

June 17, 2026

Via Electronic Mail and Hand Delivery

Honorable Mayor and Members of the City Council
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, Colorado 81601

Re: Objection to Resolution 2026-10 and the Sole-Source Contract with Axon Enterprise, Inc. (Quote No. Q-840238-46154AP); Request to Decline Execution, to Suspend Performance, and to Reconsider and Rescind the Resolution at a Properly Noticed Meeting

Honorable Mayor and Members of the City Council:

I write in my individual capacity, as a lifelong member of this community and a licensed Colorado attorney (Attorney Registration No. 53492), to object to Resolution 2026-10 and to the ten-year, sole-source contract it authorizes with Axon Enterprise, Inc. (“Axon”), Quote No. Q-840238-46154AP, valued at \$2,439,840.45 over a 120-month term commencing September 1, 2026 (the “Contract”). I submit this objection on June 17, 2026 for the Council’s June 18 agenda packet, and every ground below rests on the City’s own records and on information already public.

The objection applies whether or not the Contract has been executed, because its defects lie in the authorization and in the record on which the Council acted, neither of which signing can cure. I do not ask the Council to act on this objection at the June 18 meeting. One of those defects is the failure of full and timely notice, and curing that defect without notice would only repeat the error. I ask instead that the Council refrain from executing the Contract, place the reconsideration and rescission of Resolution 2026-10 on the agenda for a future meeting noticed in full, and, if the Contract is already executed, suspend performance pending that reconsideration.

I. The Contract and Its Approval

On June 4, 2026, the Council approved Resolution 2026-10, authorizing a sole-source contract with Axon valued at \$2,439,840.45 over a 120-month term, with annual payments of \$243,884.04 in years two through ten and a term running from September 1, 2026 through August 31, 2036. The Council acted on a five-sentence staff report from the City Manager, with legal review still in progress, after a single public comment, and without continuing the item.

The public record describes the Contract as a body-worn camera package replacing an expiring agreement. It is far more than that. Quote No. Q-840238-46154AP, dated May 12, 2026, assembles an integrated surveillance platform: twenty-seven Axon Body 4 cameras, twenty-seven Taser 10 devices, four Axon Outpost fixed automated license plate reader cameras, a Skydio X10 Drone as First Responder dock system, a Skydio R10 patrol drone, the Axon AI Era report-writing suite, and Axon Evidence cloud storage. Several of its most consequential components were named nowhere in the resolution, the staff report, or any public presentation before the vote.

II. Grounds for Objection

The grounds fall into three groups. The first concerns the authorization itself, which is both unlawful under the City's competitive bidding requirement and incoherent on its face (Parts A and B). The second concerns the record on which the Council voted, which omitted the components, prior contracts, data terms, and costs that define what the City actually agreed to buy (Parts C, D, and E). The third concerns the diligence and the safeguards that a procurement of this character demanded and that do not exist, and that cannot be supplied after the fact without repeating the error this objection identifies (Parts F and G). Several of these grounds are independently sufficient to require the Council to withhold or unwind execution, and together they leave no sound basis on which this procurement may proceed in its present form.

A. Home rule law governs this purchase, and the sole-source determination does not satisfy the City Charter.

Glenwood Springs is a home rule municipality, and its authority to govern its own local affairs, including the procurement of materials and equipment, derives from Article XX of the Colorado Constitution. The City exercises that authority through its Home Rule Charter, the organic law of the City, which governs this procurement and stands above any ordinance the Council may adopt. The Charter fixes the City's competitive bidding obligation in Section 13.9, which provides:

When the City purchases materials or equipment for twenty-five thousand dollars (\$25,000.00) or more, ample opportunity shall be given for competitive bidding; however, the City need not engage in competitive bidding when purchasing through or from an agency of the state or federal government which engaged in competitive bidding to purchase the equipment or materials, when the City Council determines an emergency exists or when the City Council determines there is only one source for an item. In addition Council may provide for purchase of used equipment at other than competitive bid if it is determined to be to the best advantage to the City. Council shall provide by ordinance for procedures to implement this section.

The command is mandatory. At twenty-five thousand dollars or more, ample opportunity shall be given for competitive bidding. This award, at \$2,439,840.45, exceeds that threshold by nearly one hundredfold, so the obligation attaches in full and yields only if one of the Charter's enumerated exceptions genuinely applies. None does.

The Charter does not authorize a "sole source" purchase; that phrase appears nowhere in it. The only pertinent exception is narrow, and it is available solely where the Council determines there is only one source for an item. That determination must be a genuine finding that no other source exists, and Resolution 2026-10 makes none. It rests on two stated grounds: that a request for proposals would be "time-consuming," and that staff reviewed other vendors and found Axon the most "compatible" option. Neither is the finding the Charter requires. That a competitive process takes time is not an exception to the duty to conduct one. That Axon is the most compatible option is the language of comparison, and a body that compares vendors and selects the one that best meets its needs has confirmed, in its own words, that more than one source exists. Whatever indispensability attaches to Axon traces to the City's prior purchases under Axon Quotes Q-408375 and Q-544784, not to a market with a single supplier. Compatibility with equipment the City already owns is not exclusivity.

The exception fails for a second, independent reason. The award is not an item but a basket of separable technologies, including the Fusus Livestream platform, automated license plate recognition, drone systems, and artificial-intelligence reporting tools, several of which competing vendors supply. Automated license plate recognition alone is sold by more than one provider, among them the company this Contract displaces. A determination that there is only one source cannot stand when the “item” is in truth a bundle of distinct functions available from several vendors, and the five-sentence staff report offers no analysis capable of sustaining it.

The Charter’s two remaining exceptions are unavailable. The cooperative-purchasing exception reaches only purchases made through or from a state or federal agency that itself competitively bid the item; a vendor-sponsored purchasing cooperative is no such agency, and unless the City purchased through a qualifying governmental agency that bid these specific products, the exception is closed. The emergency exception, Charter Section 13.10, permits a waiver only in case of an emergency affecting the public peace, health, or safety, and then only to buy necessary supplies in the open market at commercial prices. A deliberate, multi-month procurement is the antithesis of such an emergency; none has been declared, and none could honestly be declared on this record.

Section 13.9 imposes a final duty: the Council shall provide by ordinance for procedures to implement the section. That duty presents the City with a dilemma it cannot escape. If the City adopted procurement procedures under Municipal Code Article 010.050.010, which requires that the Procurement Department Policy and Procedures be approved by the City Manager, adopted by resolution of the Council, and kept available for public inspection at the office of the City Clerk, then it must produce those procedures and show that the sole-source procedure they prescribe was followed, and the public record does neither. If the City adopted no such procedures, then it has no charter-authorized method for awarding a contract without competitive bidding. I have filed a contemporaneous request under the Colorado Open Records Act for the adopted policy and the implementing ordinance.

B. The authorizing resolution states no coherent or lawful authorization amount.

The resolution authorizes an amount stated, verbatim, as “\$2,797,5550.30,” a figure that carries an extra digit and corresponds to nothing in the Contract. Read charitably as \$2,797,550.30, it still exceeds the actual price of \$2,439,840.45 by roughly \$357,710, an overage the record nowhere explains. A resolution is the operative instrument of authorization, and one that fails to state a determinate, intelligible sum cannot lawfully authorize the expenditure it purports to approve.

C. The Council authorized the Contract on a materially incomplete record.

The components that define this system were absent from what the Council approved. Foremost is Fusus. The Contract includes an Axon Body 4 Fusus Livestream license for all twenty-seven officers, at line item 73447, running September 1, 2026 through August 31, 2036, yet Fusus is named nowhere in the resolution, the staff report, or any public presentation, even though it alters the character of what the City agreed to buy more than any other line.

Fusus is not a camera feature. It is a real-time surveillance aggregation platform that unifies live feeds from the City’s own cameras, body cameras, drones, and license plate readers with privately owned cameras registered by businesses and residents, including Ring doorbell cameras, and pushes all of them to officers on their phones and computers as those cameras are recording. The reach is the point. Once a business or resident opts a private camera into the

platform, officers may watch its live feed, whether of a storefront, a parking lot, a doorway, or a residential street, without a warrant and without notice to anyone the camera captures. The consent belongs to the camera owner alone, while every other person the lens records, in public space and in private space alike, is exposed to live police monitoring with no consent, no notice, and no judicial check.

The omissions extend further. The quote terminates and consolidates two prior Axon agreements, Quotes Q-408375 and Q-544784, rolling them into the Contract at a transfer balance of \$7,639.15, a history the resolution did not disclose. It funds an autonomous drone program accounting for \$383,580.10 of the total, and four fixed license plate reader cameras, neither presented to the public as such, and it carries an integration pathway to privately owned Amazon Ring cameras. It also enrolls the City in a vendor data program, addressed in Part II.D, that routes city law-enforcement content back to Axon. None of this was before the Council.

A legislative authorization presumes an informed legislative body. When the description put before the Council omits the platform's defining components, the prior contracts said to create the claimed lock-in, and the program that returns city data to the vendor, the vote cannot stand as informed approval of what the City actually agreed to buy.

D. The data-governance assurance on which the Council relied is contradicted by the Contract's own incorporated terms.

Resolution 2026-10 secured the Council's authorization on an unqualified assurance about the data the system would generate. Among its recitals, the resolution represents:

Axon's technological platform is highly secure, and all data collected will be owned and controlled by the City.

That assurance was material. It answered the central question that attends any acquisition of surveillance and evidence technology, namely who holds and may use the data the system captures, and it framed the procurement as one in which the City would retain exclusive dominion over that data. The Council was entitled to rely on it in authorizing a sole-source award of this magnitude. The instrument the resolution authorized says otherwise. On its standard terms page, Quote No. Q-840238-46154AP does not merely reference Axon's Master Services and Purchasing Agreement; it incorporates a further appendix and conditions the City's signature on acceptance of it:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience . . . is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

The clause matters against Axon's baseline terms. Under Axon's Cloud Services Privacy Notice, Axon ordinarily acts as a processor with no rights to Customer Content, the City remains the controller that owns all right, title, and interest in that content, and Axon agrees not to use the content for commercial purposes. The Customer Experience Improvement Program is the express exception to that baseline. It is the instrument through which a customer grants Axon a standing license to use the content its systems generate in order to develop and improve Axon's commercial products. By signing a contract with that appendix incorporated, the City does not preserve the exclusive control the Council was promised; it switches on the very license the baseline forecloses.

Three features of the program sharpen the contradiction. First, participation is automatic, not elected. Second, the program treats the material Axon derives from city content, its “transformed content,” expressly including artificial-intelligence model weights, as no longer the City’s property at all, a term irreconcilable with the recital that all data collected will be owned and controlled by the City. Third, the protection an opt-out affords does not run backward; the vendor may keep the transformed content it created before any withdrawal. The reach is not limited to body-camera footage. The twenty-seven Fusus Livestream licenses and the four license plate reader licenses run through the same Cloud Services framework and the same program acceptance, so the live video the platform streams and the plate reads the cameras capture are Customer Content within the program’s scope. Under the banner of body cameras whose data would be “owned and controlled by the City,” the Council was in fact authorizing a real-time license plate surveillance and intelligence-sharing system whose governing terms direct the City’s data into a vendor improvement program and a cross-jurisdictional sharing architecture. The components most consequential to residents’ privacy were precisely the ones the resolution did not name.

Section 2 of the resolution conditioned execution on final review by the City Manager and City Attorney. A review adequate to support the data-ownership assurance would have reached the terms page of the very quote being authorized, where the program incorporation appears, and the line items funding Fusus and the license plate readers, which sit in the same document. This defect is independent of, and additional to, the nondisclosure described in Part II.C: the Council was asked to commit for a decade on a representation that the Contract’s own incorporated terms contradict, and an authorization secured on assurances at odds with the operative instrument is not informed consent to what the City agreed to buy.

This was not an unfamiliar risk. The City’s existing Flock Safety contract already carries the same architecture: the City owns its data in name, yet the agreement grants Flock an irrevocable, perpetual license to use that data to support and improve Flock’s products, a license that survives termination, so that ending the contract claws back nothing Flock has already taken in. Having already lived with one vendor’s ownership-in-name-only terms, the City had every reason to read the Axon recital with skepticism rather than to repeat it to the Council as a guarantee. The promise that all data would be owned and controlled by the City describes neither contract.

E. The Contract was presented as a cost-saving replacement, yet the cost case is incomplete and the Flock contract it purports to displace was never addressed.

The Contract was presented to the Council and the public as a replacement for an expiring body-worn camera agreement that would also phase out the City’s existing Flock Safety license plate reader system. A replacement defended as fiscal prudence cannot rest on a cost analysis that omits the system being replaced, the cost of exiting it, and the capability the new system duplicates. The five-sentence staff report supplied no such analysis.

First, the Axon package does not simply replace the City’s automated license plate reader capability; it duplicates and enlarges it. The City already operates more than twenty-one Flock cameras, and the Contract layers four Axon Outpost readers and the Fusus real-time platform on top of that existing capability. Through the transition the City pays two vendors for overlapping license plate surveillance at once, and any figure offered as savings that does not net those overlapping costs is not a savings figure at all.

Second, the Flock contract the Council was told this would displace was never placed before it. That Flock contract runs through 2028, and the City paid its annual fee of \$37,500 in January 2026. Flock's standard terms, which the City accepted, contain no right to terminate for convenience; the only exits they recognize are Flock's own uncured breach, a violation of law, insolvency, and similar narrow conditions. A decision to change vendors is a business preference, not a contractual ground for release. The consequences fall on the public, because the fee prepaid in January is not refundable on a vendor switch, and a unilateral exit risks leaving the City liable for the balance of the unexpired term. Any dispute on the Flock contract, moreover, must be resolved not in a Colorado court but in private arbitration under Georgia law. None of this exposure appears in the record on which the Council acted.

Third, the cost framing counted dollars and ignored exposure. Replacing or overlaying Flock with the Axon platform does not contract the City's surveillance and data footprint; it enlarges it, adding real-time aggregation, drones, artificial-intelligence analytics, and the Fusus integration of private cameras described in Part II.C, each carrying its own retention, access, and federal-sharing risk under the statutes addressed in Part II.G. A procurement defended as saving money cannot disregard that it multiplies the City's data-exposure and compliance burden.

A sole-source award defended as cost-saving and as a clean replacement cannot stand on a record that omits the contract being replaced, the stranded cost of exiting it, the capability it duplicates, and the data exposure it multiplies. Before any commitment, the Council is entitled to a complete and independent cost analysis that nets the City's continuing Flock obligations, the prepayment it stands to forfeit, any period of overlapping payment to two vendors, and the compliance burden the new system imposes.

F. Public information placed the City on notice that this vendor and these technologies demanded independent diligence and an open process.

A sole-source award strips out the discipline competitive bidding supplies, so the diligence and transparency that competition would have forced fall to the City, with special force where the material facts are already public. They are recounted here not to disparage the vendor but to show that this procurement called for independent diligence and an open process, not a five-sentence staff report.

On June 6, 2022, nine members of Axon's own artificial-intelligence ethics board, a majority of its membership, resigned over the company's development of real-time persistent surveillance and Taser-equipped drones, after the board had voted against even a limited pilot and the company proceeded anyway. Their public statement warned that such surveillance would fall hardest on over-policed and marginalized communities (Statement of Resigning Axon AI Ethics Board Members, June 6, 2022, Policing Project, New York University School of Law).. The Contract before the City includes two drone systems, among them an autonomous Drone as First Responder dock, and the Fusus real-time platform, the very categories of technology over which the vendor's own ethics experts resigned. To execute or perform it without that diligence, conducted and disclosed on the record, would compound the defect, not cure it.

G. No governing use policies exist, the Police Department's own manual confirms the vacuum, and material statutory questions remain unanswered.

No Council-adopted use policy governed the drones, the artificial-intelligence suite, or Fusus when the Contract was approved. Colorado already imposes retention and disclosure standards on the City's body cameras through Senate Bill 20-217 (2020), codified at C.R.S. §

24-31-901 et seq., including release of incident recordings within twenty-one days of a misconduct complaint under C.R.S. § 24-31-902. The existence of that regime for the least invasive component makes the absence of any policy for the far more invasive ones more conspicuous, not less.

The Police Department's own manual confirms the gap. In its current published form it carries device-level policies for several discrete tools, including its Public Safety Video Surveillance System (Policy 336), Automated License Plate Readers (Policy 435), and Body-Worn Cameras (Policy 436), yet it contains no policy of any kind for the capabilities acquired through Resolution 2026-10 and Quote Q-840238-46154AP. It has no policy addressing real-time or live-streamed monitoring, none governing the platform-fusion operations the undisclosed Fusus functionality enables, and none addressing artificial intelligence, algorithmic analytics, or the automated identification of persons or vehicles across aggregated feeds. It establishes no surveillance-technology acquisition and oversight framework, no use or impact-reporting requirement, no restriction on third-party or federal-agency access to the data, no retention schedule, and no audit of who queries it.

This vacuum is not a mere lapse from best practice; it places the acquisition in direct tension with Colorado's data-privacy law. Section 24-74-103 of the Colorado Revised Statutes, as amended by Senate Bill 25-276 in 2025 to extend its reach to political subdivisions and their employees, prohibits a political subdivision employee from disclosing or making accessible, including through a database or automated network, personal identifying information that is not publicly available for the purpose of assisting federal immigration enforcement, absent a court-issued subpoena, warrant, or order, and a home rule municipality is a political subdivision within its reach. An automated license plate reader network, a live-streaming video platform, and the analytics built on them are the paradigm case of a database or automated network aggregating exactly that information: location histories, vehicle movements, and the identities derived from them. Having placed such a system into service with no use policy, no access controls, no retention schedule, and no restriction on federal access or auditing, the City would hold a capability it has adopted no written means to keep within the bounds of that statute. The Council cannot represent that the acquisition complies with Colorado law when it has adopted no policy by which compliance could be measured, audited, or enforced.

The platform's defining purpose sharpens the concern. Fusus exists to distribute live feeds and aggregated data across jurisdictions, among local, state, and federal agencies, and a system built to share is a system that will share unless written policy and access controls prevent it. The City has adopted neither. Until it does, the prudent and lawful course is to withhold activation, not to deploy a federal-sharing capability and trust that practice, in the absence of any rule, will stay within the limits state law imposes.

III. Relief Requested

I respectfully request that the Council take the following actions. The first set applies regardless of the Contract's status; the remainder are stated in the alternative.

Requested in all events:

1. Refrain from executing or performing the Contract pending the reconsideration requested below.

2. Place the reconsideration and rescission of Resolution 2026-10 on the agenda for a future regular Council meeting, with full and timely public notice, rather than acting on this objection without notice at the June 18, 2026 meeting.
3. Confirm in writing whether the Contract has been executed and, if so, on what date, and give the undersigned notice before any execution that has not yet occurred.
4. Before reconsideration, produce a complete and independent analysis of the cost and replacement justification for the Contract, including the net effect of the City's continuing Flock Safety obligations through 2028, the 2026 fee already paid, any period of overlapping payment to two vendors, and the duplicated capability and added data exposure the new system entails.
5. Pursue any future Axon procurement only through a competitive process consistent with Charter Section 13.9 and the implementing procurement procedures under Municipal Code Article 010.050.010, or, if a sole-source award is sought, make and document on the public record the determination the Charter requires, that there is only one source for the item, supported by a written sole-source justification and an independent market analysis, before any vote.
6. Adopt, with meaningful public input, enforceable use policies for each component of the system, including Fusus, the license plate readers, the drones, the artificial-intelligence suite, and the Ring integration pathway, addressing retention, access, audit logging, and limits on sharing with federal agencies, before any component is activated.
7. Authorize, by superseding resolution, a determinate and lawful expenditure figure matching any contract price, should a procurement proceed.
8. Disclose in writing whether any pathway permits federal access to data stored on the City's Axon Evidence platform, and identify the written prohibition that prevents it.
9. Produce the prior Axon contracts (Quotes Q-408375 and Q-544784); the executed Flock Safety order form and the Flock terms in effect at the City's 2023 signing; the Procurement Department Policy and Procedures adopted by Council resolution under Municipal Code Article 010.050.010, with proof that they were followed; the ordinance the City contends implements Charter Section 13.9; and the written sole-source justification and single-source determination underlying Resolution 2026-10.

If the Contract has not been executed:

1. Decline to execute the Contract, and refrain from signing it until the Council has reconsidered this procurement at a future, properly noticed meeting.

If the Contract has already been executed:

1. Suspend all performance immediately, and refrain from activating, deploying, or accepting delivery of any component, including the cameras, the license plate readers, the drones, the artificial-intelligence suite, the Axon Evidence platform, and the Fusus Livestream license, pending reconsideration.
2. Direct the City Manager and City Attorney to notify Axon in writing that the City disputes the validity of the authorization and is reconsidering the procurement, and to identify, preserve, and report to the Council on the public record, before the reconsideration meeting, every mechanism available to terminate or unwind the

agreement, including any termination-for-convenience, non-appropriation, or early-cancellation provision.

3. Treat the Contract as voidable for the defects set out in Part II, and place its rescission or termination, together with the rescission of Resolution 2026-10, on the agenda for that future meeting.

IV. Reservation of Rights and Request for Written Response

I submit this objection to preserve the public record and to give the Council the opportunity to correct these deficiencies, whether before execution or, if the Contract is executed, before any component is activated. Nothing here waives, and I expressly reserve, all rights and remedies available at law and in equity, including enforcement under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to 24-72-206, and any lawful challenge to a procurement that does not conform to the City Charter, the Municipal Code, and state law.

Respectfully submitted,

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cc: Steve Boyd, City Manager
Karl Hanlon, City Attorney
Ryan Muse, City Clerk