic development incentives available for use by the Village, including CRA. CRA exempts increases in value that occur due to new construction or remodeling of structures from real property taxation for a period of up to, and including, fifteen (15) years and up to a percentage rate of, and including, one hundred percent (100%).



At their September 2, 2025, meeting, Council authorized staff to undertake a Housing Survey, which is the first step required by Ohio law to create a CRA.

On October 20, 2025, Council held another work session to review draft CRA Enabling Legislation. The draft included the Housing Survey as an Exhibit, and was presented for Council's consideration and discussion.

On November 17, 2025, Council approved CRA enabling legislation establishing a Village-wide CRA to allow for abatements of multi-family, commercial and industrial developments in the Village. The enabling legislation requires every CRA Agreement proposed with a developer to be approved by Council: this enables the Village to contractually enforce parameters such as affordable housing requirements, which are provided through the CRA exemption.

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-68**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A  
RESIDENTIAL COMMUNITY REINVESTMENT AREA  
AGREEMENT FOR REAL PROPERTY LOCATED WITHIN THE  
VILLAGE OF YELLOW SPRINGS COMMUNITY  
REINVESTMENT AREA AND AUTHORIZING AND  
APPROVING RELATED MATTERS**

WHEREAS, the Village of Yellow Springs, Ohio (the “*Village*”), seeks to encourage multi-family residential developments and has designated the entirety of the Village as a community reinvestment areas (“*CRA*”); and

WHEREAS, on November 17, 2025, the Council of the Village (the “*Council*”) passed Ordinance No. 2025-26 (the “*CRA Ordinance*”), designating the entirety of the Village as the Yellow Springs Community Reinvestment Area (the “*Yellow Springs CRA Area*”) and declared the remodeling of multi-family structures as well as the new construction of multi-family structures within the Yellow Springs CRA Area to be a public purpose for which the Village may grant certain exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “*CRA Act*”) in effect at the time of passage of the CRA Ordinance; and

WHEREAS, the Ohio Department of Development determined that the Yellow Springs CRA Area contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the Yellow Springs CRA Area as CRA No. 057-86940-408; and

WHEREAS, The Windsor Companies LTD, an Ohio limited liability company (together with its affiliates and permitted successors and assigns, the “*Owner*”), as fee title holder to the Property (as described more particularly in Exhibit A attached hereto and incorporated herein, the “*Property*” with each parcel comprising the Property being a “*Parcel*”), has submitted to the Village a proposed Residential CRA Application (the “*Residential CRA Application*”); and

WHEREAS, pursuant to the Residential CRA Application, the Owner intends to construct a new multi-family development at the Property consisting of approximately 96 units (the “*Project*”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Housing Officer (as defined by the CRA Ordinance), or the Housing Officer’s designee, verified the facts asserted in the Residential CRA Application, determined that the Owner is qualified to receive a Residential CRA Exemption (as defined herein), and recommends that this Council approve the Residential CRA Agreement (as defined herein) in order to provide a Residential CRA Exemption (as defined herein) for the Project with respect to any structure or any portion of any structure to be used for residential activities at the Property, all pursuant to the terms of the CRA Act, the CRA Ordinance, and the Residential CRA Agreement (as defined herein); and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and the CRA Ordinance, the Village and the Owner desire to enter into an agreement (the “*Residential CRA Agreement*”) setting forth the terms and conditions of the Residential CRA Exemption (as defined herein) with respect to the Owner and the Property, a form of which such Residential CRA Agreement is attached to and incorporated into this Resolution as Exhibit B; and



WHEREAS, the Property is located within the Yellow Springs Exempted Village School District and the Greene County Career Center (the “*School Districts*”) and the Village has provided a notice, including a copy of the Residential CRA Agreement, to the Boards of Education of the School Districts;

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO  
HEREBY RESOLVES THAT:**

SECTION 1. Qualification for Residential CRA Exemption. This Council hereby determines that the Owner is qualified to receive a Residential CRA Exemption (as defined herein) with respect to the Property, all pursuant to the CRA Act and the CRA Ordinance.

SECTION 2. Residential CRA Exemption. This Council hereby approves the Residential CRA Agreement attached to this Resolution substantially in the form of Exhibit B, which such Residential CRA Agreement shall generally take the form identified by the Village as providing a real property tax exemption for the structure or structures to be used for Residential activities comprising the Property identified in the Residential CRA Agreement due to the completion of the Project for a period of fifteen (15) years and in an amount equal to seventy five percent (75%) of the increase in the assessed value of the structure or structures to be used for Residential or industrial activities as a result of the completion of the Project.

SECTION 3. Authority to Execute Residential CRA Agreement. The Village Manager is hereby authorized to execute, deliver, and perform the Residential CRA Agreement, substantially in the form attached to this Resolution as Exhibit B, together with such changes as are consistent with this Resolution and not materially adverse to the Village, both of which shall be conclusively evidenced by the signature of the Manager upon the Residential CRA Agreement.

SECTION 4. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL**

Kevin Stokes \_\_\_\_\_ Brian Housh \_\_\_\_\_ Trish Gustafson \_\_\_\_\_  
Carmen Brown \_\_\_\_\_ Gavin DeVore Leonard \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF PROPERTY

The Property consists of those Parcels identified in the records of the Greene County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Residential CRA Agreement Approval Ordinance. For the avoidance of doubt, the Parcel subject to the Residential CRA Exemptions authorized pursuant to the Residential CRA Agreement Approval Ordinance shall consist of, and the authorizations of this Agreement shall apply to, Greene County Auditor's Permanent Parcel Identification Numbers, as the Parcels highlighted below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time, as follows:

F19-0001-0009-0-0296-00



## EXHIBIT B

### **RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT**

This **RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT** (the “**Agreement**”) is made and entered into as of this [\_\_\_\_] day of [\_\_\_\_], 2025 (the “**Effective Date**”) by and among the **VILLAGE OF YELLOW SPRINGS, OHIO**, an Ohio municipal corporation organized and existing under the Constitution of the State of Ohio and the laws of the State of Ohio with its principal offices at 100 Dayton Street, Yellow Springs, Ohio 45387 (the “**Village**”) and **WINDSOR DEVELOPMENT, LLC**, an Ohio limited liability company, together with its permitted successors and assigns (the “**Owner**”), together the Village and the Owner are collectively referred to herein as the Parties (the “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, The Village has encouraged the development of real property in a designated community reinvestment area within the Village (“**CRAs**,” or singularly, a “**CRA**”); and

**WHEREAS**, On November 17, 2025, the Yellow Springs Village Council (the “**Council**”) passed Ordinance No. 2025-26 (the “**CRA Ordinance**”), designating certain real property within the Village as the Yellow Springs Community Reinvestment Area (the “**Yellow Springs CRA Area**”) and declared the remodeling and new construction of Multi-Family Facilities (as defined pursuant to the CRA Ordinance) and the remodeling and new construction of commercial and industrial property within the Yellow Springs CRA Area to be a public purpose for which the Village may authorize certain exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “**CRA Act**”) in effect at the time of passage of the CRA Ordinance; and

**WHEREAS**, The Ohio Department of Development determined that the Yellow Springs CRA Area contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the Yellow Springs CRA Area as CRA Area No. 057-86940-408 (the “**State CRA Identifier**”); and

**WHEREAS**, The Owner, as fee title holder to the Property (as described more particularly in **Exhibit A** attached to and incorporated into this Agreement, the “**Property**” with each parcel comprising the Property being a “**Parcel**”), has submitted to the Village a proposed Residential CRA Application dated December 2, 2025 (the “**Residential CRA Application**”), attached to, and incorporated into, this Agreement as **Exhibit B**; and

**WHEREAS**, Pursuant to the Residential CRA Application, the Owner intends to demolish existing structures and provide for the new construction of a multi-family residential development project at the Property consisting of an approximately three story mixed affordability multifamily rental housing facility consisting of approximately ninety-six (96) units and together with improvements and appurtenances related thereto (the “**Project**”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, The Housing Officer (as defined by the CRA Ordinance), or the Housing Officer's designee, verified the facts asserted in the Residential CRA Application, determined that the Owner is qualified to receive a Residential CRA Exemption (as defined herein), and recommended that the Council approve this Agreement in order to provide one or more Residential CRA Exemptions (as defined herein) for the Project with respect to any structure or any portion of any structure to be used for residential "Multi-Family Facilities" at the Property (with each separately identifiable structure with respect to the Project and applicable appurtenances thereto being known as a "**Building**"), all pursuant to the terms of the CRA Act, the CRA Ordinance, and this Agreement; and

**WHEREAS**, The Property is located within the Yellow Springs Exempted Village School District and the Greene County Educational Service Center (together, the "**School Districts**") and the Village has, in accordance with Ohio Revised Code Sections 3735.671(A)(2) and 5709.83, provided a notice, including a copy of this Agreement, to the Boards of Education of the School Districts prior to the date on which the Council formally considered the approval of the Residential CRA Agreement Approval Ordinance (as defined herein), which such notice is also a notice provided more than fourteen (14) days in advance of the date on which the Housing Officer shall forward the Residential CRA Application to the Greene County Auditor pursuant to the terms of the CRA Ordinance; and

**WHEREAS**, Pursuant to Ordinance No. 2025-68 passed by the Council on December 15, 2025, as may be amended from time to time (the "**Residential CRA Agreement Approval Ordinance**"), the Council formally approved this Agreement and authorized the Residential CRA Exemptions (as defined herein) with respect to each of the newly constructed Buildings at the Property as a result of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Village and the Owner from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

**Section 1.     Project.** The cost of the investments to be made in connection with the Project by the Owner are estimated to cumulatively exceed (\$18,200,000.00) (exclusive of any amounts for the acquisition of machinery and equipment, furniture and fixtures and inventory) commencing in March of 2026 with an expected completion date of August of 2027. The Parties agree and acknowledge that the estimates provided in this Section 1 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any Residential CRA Exemptions (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease and that costs do not necessarily equal otherwise taxable value.

**Section 2.     Project Schedule.** The Owner has zero (0) employees at the Property. The Owner currently estimates that the Project will result in approximately twelve (12) full-time equivalent employment opportunities with hiring estimated to occur over a eight (8) month period beginning in January of 2027 and ending in August of 2027. The Owner currently estimates that the employment of full-time equivalent employees and temporary full-time equivalent employees at the Property will result in approximately (\$650,000.00) of total payroll for full-time equivalents

beginning in January of 2027. Currently, the Owner has zero (0) employees at the Property; therefore, no employment opportunities will be retained by the Owner in connection with the Project. The Parties agree and acknowledge that the estimates provided in this Section 2 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any Residential CRA Exemption (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease and that the Owner presently anticipates that all employees at the Property as a result of the Project will be hired by the Owner, future Third-Party Transferees (as further defined herein), or other third-party operators.

**Section 3. Residential CRA Exemption.** Pursuant to the CRA Act, the CRA Ordinance, and the Residential CRA Agreement Approval Ordinance, and subject to the terms and conditions of this Agreement, the Council has authorized a real property tax exemption with respect to the Project for a period of fifteen (15) years in an amount equal to seventy-five percent (75%) of the increase in the assessed value attributable to the newly constructed Buildings or portions of Buildings to be used for residential “Multi-Family Facilities” comprising the Property (the “**Residential CRA Exemption**”). The Housing Officer (as defined pursuant to the CRA Ordinance), or the Housing Officer’s designee, shall, upon completion of the Project as evidenced by the issuance of one or more certificates of occupancy issued by the Village with respect to the Building or portion of any Building for which a Residential CRA Exemption is sought, forward to the Greene County Auditor (i) a copy of the Owner’s Residential CRA Application and (ii) a certification of the eligibility of such construction attributable to the Buildings or portions of Buildings at the Property to be placed on the tax list and duplicate by the Greene County Auditor as exempt property as required by Ohio Revised Code Section 3735.67(C).

For each separately identifiable Building or portion of any Building used residential “Multi-Family Facilities”, the applicable Residential CRA Exemption shall first apply, except as provided by Ohio Revised Code Section 3735.67(F), for the tax year in which the construction or remodeling would first be taxable but for the Residential CRA Exemption, all pursuant to Ohio Revised Code Section 3735.67(D) and the CRA Ordinance. For purposes of clarity, however, no Residential CRA Exemption shall commence after tax year 2028 for taxes payable in calendar year 2029 (i.e., tax lien date January 1, 2028) nor extend beyond tax year 2042 for taxes payable in calendar year 2043 (i.e., tax lien date January 1, 2042).

**Section 4. Payment of Non-Exempt Taxes.** For purposes of this Section 4, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges with respect to the Property, validly levied or assessed against a Parcel or any portion of any Parcel (including as may be levied against any Building or portion of any Building from time to time) at the Property. The Owner shall pay such taxes as are not exempted under this Agreement and charged against such Owner’s Property (including Buildings if applicable) and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected for a period of more than twelve (12) months, the Owner must provide evidence to the Housing Officer that the Greene County Treasurer has approved a payment arrangement with respect to such delinquent taxes and other charges. If such taxes remain delinquent for a period of more than twelve (12) months and the Owner cannot provide evidence of a payment arrangement with the

Greene County Treasurer or the Owner defaults in making payments under a payment arrangement with the Greene County Treasurer, the Housing Officer may rescind all Residential CRA Exemptions authorized under this Agreement with respect to that applicable Owner beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section 4, shall have no effect on Residential CRA Exemptions authorized under this Agreement with respect to any other Owner other than that applicable, defaulting Owner.

**Section 5. Certification as to No Delinquent Taxes.** The Owner hereby certifies that at the time this Agreement is executed, the Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Owner is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

**Section 6. Cooperation of the Village.** The Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Residential CRA Exemptions granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Residential CRA Exemptions.

**Section 7. Revocation of Yellow Springs CRA Area Designation.** If for any reason the Village revokes its designation of the Yellow Springs CRA Area containing the Property, or the Director of the Ohio Department of Development revokes certification of the Yellow Springs CRA Area containing the Property, the Residential CRA Exemptions granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner materially fails to fulfill its obligations under this Agreement and the Village terminates or modifies the Residential CRA Exemptions granted pursuant to the CRA Ordinance and this Agreement with respect to the Property.

**Section 8. Termination, Suspension, or Modification Upon Default.** If the Owner does not comply with the terms of this Agreement and such noncompliance is documented by the proper Tax Incentive Review Council's recommendation to the Village to terminate, suspend, or modify any of the Residential CRA Exemptions authorized by this Agreement under Ohio Revised Code Section 5709.85, or if the Village determines that the certifications as to delinquent taxes required by this Agreement are fraudulent, the Village may terminate, suspend, or modify the Residential CRA Exemptions granted under this Agreement with respect to the applicable Owner in default. Any such termination, suspension, or modification, as provided in this Section 8, shall have no effect on Residential CRA Exemptions granted under this Agreement with respect to an Owner other than the applicable, defaulting Owner. All Residential CRA Exemptions granted under this Agreement with respect to any Building or any portion of any Building at the Property with respect to an applicable Owner may be rescinded beginning with the tax year for which such

unpaid taxes are charged or such unfilled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section 8, shall have no effect on Residential CRA Exemptions authorized under this Agreement with respect to any Building or any portion of any Building at the Property occupied by the Owner other than such applicable, defaulting Owner. If any Building or any portion of any Building at the Property is owned by more than one Owner, any Residential CRA Exemption rescinded pursuant to this Section 8 may only be rescinded for that portion of any Building or any portion of any Building at the Property owned by such applicable, defaulting Owner (“**Partial Rescission**”). The remaining portion of any Building or any portion of any Building at the Property occupied by any other Owner other than that applicable, defaulting Owner, shall continue to receive any such Residential CRA Exemption granted pursuant to this Agreement. This Partial Rescission may be effectuated pursuant to Ohio Revised Code Section 5713.04, which permits Parcels to be split-listed when only a portion is exempt from real property tax (as may be otherwise approved by the Village and the Greene County Auditor from time to time) or otherwise as may be implemented by the Greene County Auditor. Where an applicable Owner has defaulted under this Agreement, such applicable, defaulting Owner may apply for reinstatement of the Residential CRA Exemption with respect to any Building or any portion of any Building at the Property upon the expiration of the Owner’s right to occupy or regularly use that Building or any portion of any Building at the Property, which such reinstatement shall not be unreasonably denied, delayed, or conditioned by the Village.

The Village may require any defaulting Owner, upon any such termination, suspension, or modification, to reimburse to each taxing authority any already-received benefits of the applicable Residential CRA Exemption as taxes due to each taxing authority. The Village may secure repayment of the amount of such already-received Residential CRA Exemption benefits that are to be repaid by a lien on the Building or portion of the Building subject to the applicable Residential CRA Exemption. Such lien may attach and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. In the event that (A) a mortgage lien is unable to be perfected or enforced against the applicable real property, or (B) the Owner fails to pay any such installment within sixty (60) days after the due date thereof, the Village may either enforce its mortgage lien or may (i) accelerate payment of all of the unpaid installments by giving notice thereof to the Owner, as applicable, and, if not already done in accordance with the terms of this Agreement, direct the Greene County Auditor to strike the Parcel or portion of the Parcel from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code, and (ii) direct the Greene County Auditor to certify, as an additional charge on the property, the amount of the unpaid installments to the Greene County Treasurer as delinquent taxes and the Greene County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

#### **Section 9.     Further Obligations of Owner.**

- (i) The Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by that Tax Incentive Review Council to evaluate the Owner’s compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Tax Incentive Review Council.

- (ii) The Owner shall, and all Buildings associated with the Project shall, comply at all times with all applicable Village planning and zoning codes, as the same may be amended from time to time.
- (iii) Each Owner of any Building or any portion of any Building at the Property subject to a Residential CRA Exemption shall: (i) provide such information, in such content, detail, and format as shall be reasonably determined by the Village, that may be required by the Village to enforce its municipal income tax laws, including the Village's obligations to account for and share income tax revenue with any other entity, (ii) execute, and deliver in favor of the Village an applicable authorization for the release of tax records to the Regional Income Tax Authority in order for the Village to evaluate compliance with this Agreement, and (iii) prior to March 31st of each year for which a Residential CRA Exemption is in effect, cooperate with the Housing Officer or the Housing Officer's designee to file the annual reports required pursuant to Ohio Revised Code Section 3735.672.
- (iv) The Owner acknowledges and agrees that the Residential CRA Exemptions contemplated herein may be subject to the municipal income tax sharing provisions of Ohio Revised Code Section 5709.82, and that in any year such provisions apply with respect to the Residential CRA Exemptions authorized herein, the Owner shall directly pay to the applicable School Districts any obligation of the Village otherwise due under Ohio Revised Code Section 5709.82 from time to time.
- (v) The Owner acknowledges and agrees that it shall pay or has paid (i) the Village's legal costs associated with the preparation of this Agreement and related legislation, notices, certificates, applications, and other documentation with respect to the same within ten (10) days of certification by the Village to the Owner of an invoice and (ii) the annual monitoring fee due pursuant to Section 10 of the CRA Ordinance in the amount of five thousand dollars and zero cents (\$5,000.00) due at the execution of this Agreement and on each anniversary of the execution of this Agreement during the term of the Residential CRA Exemption.
- (vi) The Owner acknowledges and agrees that no less than fifteen percent (15%) of the units to be constructed with respect to the Building subject to the Residential CRA Exemptions shall be considered "Affordable Dwelling Units" (defined pursuant to Section 1284.02 of the Zoning Code of the Village as being a dwelling available to low income households earning eighty percent (80%) or less of area median income defined by the U.S. Department of Housing and Urban Development, for which total housing costs are thirty percent (30%) or less of the household's total monthly gross income; for the avoidance of doubt, (i) the preceding sentence applies to the "Dayton-Kettering, OH MSA," (ii) the Owner, in performing income verification with respect to the Affordable Dwelling Units and



prospective tenants, shall verify that thirty percent (30%) or less of the household's total monthly gross income shall apply at the time the Affordable Dwelling Unit is first leased to the tenant, and (iii) "household" may include all persons earning income and residing within the Affordable Dwelling Unit. Accordingly, the Owner estimates that approximately fifteen (15) units shall meet the requirements of Affordable Dwelling Units under Section 1284.02 of the Zoning Code for the duration of the Residential CRA Exemption applicable to the Building and that the Owner, another third-party entity, or operator of the Project, shall provide to the Village annual reporting in conjunction with Section 9(iii) hereof intended to document the Owner's compliance with this provision, which shall include evidence acceptable to the Village of the total monthly gross income of each tenant or licensee legally residing within each Affordable Dwelling Unit and the total amount of monthly rent charge to such tenant or licensee legally residing within each Affordable Dwelling Unit. For the avoidance of doubt, the Village may request and the Owner shall provide any information reasonable necessary for the Village and the applicable Housing Council and Tax Incentive Review Council to evaluate compliance with this provision and this Agreement pursuant to Section 9(i) hereof.

**Section 10. Transfer or Assignment; Release from Liability.** This Agreement is transferable or assignable provided that the Owner provides at least a fifteen (15) notice, in writing, to the Village of the Owner's intention to transfer or assign this Agreement. Pursuant to the foregoing notification requirement, the Village shall have the right to review and receive notice of any sale, transfer, or assignment of all or any portion of the Property to any person or entity other than the Owner, which is a transferee by sale or other means of transfer of all or any portion of the Property (a "**Third-Party Transferee**" and such transferred property, the "**Transferred Property**"). Provided, that as a condition to the right to receive Residential CRA Exemptions as set forth in this Agreement, each Third-Party Transferee shall execute and deliver to the Village a Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit C**, as may be amended from time to time (the "**Partial Assignment and Assumption Agreement**"). Pursuant to the applicable Partial Assignment and Assumption Agreement, the applicable Third-Party Transferee shall (a) assume all obligations of the Owner under this Agreement with respect to the Transferred Property and (b) certify as to the validity, as to the Third-Party Transferee, of the representations, warranties, and covenants contained herein and in the applicable Partial Assignment and Assumption Agreement as to such Third-Party Transferee. The Village agrees to consider approval of each Partial Assignment and Assumption Agreement properly executed by a Third-Party Transferee and the Village agrees to execute and deliver an original thereof to the Third-Party Transferee if the Village has approved the applicable Partial Assignment and Assumption Agreement. The Owner or the applicable Third-Party Transferee shall pay to the Village's designated legal counsel, Bricker Graydon LLP or other designated legal counsel from time to time, its reasonable fees and expenses for costs incurred with respect to the preparation and authorization of any such Partial Assignment and Assumption Agreement. The payment shall be due within thirty (30) business days after complete execution and delivery by the Village of any such Partial Assignment and Assumption Agreement. Upon execution by the Village of any such Partial Assignment and Assumption Agreement with respect to the Transferred

Property, the Third-Party Transferee shall have all entitlements and rights to the Residential CRA Exemptions and obligations with like effect as if the Third-Party Transferee had been the original Owner and a Party to this Agreement.

**Section 11. Related Member Requirements.** Residential CRA Exemptions from real property taxation authorized under this Agreement shall be revoked with respect to the Property if it is determined that the Owner, any successor to the Owner or any related member (as those terms are defined in Ohio Revised Code Section 3735.671(C) have violated the prohibition against entering into this Agreement under Ohio Revised Code Sections 3735.671(C), 5709.62 or 5709.63 prior to the time prescribed by those sections.

**Section 12. Approval of the Village.** The Village and the Owner acknowledge that this Agreement must be approved by formal action of the Council of the Village as a condition for the Agreement to take effect and that the Council of the Village has approved this Agreement pursuant to the Residential CRA Agreement Approval Ordinance. This Agreement shall take effect upon the expiration of any applicable waiting period with respect to the Residential CRA Agreement Approval Ordinance and the Village's execution of this Agreement thereafter.

**Section 13. Non-Discriminatory Hiring.** The Owner agrees to follow non-discriminatory hiring practices and acknowledges that no individual may be denied employment solely based on race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by generally applicable law.

**Section 14. No False Statements.** The Owner affirmatively represents and agrees it has made no false statements to the State of Ohio or the Village or any other local political subdivisions in the process of obtaining approval of the Residential CRA Exemptions applicable to the Project under this Agreement. If any representative of the Owner has knowingly made a false statement to the State of Ohio or a local political subdivision to obtain the Residential CRA Exemptions contemplated hereunder, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any State of Ohio agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than one thousand dollars (\$1,000) or a term of imprisonment of not more than six (6) months.

**Section 15. Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single, original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed, original instrument.

**Section 16. Severability; Construction; Headings.** If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined

to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two (2) constructions one (1) of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope, or intent of any provisions hereof.

**Section 17. Validity.** The Owner covenants and agrees that they are prohibited from challenging the validity of this Agreement, the Yellow Springs CRA Area, and any Residential CRA Exemptions authorized by the CRA Ordinance and the Residential CRA Agreement Approval Ordinance. In that regard, the Owner waives any defects in any proceedings related to the Yellow Springs CRA Area, this Agreement, and any Residential CRA Exemptions authorized by the CRA Ordinance and the Residential CRA Agreement Approval Ordinance.

**Section 18. Modification.** If, notwithstanding Section 10 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure utilized by the Owner in developing, equipping, and operating the Project, the Owner shall request an amendment to this Agreement. Any modification shall only be effective if in a writing agreed to by the Village, in its reasonable discretion.

**Section 19. Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission, or to any such other addresses as may be specified by any Party, from time to time, by prior written notification, as follows:

|                    |                                                                                                                                       |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| If to the Village: | Village of Yellow Springs<br>100 Dayton Street<br>Yellow Springs, Ohio 45387<br>Attention: Housing Officer                            |
| With a Copy To:    | Amy N. Blankenship, Esq.<br>Bricker Graydon, LLP<br>2 East Mulberry Street<br>Lebanon, Ohio 45036<br>abblankenship@brickergraydon.com |
| If to the Owner:   | Windsor Development, LLC<br>71 Seldom Seen Road<br>Powell, Ohio 43065<br>Attention: Alex Dorsey                                       |

**Section 20. Entire Agreement.** This Agreement constitutes the entire agreement between the Owner and the Village pertaining to the subject matter contained herein and therein and supersedes all other prior or contemporaneous agreements or understandings between the Owner and the Village in connection with the subject matter hereof.

**Section 21. Ohio Revised Code Sections.** All references to provisions of the Ohio Revised Code shall include those provisions as may be amended or supplemented from time to time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

**Section 22. Governing Law and Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the Village and the Owner, and the Owner's employees, contractors, subcontractors, and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Greene County, Ohio.

**Section 23. Effective Date.** Notwithstanding anything to the contrary herein, this Agreement shall take effect upon (i) the expiration of any applicable waiting period with respect to the Residential CRA Agreement Approval Ordinance and the Village's execution of this Agreement and (ii) provided that the Village may not execute this Agreement granting the Residential CRA Exemptions until the Director of the Ohio Department of Development has issued the State CRA Identifier.

[Signature Page Follows]



**WINDSOR DEVELOPMENT, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: Alex Dorsey

Title: Chief Executive Officer

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF DELAWARE        )

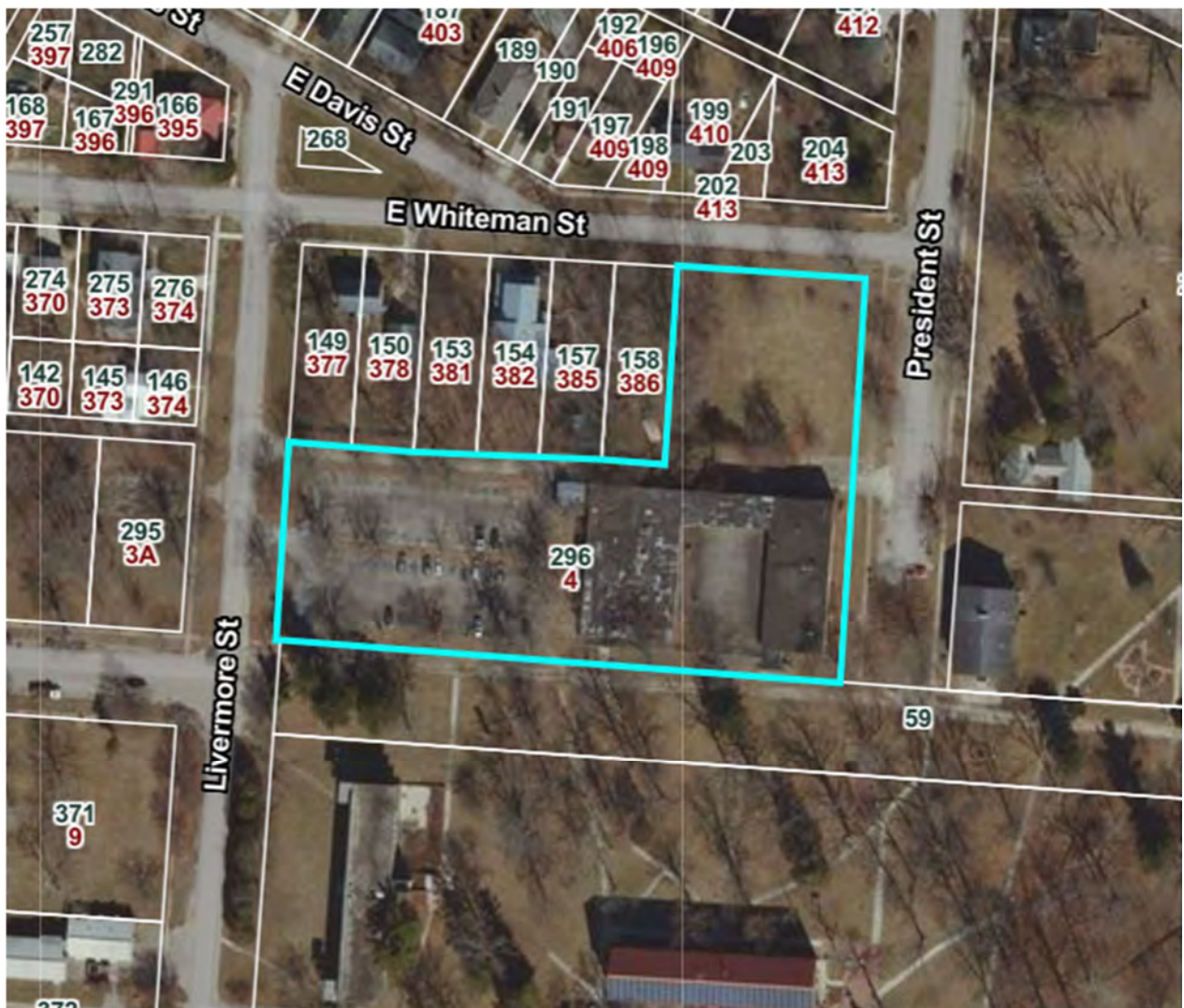
The foregoing instrument was acknowledged before me this [ ] day of [ ], 2025, by Alex Dorsey as Chief Executive Officer of Windsor Development, LLC. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

## DESCRIPTION OF THE PROPERTY

The Property consists of those Parcels identified in the records of the Greene County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Residential CRA Agreement Approval Ordinance. For the avoidance of doubt, the Parcel subject to the Residential CRA Exemptions authorized pursuant to the Residential CRA Agreement Approval Ordinance shall consist of, and the authorizations of this Agreement shall apply to, Greene County Auditor's Permanent Parcel Identification Number: F19-0001-0009-0-0296-00 comprising the Parcels highlighted below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time, as follows:



## EXHIBIT B

### RESIDENTIAL CRA APPLICATION



## The Village of **YELLOW SPRINGS**

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### **VILLAGE OF YELLOW SPRINGS RESIDENTIAL COMMUNITY REINVESTMENT AREA APPLICATION**

Application for **PROPOSED RESIDENTIAL CRA AGREEMENT** (the "Residential CRA Agreement") for Community Reinvestment Area tax incentives between the Village of Yellow Springs located in the County of Greene and Windsor Development, LLC (the "Applicant").

1. a. Name of Applicant, home, or main office address, contact person, e-mail address, and telephone number (attach additional pages if multiple Applicants apply to one or more structures of the Project).

Current Owner:

Windsor Development LLC

Name

71 Seldom Seen Road

Address

Powell, OH 43065

Village, State, Zip Code

Erik Alfieri

Contact Person

erik.alfieri@thewindsorcompanies.com

E-mail Address

614-210-3002

Telephone Number

Future Owner/Developer:

Same as above.



2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale, or retail stores, or other) to be conducted at the Building Site.

Mixed affordability multifamily rental housing.

- b. List primary 6 digit North American Industry Classification System (NAICS) #.  
Business may list other relevant SIC numbers.

531110 (Owning / Operating Multifamily Rental Properties)

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred):

N/A

- d. Form of business of Applicant (corporation, partnership, proprietorship, or other).

Current Owner: Windsor Development LLC

Future Owner/Developer: Same as above.

3. a. Name of principal owner(s) or officers of Applicant.

Current Owner: Alexius Dorsey, Founder & CEO

Future Owner/Developer: Same as above.

- b. Is it presently anticipated that the Applicant will own the Building Site? Describe the proposed ownership structure of the Building Site.

The applicant already owns the site and will be developing the proposed multifamily rental building.

4. a. State the Applicant's current employment level at the proposed Building Site:

The current building located on the site is vacant and blighted. There is no employment currently.

- b. Will the Project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_\_\_ No X

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- 
- d. Will the Project involve the relocation of employment positions or assets from one location within the Village to another location within the Village? Yes \_\_\_\_\_ No X
- e. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
- 

- f. State the Applicant's current employment level in Ohio and within the Village of Yellow Springs, if applicable:

Current Owner: Windsor currently employs around 40 team members at the corporate level and hundreds more within its construction company.

Future Owner/Developer: Owner is same as above.

- g. If applicable, state the Applicant's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

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- h. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

---

5. Does the Applicant owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_\_\_ No X
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  
Yes \_\_\_\_\_ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes \_\_\_\_\_ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project general description:

Windsor intends to construct 96 multifamily rental units across two three-story walkup buildings. The site will also include green space and parking. The units will be comprised of mixed-affordability 1BR and 2BR units.

7. Project will begin, March 16, 2026 and be completed August 15 2027 provided tax incentives are provided. These are reflective of latest estimates based on information available today.

8. a. Estimate the number of new employees the Applicant will cause to be created with respect to the Project on the Building Site:

The project is anticipated to create 165 construction jobs and 12 operational jobs after the asset is placed into service.

b. State the time frame of this projected hiring: Construction jobs in early-2026, operational jobs in early 2

c. State proposed schedule for hiring:

See above.

9. Estimate the amount of annual payroll such new employees (including for construction) will add \$ 14.3 million in construction payroll. Approximately \$650k in annual payroll for operations.

10. An estimate of the amount to be invested by the Applicant to establish, expand, renovate, or occupy a Project:

|                                      |                        |
|--------------------------------------|------------------------|
| A. Acquisition of Building Site:     | \$ <u>\$500,000</u>    |
| B. New Construction:                 | \$ <u>\$18,200,000</u> |
| C. Remodeling of Existing Buildings: | \$ _____               |
| D. Machinery & Equipment:            | \$ _____               |
| E. Furniture & Fixtures:             | \$ _____               |
| F. Inventory:                        | \$ _____               |

**Total New Project Investment:** \$ \$18,700,000

11. a. Applicant requests the following tax incentives:

Per discussions with the Village of Yellow Springs over the course of 2025, the agreed to Tax Abatement structure was:

a 15-year, 75% property tax abatement in exchange for setting aside 15 units to be affordable (defined as housing for households earning 80% or less of AMI).

- b. Applicant's reasons for requesting tax incentives (be as quantitatively specific as possible):

As discussed extensively with Village Council, the Tax Abatement is enormously important for the financeability

of the project. In order to secure construction financing, enough cash flow must be generated to satisfy debt service coverage ratios.

12. a. List all parcels for the Project. If the Building Site is to be re-platted to identify future parcels, provide an appropriate legal description.

F19-0001-0009-0-0296-00. For legal description, please see attached survey and legal description.

Attach a Building Site (boundary) map.

[Signature Pages Follow]



### ACKNOWLEDGEMENTS

Submission of this application expressly authorizes the Village of Yellow Springs to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the Applicant may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdiction considering the request.

Additionally, the Applicant acknowledges that it shall be required to submit an Authorization for Release of Tax Records, or other authorization satisfactory to the Village, to permit the Village to evaluate compliance with the proposed Residential CRA Agreement resulting from this application and shall cooperate with the Village to evaluate the same.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the Ohio Revised Code Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than one thousand dollars (\$1,000.00) and a term of imprisonment of not more than six (6) months.

**THE APPLICANT ACKNOWLEDGES THE ANNUAL MONITORING FEE OTHERWISE DUE UPON THE EXECUTION OF THE RESIDENTIAL CRA AGREEMENT IN THE AMOUNT OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) AND ON EACH ANNIVERSARY OF THE DATE OF THE EXECUTION OF THE RESIDENTIAL CRA AGREEMENT DURING THE TERM OF THE RESIDENTIAL CRA EXEMPTION.**

Windsor Development LLC

\_\_\_\_\_  
Name of Applicant

12/2/2025

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Erik Alfieri

\_\_\_\_\_  
Typed Name and Title

\*A copy of this proposal must be forwarded by the Village to the affected Board of Education along with notice of the meeting date on which the Village Council intends to consider formal approval of the Residential CRA Agreement. The Village intends to provide such courtesy notice prior to the date on which the Village Council intends to consider formal approval of the Residential CRA Agreement to permit the Board of Education to provide comment on the instrument.

## **EXHIBIT C**

### **FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

#### **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Agreement**”) is made and entered into as of [\_\_\_\_\_] [\_\_\_\_], [\_\_\_\_\_] (the “**Effective Date**”) by and among the Village of Yellow Springs, Ohio (the “**Village**”), a political subdivision of the State of Ohio, through the Council of the Village (the “**Council**”); [\_\_\_\_\_] a [\_\_\_\_\_] together with its permitted successors and assigns (the “**Owner**”), and [\_\_\_\_\_] a [\_\_\_\_\_] (the “**Successor**” and together with the Village and the Owner the “**Parties**”). Except as otherwise provided, capitalized terms used herein shall have the same meanings as in the Residential CRA Agreement (as defined herein) between the Village and Windsor Development, LLC an Ohio limited liability company, together with its permitted successors and assign (the “**Owner**”), made effective [\_\_\_\_\_] [\_\_\_\_], 2025, as may be amended from time to time (the “**Residential CRA Agreement**”), a copy of which is attached hereto as **Exhibit A**.

#### **WITNESSETH:**

**WHEREAS**, The Council passed the CRA Ordinance designating certain real property within the Village as the Yellow Springs CRA Area and declaring the remodeling and new construction of Multi-Family Facilities and the remodeling and new construction of commercial and industrial facilities within the Yellow Springs CRA Area to be a public purpose for which the Village may grant exemptions from real property taxation pursuant to the CRA Act; and

**WHEREAS**, The Village and the Owner entered into the Residential CRA Agreement, as approved by the Council pursuant to the Residential CRA Agreement Approval Ordinance, all to provide appropriate development incentives to support the economic viability of the Project; and

**WHEREAS**, By virtue of that certain [\_\_\_\_\_] dated as of [\_\_\_\_\_] [\_\_\_\_], [\_\_\_\_\_] and known by Instrument No. [\_\_\_\_\_] in the records of the Greene County Recorder (the “**Transfer Instrument**”), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, the Successor has succeeded on [\_\_\_\_\_] [\_\_\_\_], [\_\_\_\_\_] (the “**Transfer Date**”) to the interest of the Owner in the Transferred Property, which such Transferred Property acquired by the Successor is identified by the Transfer Instrument; and

**WHEREAS**, Pursuant to the Residential CRA Agreement, the Village retained the right to consider the approval of the transfer or assignment of the Residential CRA

Agreement and the benefits and obligations thereof, which such approval shall not be unreasonably withheld or delayed, to any Third-Party Transferee of all or any portion of any Transferred Property Parcel; provided, however, that each Third-Party Transferee execute and deliver this Agreement to the Village.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, including the covenants contained in the Residential CRA Agreement, and the benefits to be derived by the Parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

**Section 1. Assignment and Assumption.** From and after the Transfer Date, the Owner hereby assigns (a) all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, and (b) all of the benefits of the Residential CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties, and covenants made by or required of the Owner that are contained in the Residential CRA Agreement.

**Section 2. Village Acknowledgement.** The Village acknowledges through the Transfer Date that the Residential CRA Agreement is in full force and effect and confirms that the Owner has complied with the terms of the Residential CRA Agreement with regard to the Transferred Property and releases the Owner from any liability accruing after the Transfer Date with regard only to the Transferred Property.

**Section 3. Successor Certification.** The Successor further certifies that, as required by Ohio Revised Code Section 3735.671(C), (i) the Successor is not a party to a prior agreement granting an exemption from taxation with respect to a structure or any portion of any structure in the State of Ohio, at which such structure or portion of any structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “**related member**” have the meaning as prescribed in Ohio Revised Code Section 3735.671(C).

**Section 4. Entitlement of Successor.** The Village agrees that, as to the Transferred Property, the Successor has and shall have all entitlements and rights to the Residential CRA Exemption, and obligations with like effect as if the Successor had been an original Owner to the Residential CRA Agreement.

**Section 5.     Certification as to No Delinquent Taxes.** The Successor hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof and it has disclosed such undertaking to the Village prior to the execution of this Agreement, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the applicable chapter of the Ohio Revised Code governing payment of those taxes.

**Section 6.     Notices.** Notices to the Successor with respect to the Residential CRA Agreement shall be given as stated in Section 19 of the Residential CRA Agreement, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Section 7.     Ohio Revised Code Sections.** All references to provisions of the Ohio Revised Code shall include those provisions as may be amended or supplemented from time to time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

[Signature Pages Follow]



**IN WITNESS WHEREOF**, the Parties have caused this Partial Assignment and Assumption Agreement to be duly signed as of the Effective Date set forth above.

# VILLAGE OF YELLOW SPRINGS, OHIO

By: \_\_\_\_\_  
Village Manager

**APPROVED AS TO FORM  
AND CORRECTNESS:**

Law Director

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 2025, by Johnnie Burns, Village Manager of the Village of Yellow Springs, Ohio, a municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

**OWNER**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF [\_\_\_\_\_] )

) SS:

COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_\_], by [\_\_\_\_\_] the [\_\_\_\_\_] of [\_\_\_\_\_] a [\_\_\_\_\_] on behalf of [\_\_\_\_\_]. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

**SUCCESSOR**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF [\_\_\_\_\_] )

) SS:

COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_\_], by [\_\_\_\_\_] the [\_\_\_\_\_] of [\_\_\_\_\_] a [\_\_\_\_\_] on behalf of [\_\_\_\_\_]. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

### **ACKNOWLEDGMENT OF OWNER**

The Owner (as further defined in the Residential CRA Agreement) hereby confirms its obligations under the Residential CRA Agreement and hereby agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property).

#### **OWNER**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

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

**EXHIBIT A**  
**TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Copy of Residential CRA Agreement**

[See Attached]

**EXHIBIT B**  
**TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Copy of Transfer Instrument**

[See Attached]



**Bricker Graydon LLP**  
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513.870.6700 Office  
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**Amy Blankenship**  
Of Counsel  
513 870 6579 Direct Phone  
ablankenship@brickergraydon.com

To: Village Council

From: Amy Blankenship, Village Solicitor  
Tyler Bridge, Public Finance Attorney

Re: Community Reinvestment Area Agreements with Windsor Companies

Date: December 15, 2025

---

There are two resolutions in the packet for Council's consideration. One approves a Community Reinvestment Area ("CRA") agreement with Windsor Companies for a 15 year, 75% tax abatement for the redevelopment of the Antioch Student Union site. The other approves a CRA agreement with Windsor Companies for a 15 year, 75% tax abatement for the renovation of the Antioch Kettering Building. CRA is a real property tax reduction tool. CRA exempts increases in value that occur due to new construction or remodeling of structures from real property taxation. Taxes are still collected on the land, but the structure is exempted.

#### **Information Regarding Requested Abatements:**

These are not 100% abatements; they are 75% abatements. So, 25% of the real property taxes due on the entire Project will continue to be paid to the appropriate taxing jurisdictions notwithstanding the CRA. The Village will still get 25% of what it would have gotten, as will the school district, and the Township. When the CRA falls off in year 16, ALL taxing jurisdictions will get everything they would have gotten but for the CRA (i.e., transforming an unproductive asset into a productive asset) [UNLESS Village authorizes a TIF later].

No income tax levies are impacted at all. The Village, School Districts, etc. will continue to receive all of those benefits. No real property taxes impacted regarding land value [UNLESS Village authorizes a TIF later]. In accordance with the Village's previously approved CRA Ordinance, both agreements require 15% of units be "affordable" in accordance with the Village Zoning Code definition.

#### **Timeline of Process**

On August 20, 2025, Council held a work session to discuss economic development incentives available for use by the Village, including CRA. CRA exempts increases in value that occur due to new construction or remodeling of structures from real property taxation for a period of up to, and including, fifteen (15) years and up to a percentage rate of, and including, one hundred percent (100%).



At their September 2, 2025, meeting, Council authorized staff to undertake a Housing Survey, which is the first step required by Ohio law to create a CRA.

On October 20, 2025, Council held another work session to review draft CRA Enabling Legislation. The draft included the Housing Survey as an Exhibit, and was presented for Council's consideration and discussion.

On November 17, 2025, Council approved CRA enabling legislation establishing a Village-wide CRA to allow for abatements of multi-family, commercial and industrial developments in the Village. The enabling legislation requires every CRA Agreement proposed with a developer to be approved by Council: this enables the Village to contractually enforce parameters such as affordable housing requirements, which are provided through the CRA exemption.

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-69**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A  
RESIDENTIAL COMMUNITY REINVESTMENT AREA  
AGREEMENT FOR REAL PROPERTY LOCATED WITHIN THE  
VILLAGE OF YELLOW SPRINGS COMMUNITY  
REINVESTMENT AREA; AND AUTHORIZING AND  
APPROVING RELATED MATTERS**

WHEREAS, the Village of Yellow Springs, Ohio (the “*Village*”), seeks to encourage multi-family residential developments and has designated the entirety of the Village as a community reinvestment areas (“*CRA*”); and

WHEREAS, on November 17, 2025, the Council of the Village (the “*Council*”) passed Ordinance No. 2025-26 (the “*CRA Ordinance*”), designating the entirety of the Village as the Yellow Springs Community Reinvestment Area (the “*Yellow Springs CRA Area*”) and declared the remodeling of multi-family structures as well as the new construction of multi-family structures within the Yellow Springs CRA Area to be a public purpose for which the Village may grant certain exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “*CRA Act*”) in effect at the time of passage of the CRA Ordinance; and

WHEREAS, the Ohio Department of Development determined that the Yellow Springs CRA Area contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the Yellow Springs CRA Area as CRA No. 057-86940-408; and

WHEREAS, Antioch College Corporation as the current fee title holder to the Property (as described more particularly in Exhibit A attached to and incorporated into this Agreement, the “*Property*” with each parcel comprising the Property being a “*Parcel*”) has executed a Purchase Option Agreement with The Windsor Companies LTD, an Ohio limited liability company, (together with its affiliates and permitted successors and assigns, known herein as “*Owner*”) for the Owner to purchase the Property under certain conditions; and

WHEREAS, Prior to taking fee title, the Owner submitted to the Village a proposed Residential CRA Application dated December 2, 2025 (the “*Residential CRA Application*”), attached to, and incorporated into, this Agreement as Exhibit B; and

WHEREAS, pursuant to the Residential CRA Application, the Owner plans to remodel existing structures to provide for the completion of a multi-family residential development project at the Property consisting of a multi-story mixed affordability multifamily rental housing consisting of approximately forty-three (43) units and together with improvements and appurtenances related thereto (the “*Project*”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Housing Officer (as defined by the CRA Ordinance), or the Housing Officer’s designee, verified the facts asserted in the Residential CRA Application, determined that the Owner is qualified to receive a Residential CRA Exemption (as defined herein), and recommends that this Council approve the Residential CRA Agreement (as defined herein) in order to provide a Residential CRA Exemption (as defined herein) for the Project with respect to any structure or any portion of any structure to be used for residential activities at the Property, all pursuant to the terms of the CRA Act, the CRA Ordinance, and the Residential CRA Agreement (as defined herein); and



WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and the CRA Ordinance, the Village and the Owner desire to enter into an agreement (the “*Residential CRA Agreement*”) setting forth the terms and conditions of the Residential CRA Exemption (as defined herein) with respect to the Owner and the Property, a form of which such Residential CRA Agreement is attached to and incorporated into this Resolution as Exhibit B; and

WHEREAS, the Property is located within the Yellow Springs Exempted Village School District and the Greene County Career Center (the “*School Districts*”) and the Village has provided a notice, including a copy of the Residential CRA Agreement, to the Boards of Education of the School Districts;

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO  
HEREBY RESOLVES THAT:**

SECTION 1. Qualification for Residential CRA Exemption. This Council hereby determines that the Owner is qualified to receive a Residential CRA Exemption (as defined herein) with respect to the Property, all pursuant to the CRA Act and the CRA Ordinance.

SECTION 2. Residential CRA Exemption. This Council hereby approves the Residential CRA Agreement attached to this Resolution substantially in the form of Exhibit B, which such Residential CRA Agreement shall generally take the form identified by the Village as providing a real property tax exemption for the structure or structures to be used for Residential activities comprising the Property identified in the Residential CRA Agreement due to the completion of the Project for a period of fifteen (15) years and in an amount equal to seventy five percent (75%) of the increase in the assessed value of the structure or structures to be used for Residential or industrial activities as a result of the completion of the Project.

SECTION 3. Authority to Execute Residential CRA Agreement. The Village Manager is hereby authorized to execute, deliver, and perform the Residential CRA Agreement, substantially in the form attached to this Resolution as Exhibit B, together with such changes as are consistent with this Resolution and not materially adverse to the Village, both of which shall be conclusively evidenced by the signature of the Manager upon the Residential CRA Agreement.

SECTION 4. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

\_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL**

Kevin Stokes \_\_\_\_\_ Brian Housh \_\_\_\_\_ Trish Gustafson \_\_\_\_\_

Carmen Brown \_\_\_\_\_ Gavin DeVore Leonard \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PROPERTY  
**DESCRIPTION OF THE PROPERTY**

The Property consists of those Parcels identified in the records of the Greene County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Residential CRA Agreement Approval Ordinance. For the avoidance of doubt, the Parcel subject to the Residential CRA Exemptions authorized pursuant to the Residential CRA Agreement Approval Ordinance shall consist of, and the authorizations of this Agreement shall apply to, Greene County Auditor's Permanent Parcel Identification Numbers, as the Parcels highlighted below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time, as follows:

F19-0001-000-8-00-37800  
F19-0001-000-8-00-37700  
F19-0001-000-8-00-37600  
F19-0001-000-8-00-37900  
F19-0001-000-8-00-21400  
F19-0001-000-8-00-21500  
F19-0001-000-8-00-21600  
F19-0001-000-8-00-21700  
F19-0001-000-8-00-17800  
F19-0001-000-8-00-17900  
F19-0001-000-8-00-18000

[Mapping to Be Included]

Kettering Building CRA Abatement Parcels

**Kettering Building CRA Abatement Parcels**

Antioch College North Hall  
Antioch College  
WWSO Public Radio  
Kettering Building  
Vernay Global R&D Center  
WWSO Public Radio  
Antioch Tennis Courts  
Antioch College  
Grant College St  
South College St  
Marshall St  
600 ft

Google Earth  
made © 2025 Maxar Technologies

Google Earth  
Image © 2025 Maxar Technologies

600 ft. **Delicious & Updated Farmhouse in Yellow**

## EXHIBIT B

### **RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT**

This **RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT** (the “**Agreement**”) is made and entered into as of this [\_\_\_\_\_] day of [\_\_\_\_], 2025 (the “**Effective Date**”) by and among the **VILLAGE OF YELLOW SPRINGS, OHIO**, an Ohio municipal corporation organized and existing under the Constitution of the State of Ohio and the laws of the State of Ohio with its principal offices at 100 Dayton Street, Yellow Springs, Ohio 45387 (the “**Village**”) and **WINDSOR DEVELOPMENT, LLC**, an Ohio limited liability company, together with its permitted successors and assigns (the “**Owner**”), together the Village and the Owner are collectively referred to herein as the Parties (the “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, The Village has encouraged the development of real property in a designated community reinvestment area within the Village (“**CRAs**,” or singularly, a “**CRA**”); and

**WHEREAS**, On November 17, 2025, the Yellow Springs Village Council (the “**Council**”) passed Ordinance No. 2025-26 (the “**CRA Ordinance**”), designating certain real property within the Village as the Yellow Springs Community Reinvestment Area (the “**Yellow Springs CRA Area**”) and declared the remodeling and new construction of Multi-Family Facilities (as defined pursuant to the CRA Ordinance) and the remodeling and new construction of commercial and industrial property within the Yellow Springs CRA Area to be a public purpose for which the Village may authorize certain exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “**CRA Act**”) in effect at the time of passage of the CRA Ordinance; and

**WHEREAS**, The Ohio Department of Development determined that the Yellow Springs CRA Area contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the Yellow Springs CRA Area as CRA Area No. 057-86940-408 (the “**State CRA Identifier**”); and

**WHEREAS**, Antioch College Corporation was the current fee title holder to the Property (as described more particularly in **Exhibit A** attached to and incorporated into this Agreement, the “**Property**” with each parcel comprising the Property being a “**Parcel**”) and has executed a Purchase Option Agreement with the Owner for the Owner to purchase the Property under certain conditions; and

**WHEREAS**, Prior to taking fee title, the Owner submitted to the Village a proposed Residential CRA Application dated December 2, 2025 (the “**Residential CRA Application**”), attached to, and incorporated into, this Agreement as **Exhibit B**; and

**WHEREAS**, Pursuant to the Residential CRA Application, the Owner intends to remodel existing structures to provide for the completion of a multi-family residential development project at the Property consisting of a multi-story mixed affordability multifamily rental housing facility consisting of approximately forty-three (43) units and together with improvements and

appurtenances related thereto (the “**Project**”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, The Housing Officer (as defined by the CRA Ordinance), or the Housing Officer’s designee, verified the facts asserted in the Residential CRA Application, determined that the Owner is qualified to receive a Residential CRA Exemption (as defined herein), and recommended that the Council approve this Agreement in order to provide one or more Residential CRA Exemptions (as defined herein) for the Project with respect to any structure or any portion of any structure to be used for residential “Multi-Family Facilities” at the Property (with each separately identifiable structure with respect to the Project and applicable appurtenances thereto being known as a “**Building**”), all pursuant to the terms of the CRA Act, the CRA Ordinance, and this Agreement; and

**WHEREAS**, The Property is located within the Yellow Springs Exempted Village School District and the Greene County Educational Service Center (together, the “**School Districts**”) and the Village has, in accordance with Ohio Revised Code Sections 3735.671(A)(2) and 5709.83, provided a notice, including a copy of this Agreement, to the Boards of Education of the School Districts prior to the date on which the Council formally considered the approval of the Residential CRA Agreement Approval Ordinance (as defined herein), which such notice is also a notice provided more than fourteen (14) days in advance of the date on which the Housing Officer shall forward the Residential CRA Application to the Greene County Auditor pursuant to the terms of the CRA Ordinance; and

**WHEREAS**, Pursuant to Ordinance No. 2025-69 passed by the Council on December 15, 2025, as may be amended from time to time (the “**Residential CRA Agreement Approval Ordinance**”), the Council formally approved this Agreement and authorized the Residential CRA Exemptions (as defined herein) with respect to each of the remodeled Buildings at the Property as a result of the Project; and

**WHEREAS**, Subsequent to the passage of the Residential CRA Agreement Approval Ordinance, the Owner took title to the Property pursuant to the Purchase Option Agreement executed between Antioch College Corporation and the Owner.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Village and the Owner from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

**Section 1. Project.** The cost of the investments to be made in connection with the Project by the Owner are estimated to cumulatively exceed (\$5,000,000.00) (exclusive of any amounts for the acquisition of machinery and equipment, furniture and fixtures and inventory) commencing in March of 2026 with an expected completion date of August of 2027. The Parties agree and acknowledge that the estimates provided in this Section 1 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any Residential CRA Exemptions (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease and that costs do not necessarily equal otherwise taxable value.

**Section 2. Project Schedule.** The Owner has zero (0) employees at the Property. The Owner currently estimates that the Project will result in approximately twelve (12) full-time equivalent employment opportunities with hiring estimated to occur over a eight (8) month period beginning in January of 2027 and ending in August of 2027. The Owner currently estimates that the employment of full-time equivalent employees and temporary full-time equivalent employees at the Property will result in approximately (\$650,000.00) of total payroll for full-time equivalents beginning in January of 2027. Currently, the Owner has zero (0) employees at the Property; therefore, no employment opportunities will be retained by the Owner in connection with the Project. The Parties agree and acknowledge that the estimates provided in this Section 2 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any Residential CRA Exemption (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease and that the Owner presently anticipates that all employees at the Property as a result of the Project will be hired by the Owner, future Third-Party Transferees (as further defined herein), or other third-party operators.

**Section 3. Residential CRA Exemption.** Pursuant to the CRA Act, the CRA Ordinance, and the Residential CRA Agreement Approval Ordinance, and subject to the terms and conditions of this Agreement, the Council has authorized a real property tax exemption with respect to the Project for a period of fifteen (15) years in an amount equal to seventy-five percent (75%) of the increase in the assessed value attributable to the remodeled Buildings or portions of Buildings to be used for residential “Multi-Family Facilities” comprising the Property (the “**Residential CRA Exemption**”). The Housing Officer (as defined pursuant to the CRA Ordinance), or the Housing Officer’s designee, shall, upon completion of the Project as evidenced by the issuance of one or more certificates of occupancy issued by the Village with respect to the Building or portion of any Building for which a Residential CRA Exemption is sought, forward to the Greene County Auditor (i) a copy of the Owner’s Residential CRA Application and (ii) a certification of the eligibility of such remodeling attributable to the Buildings or portions of Buildings at the Property to be placed on the tax list and duplicate by the Greene County Auditor as exempt property as required by Ohio Revised Code Section 3735.67(C).

For each separately identifiable Building or portion of any Building used residential “Multi-Family Facilities”, the applicable Residential CRA Exemption shall first apply, except as provided by Ohio Revised Code Section 3735.67(F), for the tax year in which the construction or remodeling would first be taxable but for the Residential CRA Exemption, all pursuant to Ohio Revised Code Section 3735.67(D) and the CRA Ordinance. For purposes of clarity, however, no Residential CRA Exemption shall commence after tax year 2028 for taxes payable in calendar year 2029 (i.e., tax lien date January 1, 2028) nor extend beyond tax year 2042 for taxes payable in calendar year 2043 (i.e., tax lien date January 1, 2042).

**Section 4. Payment of Non-Exempt Taxes.** For purposes of this Section 4, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges with respect to the Property, validly levied or assessed against a Parcel or any portion of any Parcel (including as may be levied against any Building or portion of any Building from time to time) at the Property. The Owner shall pay such taxes as are not exempted under this Agreement and charged against such Owner’s Property (including Buildings

if applicable) and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected for a period of more than twelve (12) months, the Owner must provide evidence to the Housing Officer that the Greene County Treasurer has approved a payment arrangement with respect to such delinquent taxes and other charges. If such taxes remain delinquent for a period of more than twelve (12) months and the Owner cannot provide evidence of a payment arrangement with the Greene County Treasurer or the Owner defaults in making payments under a payment arrangement with the Greene County Treasurer, the Housing Officer may rescind all Residential CRA Exemptions authorized under this Agreement with respect to that applicable Owner beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section 4, shall have no effect on Residential CRA Exemptions authorized under this Agreement with respect to any other Owner other than that applicable, defaulting Owner.

**Section 5. Certification as to No Delinquent Taxes.** The Owner hereby certifies that at the time this Agreement is executed, the Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Owner is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

**Section 6. Cooperation of the Village.** The Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Residential CRA Exemptions granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Residential CRA Exemptions.

**Section 7. Revocation of Yellow Springs CRA Area Designation.** If for any reason the Village revokes its designation of the Yellow Springs CRA Area containing the Property, or the Director of the Ohio Department of Development revokes certification of the Yellow Springs CRA Area containing the Property, the Residential CRA Exemptions granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner materially fails to fulfill its obligations under this Agreement and the Village terminates or modifies the Residential CRA Exemptions granted pursuant to the CRA Ordinance and this Agreement with respect to the Property.

**Section 8. Termination, Suspension, or Modification Upon Default.** If the Owner does not comply with the terms of this Agreement and such noncompliance is documented by the proper Tax Incentive Review Council's recommendation to the Village to terminate, suspend, or modify any of the Residential CRA Exemptions authorized by this Agreement under Ohio Revised Code Section 5709.85, or if the Village determines that the certifications as to delinquent taxes required by this Agreement are fraudulent, the Village may terminate, suspend, or modify the

Residential CRA Exemptions granted under this Agreement with respect to the applicable Owner in default. Any such termination, suspension, or modification, as provided in this Section 8, shall have no effect on Residential CRA Exemptions granted under this Agreement with respect to an Owner other than the applicable, defaulting Owner. All Residential CRA Exemptions granted under this Agreement with respect to any Building or any portion of any Building at the Property with respect to an applicable Owner may be rescinded beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section 8, shall have no effect on Residential CRA Exemptions authorized under this Agreement with respect to any Building or any portion of any Building at the Property occupied by the Owner other than such applicable, defaulting Owner. If any Building or any portion of any Building at the Property is owned by more than one Owner, any Residential CRA Exemption rescinded pursuant to this Section 8 may only be rescinded for that portion of any Building or any portion of any Building at the Property owned by such applicable, defaulting Owner (“**Partial Rescission**”). The remaining portion of any Building or any portion of any Building at the Property occupied by any other Owner other than that applicable, defaulting Owner, shall continue to receive any such Residential CRA Exemption granted pursuant to this Agreement. This Partial Rescission may be effectuated pursuant to Ohio Revised Code Section 5713.04, which permits Parcels to be split-listed when only a portion is exempt from real property tax (as may be otherwise approved by the Village and the Greene County Auditor from time to time) or otherwise as may be implemented by the Greene County Auditor. Where an applicable Owner has defaulted under this Agreement, such applicable, defaulting Owner may apply for reinstatement of the Residential CRA Exemption with respect to any Building or any portion of any Building at the Property upon the expiration of the Owner’s right to occupy or regularly use that Building or any portion of any Building at the Property, which such reinstatement shall not be unreasonably denied, delayed, or conditioned by the Village.

The Village may require any defaulting Owner, upon any such termination, suspension, or modification, to reimburse to each taxing authority any already-received benefits of the applicable Residential CRA Exemption as taxes due to each taxing authority. The Village may secure repayment of the amount of such already-received Residential CRA Exemption benefits that are to be repaid by a lien on the Building or portion of the Building subject to the applicable Residential CRA Exemption. Such lien may attach and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. In the event that (A) a mortgage lien is unable to be perfected or enforced against the applicable real property, or (B) the Owner fails to pay any such installment within sixty (60) days after the due date thereof, the Village may either enforce its mortgage lien or may (i) accelerate payment of all of the unpaid installments by giving notice thereof to the Owner, as applicable, and, if not already done in accordance with the terms of this Agreement, direct the Greene County Auditor to strike the Parcel or portion of the Parcel from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code, and (ii) direct the Greene County Auditor to certify, as an additional charge on the property, the amount of the unpaid installments to the Greene County Treasurer as delinquent taxes and the Greene County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

## **Section 9.     Further Obligations of Owner.**



- (i) The Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by that Tax Incentive Review Council to evaluate the Owner's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Tax Incentive Review Council.
- (ii) The Owner shall, and all Buildings associated with the Project shall, comply at all times with all applicable Village planning and zoning codes, as the same may be amended from time to time.
- (iii) Each Owner of any Building or any portion of any Building at the Property subject to a Residential CRA Exemption shall: (i) provide such information, in such content, detail, and format as shall be reasonably determined by the Village, that may be required by the Village to enforce its municipal income tax laws, including the Village's obligations to account for and share income tax revenue with any other entity, (ii) execute, and deliver in favor of the Village an applicable authorization for the release of tax records to the Regional Income Tax Authority in order for the Village to evaluate compliance with this Agreement, and (iii) prior to March 31st of each year for which a Residential CRA Exemption is in effect, cooperate with the Housing Officer or the Housing Officer's designee to file the annual reports required pursuant to Ohio Revised Code Section 3735.672.
- (iv) The Owner acknowledges and agrees that the Residential CRA Exemptions contemplated herein may be subject to the municipal income tax sharing provisions of Ohio Revised Code Section 5709.82, and that in any year such provisions apply with respect to the Residential CRA Exemptions authorized herein, the Owner shall directly pay to the applicable School Districts any obligation of the Village otherwise due under Ohio Revised Code Section 5709.82 from time to time.
- (v) The Owner acknowledges and agrees that it shall pay or has paid (i) the Village's legal costs associated with the preparation of this Agreement and related legislation, notices, certificates, applications, and other documentation with respect to the same within ten (10) days of certification by the Village to the Owner of an invoice and (ii) the annual monitoring fee due pursuant to Section 10 of the CRA Ordinance in the amount of five thousand dollars and zero cents (\$5,000.00) due at the execution of this Agreement and on each anniversary of the execution of this Agreement during the term of the Residential CRA Exemption.
- (vi) The Owner acknowledges and agrees that no less than fifteen percent (15%) of the units to be constructed with respect to the Building subject to the Residential CRA Exemptions shall be considered "Affordable Dwelling Units" (defined pursuant to Section 1284.02 of the Zoning Code of the Village as being a dwelling available to low income households earning eighty percent (80%) or less of area median income defined by the U.S. Department of Housing and Urban Development, for which total housing costs are thirty percent (30%) or less of the household's total monthly gross income; for the avoidance of doubt, (i) the preceding sentence applies to the "Dayton-Kettering, OH MSA," (ii) the Owner, in performing income verification with respect to the

Affordable Dwelling Units and prospective tenants, shall verify that thirty percent (30%) or less of the household's total monthly gross income shall apply at the time the Affordable Dwelling Unit is first leased to the tenant, and (iii) "household" may include all persons earning income and residing within the Affordable Dwelling Unit). Accordingly, the Owner estimates that approximately seven (7) units shall meet the requirements of Affordable Dwelling Units under Section 1284.02 of the Zoning Code for the duration of the Residential CRA Exemption applicable to the Building and that the Owner, another third-party entity, or operator of the Project, shall provide to the Village annual reporting in conjunction with Section 9(iii) hereof intended to document the Owner's compliance with this provision, which shall include evidence acceptable to the Village of the total monthly gross income of each tenant or licensee legally residing within each Affordable Dwelling Unit and the total amount of monthly rent charge to such tenant or licensee legally residing within each Affordable Dwelling Unit. For the avoidance of doubt, the Village may request and the Owner shall provide any information reasonable necessary for the Village and the applicable Housing Council and Tax Incentive Review Council to evaluate compliance with this provision and this Agreement pursuant to Section 9(i) hereof.

**Section 10. Transfer or Assignment; Release from Liability.** This Agreement is transferable or assignable provided that the Owner provides at least a fifteen (15) notice, in writing, to the Village of the Owner's intention to transfer or assign this Agreement. Pursuant to the foregoing notification requirement, the Village shall have the right to review and receive notice of any sale, transfer, or assignment of all or any portion of the Property to any person or entity other than the Owner, which is a transferee by sale or other means of transfer of all or any portion of the Property (a "**Third-Party Transferee**" and such transferred property, the "**Transferred Property**"). Provided, that as a condition to the right to receive Residential CRA Exemptions as set forth in this Agreement, each Third-Party Transferee shall execute and deliver to the Village a Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit C**, as may be amended from time to time (the "**Partial Assignment and Assumption Agreement**"). Pursuant to the applicable Partial Assignment and Assumption Agreement, the applicable Third-Party Transferee shall (a) assume all obligations of the Owner under this Agreement with respect to the Transferred Property and (b) certify as to the validity, as to the Third-Party Transferee, of the representations, warranties, and covenants contained herein and in the applicable Partial Assignment and Assumption Agreement as to such Third-Party Transferee. The Village agrees to consider approval of each Partial Assignment and Assumption Agreement properly executed by a Third-Party Transferee and the Village agrees to execute and deliver an original thereof to the Third-Party Transferee if the Village has approved the applicable Partial Assignment and Assumption Agreement. The Owner or the applicable Third-Party Transferee shall pay to the Village's designated legal counsel, Bricker Graydon LLP or other designated legal counsel from time to time, its reasonable fees and expenses for costs incurred with respect to the preparation and authorization of any such Partial Assignment and Assumption Agreement. The payment shall be due within thirty (30) business days after complete execution and delivery by the Village of any such Partial Assignment and Assumption Agreement. Upon execution by the Village of any such Partial Assignment and Assumption Agreement with respect to the Transferred Property, the Third-Party Transferee shall have all entitlements and rights to the Residential CRA

Exemptions and obligations with like effect as if the Third-Party Transferee had been the original Owner and a Party to this Agreement.

**Section 11. Related Member Requirements.** Residential CRA Exemptions from real property taxation authorized under this Agreement shall be revoked with respect to the Property if it is determined that the Owner, any successor to the Owner or any related member (as those terms are defined in Ohio Revised Code Section 3735.671(C)) have violated the prohibition against entering into this Agreement under Ohio Revised Code Sections 3735.671(C), 5709.62 or 5709.63 prior to the time prescribed by those sections.

**Section 12. Approval of the Village.** The Village and the Owner acknowledge that this Agreement must be approved by formal action of the Council of the Village as a condition for the Agreement to take effect and that the Council of the Village has approved this Agreement pursuant to the Residential CRA Agreement Approval Ordinance. This Agreement shall take effect upon the expiration of any applicable waiting period with respect to the Residential CRA Agreement Approval Ordinance and the Village's execution of this Agreement thereafter.

**Section 13. Non-Discriminatory Hiring.** The Owner agrees to follow non-discriminatory hiring practices and acknowledges that no individual may be denied employment solely based on race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by generally applicable law.

**Section 14. No False Statements.** The Owner affirmatively represents and agrees it has made no false statements to the State of Ohio or the Village or any other local political subdivisions in the process of obtaining approval of the Residential CRA Exemptions applicable to the Project under this Agreement. If any representative of the Owner has knowingly made a false statement to the State of Ohio or a local political subdivision to obtain the Residential CRA Exemptions contemplated hereunder, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any State of Ohio agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than one thousand dollars (\$1,000) or a term of imprisonment of not more than six (6) months.

**Section 15. Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single, original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed, original instrument.

**Section 16. Severability; Construction; Headings.** If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this

Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two (2) constructions one (1) of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope, or intent of any provisions hereof.

**Section 17. Validity.** The Owner covenants and agrees that they are prohibited from challenging the validity of this Agreement, the Yellow Springs CRA Area, and any Residential CRA Exemptions authorized by the CRA Ordinance and the Residential CRA Agreement Approval Ordinance. In that regard, the Owner waives any defects in any proceedings related to the Yellow Springs CRA Area, this Agreement, and any Residential CRA Exemptions authorized by the CRA Ordinance and the Residential CRA Agreement Approval Ordinance.

**Section 18. Modification.** If, notwithstanding Section 10 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure utilized by the Owner in developing, equipping, and operating the Project, the Owner shall request an amendment to this Agreement. Any modification shall only be effective if in a writing agreed to by the Village, in its reasonable discretion.

**Section 19. Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission, or to any such other addresses as may be specified by any Party, from time to time, by prior written notification, as follows:

|                    |                                                                                                                                       |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| If to the Village: | Village of Yellow Springs<br>100 Dayton Street<br>Yellow Springs, Ohio 45387<br>Attention: Housing Officer                            |
| With a Copy To:    | Amy N. Blankenship, Esq.<br>Bricker Graydon, LLP<br>2 East Mulberry Street<br>Lebanon, Ohio 45036<br>abblankenship@brickergraydon.com |
| If to the Owner:   | Windsor Development, LLC<br>71 Seldom Seen Road<br>Powell, Ohio 43065<br>Attention: Alex Dorsey                                       |

**Section 20. Entire Agreement.** This Agreement constitutes the entire agreement between the Owner and the Village pertaining to the subject matter contained herein and therein and supersedes all other prior or contemporaneous agreements or understandings between the Owner and the Village in connection with the subject matter hereof.

**Section 21. Ohio Revised Code Sections.** All references to provisions of the Ohio Revised Code shall include those provisions as may be amended or supplemented from time to time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

**Section 22. Governing Law and Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the Village and the Owner, and the Owner's employees, contractors, subcontractors, and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Greene County, Ohio.

**Section 23. Effective Date.** Notwithstanding anything to the contrary herein, this Agreement shall take effect upon (i) the expiration of any applicable waiting period with respect to the Residential CRA Agreement Approval Ordinance and the Village's execution of this Agreement, (ii) provided that the Village may not execute this Agreement granting the Residential CRA Exemptions until the Director of the Ohio Department of Development has issued the State CRA Identifier, and (iii) upon the Owner's taking fee title to all of the Parcels constituting the Property.

[Signature Page Follows]

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Notary Public

**WINDSOR DEVELOPMENT, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: Alex Dorsey

Title: Chief Executive Officer

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF DELAWARE        )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 2025, by Alex Dorsey as Chief Executive Officer of Windsor Development, LLC. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

The Property consists of those Parcels identified in the records of the Greene County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Residential CRA Agreement Approval Ordinance. For the avoidance of doubt, the Parcel subject to the Residential CRA Exemptions authorized pursuant to the Residential CRA Agreement Approval Ordinance shall consist of, and the authorizations of this Agreement shall apply to, Greene County Auditor's Permanent Parcel Identification Numbers, as the Parcels highlighted below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time, as follows:

F19-0001-000-8-00-37800  
F19-0001-000-8-00-37700  
F19-0001-000-8-00-37600  
F19-0001-000-8-00-37900  
F19-0001-000-8-00-21400  
F19-0001-000-8-00-21500  
F19-0001-000-8-00-21600  
F19-0001-000-8-00-21700  
F19-0001-000-8-00-17800  
F19-0001-000-8-00-17900  
F19-0001-000-8-00-18000

[Mapping to Be Included]



# Kettering Building CRA Abatement Parcels



## EXHIBIT B RESIDENTIAL CRA APPLICATION



# The Village of **YELLOW SPRINGS**

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### VILLAGE OF YELLOW SPRINGS RESIDENTIAL COMMUNITY REINVESTMENT AREA APPLICATION

Application for **PROPOSED RESIDENTIAL CRA AGREEMENT** (the "Residential CRA Agreement") for Community Reinvestment Area tax incentives between the Village of Yellow Springs located in the County of Greene and \_\_\_\_\_ (the "Applicant").

1. a. Name of Applicant, home, or main office address, contact person, e-mail address, and telephone number (attach additional pages if multiple Applicants apply to one or more structures of the Project).

Current Owner:

Antioch College Corporation

Name

Anita Brown

Contact Person

1 Morgan Place

Address

abrown@antiochcollege.edu

E-mail Address

Yellow Springs, OH 45387

Village, State, Zip Code

937.767.1286

Telephone Number

Future Owner/Developer:

Windsor Development LLC

Name

Erik Alfieri

Contact Person

71 Seldom Seen Road

Address

erik.alfieri@thewindsorcompanies.com

E-mail Address

Powell, OH 43065

Village, State, Zip Code

(614) 210-3002

Telephone Number

- b. Building Site Information (if different owner):

See above.

Name

Contact Person

Address

E-mail Address

Village, State, Zip Code

Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale, or retail stores, or other) to be conducted at the Building Site.

Mixed affordability multifamily rental housing.

- b. List primary 6 digit North American Industry Classification System (NAICS) #.  
Business may list other relevant SIC numbers.

531110 (Owning / Operating Multifamily Rental Properties)

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred):

N/A

- d. Form of business of Applicant (corporation, partnership, proprietorship, or other).

Current Owner: Antioch College Corporation

Future Owner/Developer: Windsor Development LLC

3. a. Name of principal owner(s) or officers of Applicant.

Current Owner: Alexius Dorsey, Founder & CEO

Future Owner/Developer: Windsor Development LLC

- b. Is it presently anticipated that the Applicant will own the Building Site? Describe the proposed ownership structure of the Building Site.

Yes, the building is currently under contract to close. Closing is expected to occur following finalization of the CRA / tax abatement agreement. The CRA / abatement is a condition to close.

4. a. State the Applicant's current employment level at the proposed Building Site:

Windsor Development does not currently own the asset, accordingly the employment level is none.

- b. Will the Project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_\_\_ No X

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:



- 
- d. Will the Project involve the relocation of employment positions or assets from one location within the Village to another location within the Village? Yes \_\_\_\_ No \_\_\_\_
- e. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
- 
- 

- f. State the Applicant's current employment level in Ohio and within the Village of Yellow Springs, if applicable:

Current Owner: Antioch college employs 92 people, 89 of whom live in Yellow Springs

Future Owner/Developer: Windsor currently employs around 40 team members at the corporate level and hundreds more with ~~construction company.~~

- g. If applicable, state the Applicant's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

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- h. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

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5. Does the Applicant owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_\_ No X
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  
Yes \_\_\_\_ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes \_\_\_\_ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project general description:

Windsor intends to complete a comprehensive repositioning and rehabilitation of the Kettering building to provide 43 new multifamily rental units located within the current building. The site green space and parking will be preserved and beautified. The units will be comprised of studios, 1BR and 2BRs.

7. Project will begin, March 16, 2026 and be completed August 15 2027 provided tax incentives are provided. These are reflective of latest estimates based on information available today.

8. a. Estimate the number of new employees the Applicant will cause to be created with respect to the Project on the Building Site:

The project is anticipated to create 165 construction jobs and 12 operational jobs after the asset is placed into service.

b. State the time frame of this projected hiring: Construction jobs in early 2026, operational jobs in ea

c. State proposed schedule for hiring:

See above.

9. Estimate the amount of annual payroll such new employees (including for construction) will add \$ 14.3 million in construction payroll. Approximately \$650k in annual payroll for operations.

10. An estimate of the amount to be invested by the Applicant to establish, expand, renovate, or occupy a Project:

|                                      |                     |
|--------------------------------------|---------------------|
| A. Acquisition of Building Site:     | \$ <u>300,000</u>   |
| B. New Construction:                 | \$ <u>5,000,000</u> |
| C. Remodeling of Existing Buildings: | \$ _____            |
| D. Machinery & Equipment:            | \$ _____            |
| E. Furniture & Fixtures:             | \$ _____            |
| F. Inventory:                        | \$ _____            |

**Total New Project Investment:** \$ 5,300,000

11. a. Applicant requests the following tax incentives:

Per discussions with the Village of Yellow Springs over the course of 2025, the agreed to Tax Abatement structure was:

a 15-year, 75% property tax abatement in exchange for setting aside 15 units to be affordable (defined as housing for households earning 80% or less of AMI).

- b. Applicant's reasons for requesting tax incentives (be as quantitatively specific as possible):

As discussed extensively with Village Council, the Tax Abatement is enormously important for the financeability of the project. In order to secure construction financing, enough cash flow must be generated to satisfy debt service coverage ratios.

12. a. List all parcels for the Project. If the Building Site is to be re-platted to identify future parcels, provide an appropriate legal description.

The project site includes numerous parcels. Please see attached the survey and legal description for all of this information.

Attach a Building Site (boundary) map.

[Signature Pages Follow]

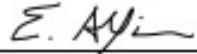
### **ACKNOWLEDGEMENTS**

Submission of this application expressly authorizes the Village of Yellow Springs to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the Applicant may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdiction considering the request.

Additionally, the Applicant acknowledges that it shall be required to submit an Authorization for Release of Tax Records, or other authorization satisfactory to the Village, to permit the Village to evaluate compliance with the proposed Residential CRA Agreement resulting from this application and shall cooperate with the Village to evaluate the same.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the Ohio Revised Code Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than one thousand dollars (\$1,000.00) and a term of imprisonment of not more than six (6) months.

**THE APPLICANT ACKNOWLEDGES THE ANNUAL MONITORING FEE OTHERWISE DUE UPON THE EXECUTION OF THE RESIDENTIAL CRA AGREEMENT IN THE AMOUNT OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) AND ON EACH ANNIVERSARY OF THE DATE OF THE EXECUTION OF THE RESIDENTIAL CRA AGREEMENT DURING THE TERM OF THE RESIDENTIAL CRA EXEMPTION.**

Windsor Development LLC  
Name of Applicant  
  
Signature

12/2/2025  
Date  
Erik Alfieri, Partner  
Typed Name and Title

\*A copy of this proposal must be forwarded by the Village to the affected Board of Education along with notice of the meeting date on which the Village Council intends to consider formal approval of the Residential CRA Agreement. The Village intends to provide such courtesy notice prior to the date on which the Village Council intends to consider formal approval of the Residential CRA Agreement to permit the Board of Education to provide comment on the instrument.

## **EXHIBIT C**

### **FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

#### **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Agreement**”) is made and entered into as of [\_\_\_\_\_] [\_\_\_\_], [\_\_\_\_\_] (the “**Effective Date**”) by and among the Village of Yellow Springs, Ohio (the “**Village**”), a political subdivision of the State of Ohio, through the Council of the Village (the “**Council**”); [\_\_\_\_\_] a [\_\_\_\_\_] together with its permitted successors and assigns (the “**Owner**”), and [\_\_\_\_\_] a [\_\_\_\_\_] (the “**Successor**” and together with the Village and the Owner the “**Parties**”). Except as otherwise provided, capitalized terms used herein shall have the same meanings as in the Residential CRA Agreement (as defined herein) between the Village and Windsor Development, LLC an Ohio limited liability company, together with its permitted successors and assign (the “**Owner**”), made effective [\_\_\_\_\_] [\_\_\_\_], 2025, as may be amended from time to time (the “**Residential CRA Agreement**”), a copy of which is attached hereto as **Exhibit A**.

#### **WITNESSETH:**

**WHEREAS**, The Council passed the CRA Ordinance designating certain real property within the Village as the Yellow Springs CRA Area and declaring the remodeling and new construction of Multi-Family Facilities and the remodeling and new construction of commercial and industrial facilities within the Yellow Springs CRA Area to be a public purpose for which the Village may grant exemptions from real property taxation pursuant to the CRA Act; and

**WHEREAS**, The Village and the Owner entered into the Residential CRA Agreement, as approved by the Council pursuant to the Residential CRA Agreement Approval Ordinance, all to provide appropriate development incentives to support the economic viability of the Project; and

**WHEREAS**, By virtue of that certain [\_\_\_\_\_] dated as of [\_\_\_\_\_] [\_\_\_\_], [\_\_\_\_\_] and known by Instrument No. [\_\_\_\_\_] in the records of the Greene County Recorder (the “**Transfer Instrument**”), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, the Successor has succeeded on [\_\_\_\_\_] [\_\_\_\_], [\_\_\_\_\_] (the “**Transfer Date**”) to the interest of the Owner in the Transferred Property, which such Transferred Property acquired by the Successor is identified by the Transfer Instrument; and

**WHEREAS**, Pursuant to the Residential CRA Agreement, the Village retained the right to consider the approval of the transfer or assignment of the Residential CRA



Agreement and the benefits and obligations thereof, which such approval shall not be unreasonably withheld or delayed, to any Third-Party Transferee of all or any portion of any Transferred Property Parcel; provided, however, that each Third-Party Transferee execute and deliver this Agreement to the Village.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, including the covenants contained in the Residential CRA Agreement, and the benefits to be derived by the Parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

**Section 1. Assignment and Assumption.** From and after the Transfer Date, the Owner hereby assigns (a) all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, and (b) all of the benefits of the Residential CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties, and covenants made by or required of the Owner that are contained in the Residential CRA Agreement.

**Section 2. Village Acknowledgement.** The Village acknowledges through the Transfer Date that the Residential CRA Agreement is in full force and effect and confirms that the Owner has complied with the terms of the Residential CRA Agreement with regard to the Transferred Property and releases the Owner from any liability accruing after the Transfer Date with regard only to the Transferred Property.

**Section 3. Successor Certification.** The Successor further certifies that, as required by Ohio Revised Code Section 3735.671(C), (i) the Successor is not a party to a prior agreement granting an exemption from taxation with respect to a structure or any portion of any structure in the State of Ohio, at which such structure or portion of any structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “**related member**” have the meaning as prescribed in Ohio Revised Code Section 3735.671(C).

**Section 4. Entitlement of Successor.** The Village agrees that, as to the Transferred Property, the Successor has and shall have all entitlements and rights to the Residential CRA Exemption, and obligations with like effect as if the Successor had been an original Owner to the Residential CRA Agreement.

**Section 5.     Certification as to No Delinquent Taxes.** The Successor hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof and it has disclosed such undertaking to the Village prior to the execution of this Agreement, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the applicable chapter of the Ohio Revised Code governing payment of those taxes.

**Section 6.     Notices.** Notices to the Successor with respect to the Residential CRA Agreement shall be given as stated in Section 19 of the Residential CRA Agreement, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Section 7.     Ohio Revised Code Sections.** All references to provisions of the Ohio Revised Code shall include those provisions as may be amended or supplemented from time to time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties have caused this Partial Assignment and Assumption Agreement to be duly signed as of the Effective Date set forth above.

# VILLAGE OF YELLOW SPRINGS, OHIO

By: \_\_\_\_\_  
Village Manager

**APPROVED AS TO FORM  
AND CORRECTNESS:**

Law Director

STATE OF OHIO )  
 ) SS:  
COUNTY OF GREENE )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 2025, by Johnnie Burns, Village Manager of the Village of Yellow Springs, Ohio, a municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

**OWNER**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF [\_\_\_\_\_] )

) SS:

COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_\_], by [\_\_\_\_\_] the [\_\_\_\_\_] of [\_\_\_\_\_] a [\_\_\_\_\_] on behalf of [\_\_\_\_\_]. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

**SUCCESSOR**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF [\_\_\_\_\_] )

) SS:

COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_\_], by [\_\_\_\_\_] the [\_\_\_\_\_] of [\_\_\_\_\_] a [\_\_\_\_\_] on behalf of [\_\_\_\_\_]. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

### **ACKNOWLEDGMENT OF OWNER**

The Owner (as further defined in the Residential CRA Agreement) hereby confirms its obligations under the Residential CRA Agreement and hereby agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property).

#### **OWNER**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

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

**EXHIBIT A**  
**TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Copy of Residential CRA Agreement**

[See Attached]

**EXHIBIT B**  
**TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Copy of Transfer Instrument**

[See Attached]

|                                                   |
|---------------------------------------------------|
| <b>Scenario: 15 Year 75% CRA</b>                  |
| 15 Year 75% CRA                                   |
| Kettering Building Auditor Value \$5,500,000      |
| Student Union Building Auditor Value \$18,500,000 |
| 2% of Total Value as Land Value                   |

| Effective Class II Tax Rates- Greene County Tax District F19 |           | As %    |
|--------------------------------------------------------------|-----------|---------|
| Greene County                                                | 11.62013  | 17.36%  |
| Yellow Springs EVSD                                          | 36.50725  | 54.53%  |
| Greene County JVSD                                           | 3.247097  | 4.85%   |
| Township Fire EMS                                            | 2.672874  | 3.99%   |
| Township 2017 Bond                                           | 0.5       | 0.75%   |
| Township 2022 Fire EMS                                       | 2.723154  | 4.07%   |
| Township General Fund                                        | 0.6       | 0.90%   |
| Village General Fund                                         | 2.3       | 3.44%   |
| Village Police Pension                                       | 0.3       | 0.45%   |
| Village 2006 Current                                         | 5.79      | 8.65%   |
| General Health District                                      | 0.680204  | 1.02%   |
| Totals                                                       | 66.944541 | 100.00% |

|          |          |            |                   |                        |                    |                     |                 | County Breakout |                  | Yellow Spring EVSD |                  | JVSD Breakout |                | Health Breakout        |                  | Township Breakout |                    | Village Breakout |                   |
|----------|----------|------------|-------------------|------------------------|--------------------|---------------------|-----------------|-----------------|------------------|--------------------|------------------|---------------|----------------|------------------------|------------------|-------------------|--------------------|------------------|-------------------|
| CRA Year | Tax Year | Land Value | Improvement Value | Abated CRA Value (75%) | Total Abated Taxes | Total Taxable Value | Total Taxes Due | Abated County   | Total County Due | Abated YSEVSD      | Total YSEVSD Due | Abated JVSD   | Total JVSD Due | Abated Health District | Total Health Due | Abated Township   | Total Township Due | Abated Village   | Total Village Due |
| 1        | 2027     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 2        | 2028     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 3        | 2029     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 4        | 2030     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 5        | 2031     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 6        | 2032     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 7        | 2033     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 8        | 2034     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 9        | 2035     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 10       | 2036     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 11       | 2037     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 12       | 2038     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 13       | 2039     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 14       | 2040     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 15       | 2041     | 480,000    | 23,520,000        | 17,640,000             | (413,316)          | 6,360,000           | 149,019         | (71,743)        | 25,866           | (225,396)          | 81,265           | (20,048)      | 7,228          | (4,200)                | 1,514            | (40,106)          | 14,460             | (51,824)         | 18,685            |
| 16       | 2042     | 480,000    | 23,520,000        | -                      | -                  | 24,000,000          | 562,334         | -               | 97,609           | -                  | 306,661          | -             | 27,276         | -                      | 5,714            | -                 | 54,567             | -                | 70,508            |
| Totals   |          |            |                   |                        | (6,199,734)        |                     | 2,797,612       | (1,076,140)     | 485,605          | (3,380,936)        | 1,525,638        | (300,714)     | 135,696        | (62,994)               | 28,426           | (601,597)         | 271,469            | (777,353)        | 350,778           |



**VILLAGE OF YELLOW SPRINGS  
RESOLUTION 2025-70**

**AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND SUBMIT AN  
APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR ACTIVE  
TRANSPORTATION PLAN DEVELOPMENT ASSISTANCE**

WHEREAS, the Ohio Department of Transportation provides financial assistance to political subdivisions for capital improvements to public infrastructure targeting active mobility methods of accessing municipal amenities, government services and educational facilities; and

WHEREAS, the Village of Yellow Springs is partnering with the Active Transportation Committee (ATC) and Yellow Springs School District to update the ATC's Active Transportation Plan, and that update projects continued need for sidewalk and street-crossing improvements; and

WHEREAS, the infrastructure improvements noted above are considered a priority need for the safety and welfare of the community and will be detailed in the grant application once approved; and

WHEREAS, there are no matching funds required for this grant,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS HEREBY  
RESOLVES THAT:**

Section 1: The Village Manager is hereby authorized to apply to the ODOT for funds as described above.

Section 2: Should grant funding be awarded, the Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

\_\_\_\_\_  
Kevin Stokes, Council President

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Council Clerk

ROLL CALL:

Kevin Stokes \_\_\_\_\_

Gavin DeVore Leonard \_\_\_\_\_

Carmen Brown \_\_\_\_\_

Brian Housh \_\_\_\_\_

Trish Gustafson \_\_\_\_\_

**VILLAGE OF YELLOW SPRINGS, OHIO RESOLUTION  
2025-71**

**APPROVING A GRANT TO THE 365 PROJECT IN SUPPORT OF KWANZAA  
ACTIVITIES**

WHEREAS, Council recognizes the value to the Village of Yellow Springs as a whole in supporting cultural education and celebration and wishes to support the celebration of Kwanzaa, to be held December 27, 2025, in all ways, including through donation of Council funds,

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS OHIO  
HEREBY RESOLVES THAT:

Section 1. Village Council hereby agrees to contribute a one-time grant of \$500 to the 365 Project for 2025 Kwanzaa activities, specifically to assist in the funding of hosts and speakers, these funds to be taken from the Council Boards and Commissions account.

\_\_\_\_\_  
Kevin Stokes, President of Council

PASSED:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Kevin Stokes\_\_\_      Brian Housh \_\_\_\_\_      Gavin DeVore Leonard\_\_\_  
Carmen Brown\_\_\_\_\_      Trish Gustafson\_\_

## Sponsorship of Special Events – Request Form

Deadline: Monday, September 22, 2025 at 5:00 PM

**IMPORTANT:** *Unlike the Major Projects or Initiatives Request, this form must be submitted directly by the applicant or organization. In addition to this form, applicants must also complete the Special Event Permit.*

**Date:** Septebmer 22, 2025

**Applicant / Organization Name:** The 365 Project

**Contact Person:** Kevin McGruder

**Email:** the365projectys@gmail.com

**Phone:** 937-562-1938

**Event Name:** 2025 YS Kwanzaa Celebrat

Sponsorship may be requested from:

- ☒ **Village Council**
- ☐ **Environmental Commission**
- ☐ **Public Arts & Culture Commission**
- ☐ **Unsure**

**Event Description** (Include target audience, timeline, location, activities, tools, expertise, etc.):

This is the Yellow Springs celebration of Kwanzaa, a week-long celebration from December 26 to January 1 that honors African heritage, unity, and culture. Created in 1966 by Dr. Maulana Karenga, it is celebrated primarily by African Americans and their allies, and is now observed globally. The 2025 Yellow Springs event would take place on the evening of Saturday, December 27th at the Foundry Theater at Antioch College.

**Alignment with Village Goals & Values** (Which Village goal or value does this event help fulfill?):

The 2025 Yellow Springs Kwanzaa celebration will help fulfill the following Village values: Value 3: Create a welcoming community of opportunity for all persons regardless of race, age, sexual orientation, gender identity, ethnicity, economic status, mental/physical ability or religious affiliation. Value 6: Intentionally promote anti-racism, inclusion, equity and accessibility through all policies, procedures and processes. The Kwanzaa celebration of African culture and values conveys to people of African descent that their cultural heritage is valued in Yellow Springs.

**Collaboration** (Are there additional organizations or individuals involved? If yes, provide details):  
Yellow Springs Kwanzaa is organized by the Yellow Springs Kwanzaa planning committee a committee of individuals that includes members of The 365 Project which serves as the fiscal agent for the committee

**Support Requested:**

☒ Financial Sponsorship – Amount requested: \$ 500.00

☐ In-Kind Support – Describe needs:

**Sustainability & Funding** (What funds will be required to sustain this project? How will ongoing support be achieved?):

|                                 |         |
|---------------------------------|---------|
| Performer and co-host honoraria | \$500   |
| Foundry Theater Rent            | 450     |
| Food and Supplies               | 250     |
| Total                           | \$1,200 |

**Other Funding Sources** (Detail other funding sources supporting this project, if any):

|                       |       |
|-----------------------|-------|
| Individual donations  | \$500 |
| Business sponsorships | 200   |

**Will your event require a liquor license?**

☐ Yes

☐ No

☐ Unsure

**Submission Instructions**

Please submit your form to Judy Kintner, Clerk of Council, but no later than Monday, September 22, 2025 at 5PM. Email: [judy.kintner@yellowsprings.gov](mailto:judy.kintner@yellowsprings.gov)

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-72**

**AUTHORIZING A ONE-TIME BONUS FOR THE COUNCIL CLERK**

WHEREAS, the Council Clerk was unable to use or carry over 50 hours of vacation time during calendar year 2025; and

WHEREAS, by contract, the Clerk is not permitted to receive vacation time payout; and

WHEREAS, Village Council supports an equitable solution in the present situation; and

WHEREAS, Village Council is authorized to bestow bonuses as it may determine necessary or desirable, provided such are not inconsistent or in conflict with Village Charter or other law,

**NOW THEREFORE, Council for the Village of Yellow Springs, Ohio hereby resolves that:**

**Section 1.** Council hereby issues authorization for a one-time bonus equivalent to 50 hours of vacation time, that gross amount being \$1,783.00, and agrees to work with the Clerk to remedy this situation moving forward.

Signed: \_\_\_\_\_  
Kevin Stokes, President of Council

Passed:

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

ROLL CALL:

|                   |                           |                  |
|-------------------|---------------------------|------------------|
| Kevin Stokes ____ | Gavin DeVore Leonard ____ | Brian Housh ____ |
| Carmen Brown ____ | Trish Gustafson ____      |                  |