

## **HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Hardware Rental, Software License and Services Agreement (“Agreement”) dated this April 26, 2022 (the “Effective Date”) is made between the City of Grand Junction, Colorado (“Customer”) and Dominion Voting Systems Inc., (“Dominion”). This Agreement may refer to Dominion and the Customer together as the “Parties,” or may refer to Dominion or the Customer individually as a “Party.”

1. **Composition of Agreement.** Exhibit A (Hardware Rental, Services, Pricing and Payment Summary) is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following Sections, together with Exhibit A.
2. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 2.1. “Dominion Software” means the Dominion Democracy Suite® software certified for use in Colorado.
  - 2.2. “Hardware” means the ImageCast® system hardware as more specifically described in Exhibit A and certified for use in Colorado.
  - 2.3. “Specifications” means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation provided by Dominion.
3. **Term of Agreement.** The term of this Agreement (“Term”) shall begin on the Effective Date and shall continue until May 31, 2023. The payment terms of Section 5, to the extent any payments are still due, shall survive any expiration or termination of this Agreement in accordance with this Agreement.
4. **Dominion's Responsibilities.**
  - 4.1. Dominion shall provide the Customer with the rental Hardware and Dominion Software, and the services shown in Exhibit A.
  - 4.2. Dominion shall grant to the Customer a non-exclusive, non-transferable license (“License”) to use the Dominion Software provided by Dominion pursuant to Section 6 of this Agreement.
  - 4.3. Dominion shall provide the invoice to the Customer for the items described in Exhibit A, upon the signing of the Agreement.
5. **Customer's Responsibilities.**
  - 5.1. In consideration for the rental, licenses and services described in this Agreement, Customer shall pay the amounts specified in Exhibit A within thirty days of receiving the Dominion invoice. Customer is responsible for all sales, excise, personal property

or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.

- 5.2. If applicable, Customer shall provide Dominion with reasonable accommodations required for Dominion to perform its obligations, including premises access and electrical power.
- 5.3. Customer is solely responsible for assuring all relevant federal, State, and local laws, ruling and ordinances are complied with in regard to the use of Dominion's system for any Customer election, including all associated election guidelines and applicable election due dates. Notwithstanding any other provision in this Agreement to the contrary, and as allowed by applicable law, Customer shall hold Dominion harmless from and against any and all claims, demands, damages, injuries, expenses (including reasonable attorneys' fees and court costs) and liability arising in connection with the Customer's responsibility pursuant to this Section 5.

## **6. Dominion Software and Hardware Rental, License and Use.**

- 6.1. Dominion agrees to rent the Hardware to Customer for the Term as stated in Exhibit A.
- 6.2. License. Dominion grants Customer a non-exclusive, non-transferrable license to use the Dominion Software solely for the Customer's use in an election. The Customer cannot transfer or sublicense the License to any other third party.
- 6.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use the Dominion Software outlined in Exhibit A herein, and agrees not to use any Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Customer shall have no power to grant sub-licenses for the Dominion Software. Any use of all or any portion of the Dominion Software not expressly permitted by the terms of this Agreement is strictly prohibited.
- 6.4. Prohibited Acts. The Customer shall not:
  - 6.4.1. Transfer or copy onto any storage device or hardware or otherwise copy the Dominion Software in whole or in part;
  - 6.4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Dominion Software in whole or in part;
  - 6.4.3. Alter or modify the Dominion Software in any way or prepare any derivative works of the Dominion Software;



- 6.4.4. Alter, remove or obstruct any copyright or proprietary notices from the Dominion Software, or fail to reproduce the same on any lawful copies of the Dominion Software;
  - 6.4.5. Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Dominion.
- 6.5. Proprietary Rights. Customer acknowledges and agrees that Dominion owns the Dominion Hardware, Dominion Software, all documentation, including the Specifications, and training materials provided by Dominion, the design and configuration of the Dominion Hardware and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Dominion Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. Dominion likewise owns all patents, trade-marks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Dominion which are protected by law and are of substantial value to Dominion.

## **7. Limited Warranties.**

- 7.1. Dominion Software. Dominion warrants that, during the term of this Agreement, the Dominion Software will function in accordance with the Specifications. If the Customer identifies a material failure in the Dominion Software, the Customer shall provide Dominion with written notice of the material failure within three (3) days of discovering the material failure. Dominion shall use reasonable efforts to correct the material failure of the Dominion Software. The foregoing warranty shall be void in the event of the Dominion Software (i) has been modified by any party other than Dominion or (ii) has been used by the Customer for purposes other than those described herein. As used herein, a “material failure” is any failure that prevents the Dominion Software from functioning substantially in accordance with this Agreement.
- 7.2. Third-Party Products. The warranties herein do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, Dominion shall pass through to the Customer all warranties such manufacturers make to Dominion regarding the operation of such third party products.
- 7.3. NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. **Indemnification.** To the extent permitted by law, each Party to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the services contemplated by this Agreement. In addition, to the extent permitted by law, Customer shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Software and Hardware licensed under this Agreement, in the manner designated by Dominion.
9. **Limitation of Liability.** DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Confidential Information.**
- 10.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 10.1. Confidential Information includes all Dominion Software source and object code and written documentation associated therewith.
- 10.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
- 10.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, to any person properly seeking discovery before any such agency or court, or as may be required by law.
- 10.4. Each Party shall be given the ability to defend the confidentiality of its Confidential



Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

11. **Termination.** If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the material breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.
12. **Risk of Loss Insurance, Title.** Customer shall bear the risk of loss or damage to the Hardware and Dominion Software after Customer receipt of the Hardware and Dominion Software to the degree that Dominion demonstrates that the Customer is responsible for the loss or damage to the Hardware and Software. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees prescribed under this Agreement. Customer may, at its own expense and option, obtain and maintain property and casualty insurance for the Hardware and Dominion Software against all risks of loss or damage. The amount of such insurance shall not be less than the replacement cost of the Hardware and Dominion Software, which is \$45,000 plus shipping. All policies for such insurance shall (i) designate Dominion as an additional insured and Dominion and Customer as loss payees, as their interests may appear and (ii) contain a provision that entitles Dominion to written notice prior to cancellation or modification of such insurance policy. Title to the Hardware and Dominion Software will remain with Dominion and will not pass to the Customer.
13. **Assignment and Right to Subcontract.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.
14. **Governing Law.** This Agreement will be construed under the laws of the Colorado, and the courts within Mesa County Colorado or the United States District Court for the District of Colorado shall have jurisdiction for all actions to enforce this Agreement.
15. **Survival.** The provisions of Sections and Subsections 1, 2, 3, 7, 8, 9, 14, and 18 shall survive the expiration or termination of this Agreement.
16. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, war, acts of terrorism; natural disasters; pandemic; industry-wide labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, the Parties shall use their best efforts

to minimize the adverse consequences of any such circumstances.

17. **No Third Party Beneficiaries.** Dominion and Customer agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.
18. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.
19. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions herein.
20. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when, personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems Inc.  
PO Box 343  
Broomfield, CO 80038

If to the Customer:

City Clerk  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
[laurab@gjcity.org](mailto:laurab@gjcity.org)

Copy to:

City Attorney  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
[johns@gjcity.org](mailto:johns@gjcity.org)

21. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and



the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**



\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
John Poulos

\_\_\_\_\_  
PRINTED NAME

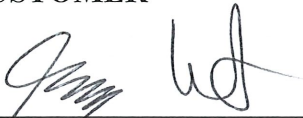
\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
8/16/2022

\_\_\_\_\_  
DATE

**CUSTOMER**



\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Greg Caton

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
6/2/2022

\_\_\_\_\_  
DATE



## EXHIBIT A

### HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT

#### Hardware Rental, Services, Pricing and Payment Summary

**System Description.** Prices of equipment rental, licenses, and related services for voting, vote counting, and result processing. Note: There may be additional costs for consumable items, such as iButtons. These will be invoiced at a later date. Payment for additional consumable items will be invoiced separately, with payment due within thirty (30) days of issuance by Dominion.

Product/Service	Qty	Rental Price	Extension
<b>Central Scanning: Absentee / Vote By Mail Hardware</b>			
ImageCast Central Kit - G2140 (3440 XE)	2	\$2,500.00	\$5,000.00
		<b>Sub-Total</b>	<b>\$5,000.00</b>
<b>Election Management Hardware</b>			
EMS Express Server Kit (3440 XE/X1008)	1	\$0.00	\$0.00
EMS Adjudication Workstation Kit (3440 XE/SS2017)	1	\$0.00	\$0.00
		<b>Sub-Total</b>	<b>\$0.00</b>
<b>Election Management Software</b>			
Democracy Suite Standard	1	\$5,000.00	\$5,000.00
Adjudication Module	1	\$0.00	\$0.00
		<b>Sub-Total</b>	<b>\$5,000.00</b>
<b>Support Services</b>			
Election Database Setup - Tier 3	1.0	\$2,448.00	\$2,448.00
On-site Services - Election Day	1.0	\$4,500.00	\$4,500.00
		<b>Sub-Total</b>	<b>\$6,948.00</b>
<b>Training</b>			
Training (/day)	1.0	\$2,000.00	\$2,000.00
		<b>Sub-Total</b>	<b>\$2,000.00</b>
<b>Estimated Shipping</b>			
Shipping (estimated)	1	\$450.00	\$450.00
		<b>Sub-Total</b>	<b>\$450.00</b>
		<b>TOTAL</b>	<b>\$19,398.00</b>

#### Rental Pricing Notes:

- The above pricing includes the **rental** of the tabulators and software for the election event.
- The above pricing does not include applicable taxes. Any applicable taxes which will be charged extra.
- The Estimated Shipping rate charge shown above is based on Dominion's standard shipping plan and schedule for equipment and consumables. Any extra shipping charges incurred due to the Customer causing a deviation from Dominion's standard shipping plan and schedule will be

charged extra.

- After the Election, the Customer must repackage the tabulators and peripheral equipment in the same manner they were delivered, for pickup by the Dominion shipper. This includes packing equipment in their respective boxes. If the equipment was delivered via skids, the Customer will place the equipment back on the same skids and wrap the skids with shrink wrap. Dominion reserves the right to charge the Customer extra if equipment is not repackaged for pickup in the same way it was delivered.
- The above pricing does not include ballots.
- All equipment must be returned to Dominion no later than May 31, 2023, or additional equipment rental charges may apply (at Dominion's discretion).

**Payment Terms.** Payment in full is due on April 5, 2023.



# ELECTION CONTENT AUTHORIZATION

## Important instructions for Election Official - Please read carefully

Carefully check all ballot styles and reports for accuracy. If applicable, please verify all information included, whether it was submitted by yourself or another entity (e.g. SOS, Special District). Please initial and sign where requested for each check point and return to your programmer. Regardless of time constraints, artwork will not be forwarded to you for printing until this form is returned.

Check Point #1 - Reports		Initial
✓	<b>Districts</b> - used to verify Districts with Precincts/Splits	AP
✓	<b>Precincts</b> - used to verify Precincts with Languages and Districts	AP
✓	<b>Contests</b> - used to verify each Contest with Languages and Choices with the Number of Positions/Vote For #	AP
✓	<b>Ballot Types</b> - used to verify Ballot Types with Precincts and Contests	AP
✓	<b>Tabulators</b> - used to verify all necessary ICC's / ICX's are created	AP
✓	<b>Activation Codes</b> - used to verify machines at VSPCs	AP
Signature: _____		Date: _____
Check Point #2 - Ballots		Initial
✓	All ballot styles are present	AP
✓	All races/questions/referendums are present and listed in proper order	AP
✓	All candidates/choices are present and listed in proper order	AP
✓	All proper races appear on correct ballot styles	AP
✓	Heading and instruction verbiage is accurate	AP
✓	Spelling checked for all races/questions/candidates	AP
✓	Layout is approved	AP
✓	Please sign and return the contest preview report with this sign off	AP
Signature: <i>Pomy Phillips</i>		Date: 2/2/23
Check Point #3 - Audio		Initial
✓	All Election Audio (for audio ballots) is present with correct pronunciations	N/A
✓	ICX Ballot Headers - verify verbiage is accurate and DEO signature is accurate	N/A
Signature: <i>Pomy Phillips</i>		Date: 2/2/23

Jurisdiction/County Name: *City of Grand Junction, Mesa County Colorado*

Ballot Type Proofing Report



GJ1

GJ 1
Ballot Cards
1.GJ 1 - Language English - Default - Paper 1
Contests
1.CITY COUNCIL DISTRICT A - SPECIAL ELECTION
2.CITY COUNCIL DISTRICT B
3.CITY COUNCIL DISTRICT C
4.CITY COUNCIL AT-LARGE
5.CITY OF GRAND JUNCTION REFERRED MEASURE 1A
6.CITY OF GRAND JUNCTION REFERRED MEASURE 1B
Precincts
1.A
2.B
3.C
4.D
5.E

Ballot type



## Contests Proofing Report

CITY COUNCIL DISTRICT A - SPECIAL ELECTION	
Type	Candidacy
Office	City Council Special
District Type	Municipality
District	City of Grand Junction
Parent District	
External Id	
Term Length	2
Vote For	1
Num.Of Write-ins	1
Default Order	1
Report Order	1
Markers Per Position	1
Choices	
1.Cody Kennedy (Regular) 2.Jamie Porta (Regular) 3.Sandra Weckerly (Regular) 4.Write-in (Write In)	

CITY COUNCIL DISTRICT B	
Type	Candidacy
Office	City Council
District Type	Municipality
District	City of Grand Junction
Parent District	
External Id	
Term Length	4
Vote For	1
Num.Of Write-ins	1
Default Order	2
Report Order	2
Markers Per Position	1
Choices	
1.Greg Haitz (Regular) 2.Jason Nguyen (Regular) 3.Michael Deuel (Regular) 4.Write-in (Write In)	

CITY COUNCIL DISTRICT C	
Type	Candidacy
Office	City Council
District Type	Municipality
District	City of Grand Junction
Parent District	
External Id	
Term Length	4
Vote For	1
Num.Of Write-ins	1
Default Order	3
Report Order	3
Markers Per Position	1
Choices	
1.Anna Stout (Regular) 2.Write-in (Write In)	

↑  
 Alpha  
 Deuel  
 Haitz  
 Nguyen

David Stahl  
 project manager  
 Dallas Herrera - Ballot  
 developer

## Contests Proofing Report

CITY COUNCIL AT-LARGE	
Type	Candidacy
Office	City Council At-Large
District Type	Municipality
District	City of Grand Junction
Parent District	
External Id	
Term Length	4
Vote For	1
Num.Of Write-ins	1
Default Order	4
Report Order	4
Markers Per Position	1
Choices	
1.Scott Beilfuss (Regular) 2.Diane Schwenke (Regular) 3.Write-in (Write In)	
CITY OF GRAND JUNCTION REFERRED MEASURE 1A	
Type	Measure
Office	CITY OF GRAND JUNCTION REFERRED MEASURE
District Type	Municipality
District	City of Grand Junction
Parent District	
External Id	
Term Length	0
Vote For	1
Num.Of Write-ins	0

Default Order	5
Report Order	5
Referendum Question	
SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED \$2,300,000 IN 2023 (BEGINNING IN JULY 2023) AND \$4,600,000 IN 2024 (THE FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER UNTIL DECEMBER 31, 2054 BY INCREASING THE CITY'S SALES AND USE TAX RATE FROM 3.25% TO 3.39% BEGINNING JULY 1, 2023 FOR THE PURPOSE OF GENERATING REVENUE TO FINANCE THE COSTS OF DEBT SERVICE, CONSTRUCTION, EQUIPPING, AND FURNISHING, AND IF AVAILABLE, OPERATING AND MAINTAINING, AN INDOOR COMMUNITY RECREATION CENTER (CRC) AT MATCHETT PARK WHICH AS DESCRIBED IN THE ADOPTED 2022 CRC PLAN IS PROJECTED TO PROVIDE AND MAY INCLUDE BUT NOT NECESSARILY BE LIMITED TO A MULTI-GENERATIONAL AQUATIC CENTER WITH A WARM WATER LEISURE POOL CONSISTING OF A LAZY RIVER, ZERO DEPTH ENTRY, WATER PLAYGROUND AND SLIDES, A COOL WATER LAP POOL, AND A WARM WATER THERAPY POOL, A MULTI-SPORT GYMNASIUM, AN INDOOR WALK/JOG TRACK, A FITNESS AND WEIGHTS AREA, MULTI-PURPOSE MEETING ROOMS, AND OTHER COMMUNITY GATHERING AND RECREATION SPACES, AND SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$70,000,000 WITH A REPAYMENT COST OF \$148,500,000 TO PROVIDE FINANCING FOR THE COSTS OF CONSTRUCTION OF THE COMMUNITY RECREATION CENTER (CRC) WITH THE DEBT BEING PAYABLE FROM THE TAX INCREASE OR ANY OTHER GENERAL REVENUE OF THE CITY, PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD BEING DETERMINED BY THE CITY AS NECESSARY AND PRUDENT WITH THE CITY BEING AUTHORIZED TO IMPOSE, COLLECT, RETAIN AND SPEND SUCH REVENUES AND ANY INVESTMENT EARNINGS AND INTEREST ON SUCH REVENUES, AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?	

Markers Per Position	1
Choices	
1.Yes (Regular) 2.No (Regular)	
CITY OF GRAND JUNCTION REFERRED MEASURE 1B	
Type	Measure
Office	CITY OF GRAND JUNCTION REFERRED MEASURE
District Type	Municipality
District	City of Grand Junction
Parent District	
External Id	
Term Length	0
Vote For	1
Num.Of Write-ins	0
Default Order	6
Report Order	6
Referendum Question	



Contests Proofing Report

Shall there be an amendment to Article XIV, Section 124 of the City Charter, as amended, to increase the authorized lease term for 1.1169 acres (48,621 square feet) of property to Colorado Discover Ability located at 599/601 Struthers Avenue in and near Las Colonias Park from 25 years to a term not to exceed a total of 99 years? If approved, Section 124 will read, in relevant part, and without amendment of the balance of the Section, as follows: 124. "No franchise, lease or right to use the streets or the public places, or property of the city, shall be granted by the city, except as in this Charter provided, for a period longer than twenty-five years. The City may lease, for a term not to exceed 99 years, approximately 1.1169 acres of property located at 599/601 Struthers Avenue, Grand Junction Colorado in or near the Las Colonias Park to Colorado Discover Ability, all as described in and for the purposes as stated in Ordinance No. 5116."	
Markers Per Position	1
Choices	
1.FOR THE AMENDMENT (Regular)	
2.AGAINST THE AMENDMENT (Regular)	

*Districts Proofing Report*

---

City of Grand Junction	
Parent	
Type	Municipality
Order	1
Precincts	
All	

Precincts Proofing Report

**A**

External Id	
Has Splits	
Order	1
Districts	
1.City of Grand Junction (Municipality)	

**B**

External Id	
Has Splits	
Order	2
Districts	
1.City of Grand Junction (Municipality)	

**C**

External Id	
Has Splits	
Order	3
Districts	
1.City of Grand Junction (Municipality)	

**D**

External Id	
Has Splits	
Order	4
Districts	
1.City of Grand Junction (Municipality)	

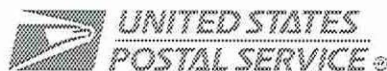
**E**

External Id	
Has Splits	
Order	5
Districts	
1.City of Grand Junction (Municipality)	



## Tabulators Proofing Report

ICC 1	
Number	1
Type	ICC
Polling Location	Election Office
Counting Group	Mail
Num. Of Precincts	MAX
Precincts	
ALL	
ICC 2	
Number	2
Type	ICC
Polling Location	Election Office
Counting Group	Mail
Num. Of Precincts	MAX
Precincts	
ALL	
ICC 3	
Number	3
Type	ICC
Polling Location	Election Office
Counting Group	Mail
Num. Of Precincts	MAX
Precincts	
ALL	



# Application to Mail at Nonprofit USPS Marketing Mail Prices

Application Number:

## Section A - Application (Please read section B on page 2 before completion.)

### Part 1 (For completion by applicant)

- All information entered below must be legible so that our records will show the correct information about your organization.
- The complete name of the organization must be shown in item 1. The name shown must agree with the name that appears on all documents submitted to support this application.
- A complete address representing a physical location for the organization must be shown in item 2. If you receive mail through a Post Office™ box, show your street address first and use alternate address for the box.
- The applicant named in item 7 must be the individual submitting the application for the organization and must be a responsible official of the organization. Printers and mailing agents may not sign for the organization.
- No additional organization categories may be added in item 9. To be eligible for the Nonprofit USPS Marketing Mail prices, the organization must qualify as one of the types listed.
- The applicant must sign the application in item 15.
- The application must be submitted to the Post Office in item 14 and on the date shown in item 17.

No application fee is required. (All information must be complete and typewritten or printed legibly.)

1. Complete Name of Organization (If voting registration official, include title)

City of Grand Junction

2. Street Address of Organization (Include apartment or suite number)

250 North 5th Street

3. City, State, ZIP+4® Code

Grand Junction, CO 81501

4. Alternate Mailing Address

5. Alternate City, State, ZIP+4® Code

6. Telephone (Include area code)

970-244-1533

7. Name of Applicant (Must represent applying organization)

8. Email Address

9. Type of Organization (Check only one)

- |   |   |  |   |  |
|---|---|--|---|--|
| <input type="checkbox"/> (01) Religious   | <input type="checkbox"/> (03) Scientific    | <input type="checkbox"/> (05) Agricultural | <input type="checkbox"/> (07) Veterans  | <input type="checkbox"/> (09) Qualified political committee<br>(Go to item 12)           |
| <input type="checkbox"/> (02) Educational | <input type="checkbox"/> (04) Philanthropic | <input type="checkbox"/> (06) Labor        | <input type="checkbox"/> (08) Fraternal | <input checked="" type="checkbox"/> (10) Voting registration official<br>(Go to item 12) |

Not all nonprofit organizations are eligible for the Nonprofit USPS Marketing Mail prices. Domestic Mail Manual® 703.1 lists certain organizations (such as business leagues, chambers of commerce, civic improvement associations, social and hobby clubs, governmental bodies, and others) that, although nonprofit, do not qualify for the Nonprofit USPS Marketing Mail prices.

10. Is this a for-profit organization or does any of the net income inure to the benefit of any private stockholder or individual?

- ☐ Yes  
☒ No

12. Has this organization previously mailed at the Nonprofit USPS Marketing Mail prices? (If "Yes," list the Post Office locations where mailings were most recently deposited at these prices and provide the nonprofit authorization number, if known.)

- ☐ Yes  
☐ No

11. Is this organization exempt from federal income tax? (If "Yes," attach a copy of the exemption issued by the Internal Revenue Service (IRS) that shows the section of the IRS code under which the organization is exempt. Required if exempt. Do not submit State tax exemption information.)

- ☐ Yes  
☐ No

Has the IRS denied or revoked the organization's federal tax exempt status? (If "Yes," attach a copy of the IRS ruling to this PS Form 3624.)

- ☐ Yes  
☐ No

From your IRS exemption letter, check off the box corresponding to the section under which the organization is exempt:

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> 501(c)(3)   | <input type="checkbox"/> 501(c)(6)  |
| <input type="checkbox"/> 501(c)(8)   | <input type="checkbox"/> 501(c)(19) |
| <input type="checkbox"/> Other 501(c) (____) (See statement in item 9 above) |                                     |

13. Has your organization had Nonprofit USPS Marketing Mail privileges denied or revoked? (If "Yes," list the Post Office (city and state) where the application was denied or authorization was revoked and provide the nonprofit authorization number, if known.)

- ☐ Yes  
☒ No

14. Post Office (not a station or branch) where authorization requested and bulk mailings will be made (City, state, ZIP Code™).

I certify that the statements made by me are true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). I further understand that, if this

application is approved, a postage refund for the difference between the regular USPS Marketing Mail and Nonprofit USPS Marketing Mail prices may be made for only mailings entered at regular USPS Marketing Mail prices at the Post Office identified above while this application is pending, provided that the conditions set forth in Domestic Mail Manual 703.1 and 703.1.9 are met.

15. Signature of Applicant

16. Title

17. Date

### Part 2 (For completion by postmaster or organizing office when application filed)

1. Signature of Postmaster (Or designated representative)

2. Date Application Filed With Post Office (Round stamp)



## Section B—General Information

---

### Organization Eligibility

The Nonprofit USPS Marketing Mail prices may be granted only to:

1. The eight categories (01 through 08) of nonprofit organizations specified on page 1 in section A, item 9.
2. Qualified political committees (category 09), including the national and state committees of political parties as well as certain named congressional committees.
3. Voting registration officials (category 10), including local, state, and District of Columbia voting registration officials.

These organizations are defined in *Domestic Mail Manual (DMM®) 703.1*, available for review at [pe.usps.com](http://pe.usps.com).

To qualify, a nonprofit organization must be both organized and operated for a primary purpose that is consistent with one of the types of organizations in DMM 703.1. Organizations that incidentally engage in qualifying activities do not qualify for the Nonprofit USPS Marketing Mail prices.

---

### Application Procedures

1. Only organizations may apply. Individuals may not apply (except voting registration officials).
  2. Only the one category in item 9 that best describes the primary purpose of the organization may be checked.
  3. The application must be signed by someone in authority in the organization, such as the president or treasurer. It must not be signed by a printer or mailing agent.
  4. The completed PS Form 3624 must be submitted to the Post Office where Nonprofit USPS Marketing Mail mailings will be deposited. If the application is approved, the authorization will apply nationwide. Use PS Form 3623, *Request for Confirmation of Authorization (or Pending Application) to Mail at Nonprofit USPS Marketing Mail Prices*, to deposit at a Post Office location that does participate in *PostalOne!*.
- 

### Supporting Documentation

The documents listed in 1 and 2 below must be submitted with the completed applications for nonprofit organizations. The documents listed in 3 must be submitted for qualified political committees and, in 4, for voting registration officials.

1. Evidence that the organization is nonprofit and that none of its net income inures to the benefit of any private stockholder or individual. Acceptable evidence includes:
    - An Internal Revenue Service (IRS) letter of exemption from payment of federal income tax.
    - If an IRS exemption letter is not available, a complete financial statement from an independent auditor (such as a certified public accountant) substantiating that the organization is nonprofit. A statement from a member of the organization is not sufficient. (*Do not submit State tax exemption information.*)
  2. Documents describing the organization's primary purpose, such as:
    - Organizing instruments that state the purpose for which the group is organized, such as the constitution, articles of incorporation, articles of association, or trust indenture. The organizing instrument, including all amendments to the original, should bear the seal, certification, or signature of the Secretary of State or other appropriate state official. If one or more of these documents are not sealed, certified, or signed by state officials, an officer or other person authorized to sign for the applicant should submit a written declaration certifying that the documents are complete and accurate copies of the originals.
    - Materials showing how the organization actually operated during the previous 6 to 12 months and how it will operate in the future. Bulletins, financial statements, membership forms, publications produced by the organization, minutes of meetings, or a list of its activities may be used.
  3. For qualified political committees (category 09), organizational or other documents substantiating that the applicant is the state or national committee of the political party.
  4. For voting registration officials (category 10), a copy of the statute, ordinance, or other authority establishing responsibility for voter registration.
- 

### Mail Eligibility

An organization authorized to mail at the Nonprofit USPS Marketing Mail prices may mail only its own matter at those prices. It may not delegate or lend the use of its Nonprofit USPS Marketing Mail authorization to any other person or organization. Cooperative mailings may be made at the Nonprofit USPS Marketing Mail prices only if each of the cooperating organizations is individually authorized to mail at those prices.

DMM 703.1 discusses the specific restrictions against the mailing of certain advertising materials and products.

---



**Postal Service™ Checklist for PS Form 3624,  
Application to Mail at Nonprofit USPS Marketing Mail Prices**

Name of Organization

The organization above provided the following evidence of eligibility for Nonprofit USPS Marketing Mail prices.

1. Nonprofit Status (Select at least one)

- ☐ IRS letter of exemption from payment of federal income tax
- ☐ Financial statement prepared by an independent auditor substantiating organization's nonprofit status (statement must include balance sheets, notes, etc.)
- ☐ Place of Worship

2. Organization (One complete copy; check all that apply. Must select at least one.)

- ☐ Articles of Incorporation      ☐ Articles of Association      ☒ Charter      ☐ Constitution
- ☐ Enabling Legislation      ☐ Trust Indenture      ☐ Other (Explain):

3. Operation (Several samples of each; check types of information included with application)

- ☐ Bulletins      ☐ Brochures      ☐ Financial statements      ☐ Listing of activities for past 6 to 12 months
- ☐ Membership applications      ☐ Minutes of meetings      ☐ Newsletters
- ☐ Organizational or other documents substantiating that the applicant is the state or national committee of the political party
- ☐ A copy of the statute, ordinance or other authority establishing responsibility for voter registration
- ☐ Other (Explain):

The name on all the documents presented as evidence must match the name on the application. If they do not match, please explain.

Postmaster: *PostaOne!* offices must enter the information from the application into the *PostaOne!* system.

Non-*PostaOne!* offices must mail the application and documentation to the Pricing and Classification Service Center.

I certify that the applicant has completed all the items on the application and that each item is legible.

Signature of Postmaster (Or designated representative)

Date

Telephone (Include area code)

Post Office (City, state, ZIP Code™)

Date Application Returned to Organization for Correction

Date Application and Documentation Sent to Pricing and Classification Service Center

# Postage Statement—Nonprofit USPS Marketing Mail Easy—Nonautomation Letters or Flats

This form may be used only for a single nonautomation price mailing of identical-weight pieces. Use PS Form 3602-N for all other regular Nonprofit USPS Marketing Mail mailings. Checklists and other tools for mailers are available on the Postal Explorer website at [pe.usps.com](http://pe.usps.com).

<b>Mailer</b>	<b>Permit Holder</b> Name, Address, Email, Telephone _____		Federal Agency Cost Code _____		Statement Seq. No. _____		Weight of a Single Piece _____ pounds	
	USPS Nonprofit Auth. No. _____		Total Pieces _____		Processing Category <input type="checkbox"/> Letters <input type="checkbox"/> Flats		Total Weight _____ pounds	
	CRID _____		Total Weight _____		Permit # _____		<input type="checkbox"/> Mailpiece is a product sample	
	Post Office of Mailing _____		Mailing Date _____		<input type="checkbox"/> Letter-size or flat mailpiece contains DVD/CD or other disk		No. & Type of Containers _____ Sacks _____ Trays _____ Pallets	
<b>Mailing</b>	Type of Postage <input type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered		Mailing Method <input type="checkbox"/> Alternative Method <input type="checkbox"/> Multiple <input type="checkbox"/> OneCode ACS <input type="checkbox"/> n/a Alternative Address Format		This is a Political Campaign Mailing <input type="checkbox"/> Yes <input type="checkbox"/> No		This is Official Election Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Move Update Method <input type="checkbox"/> Ancillary Service Endorsement <input type="checkbox"/> NCOA Line <input type="checkbox"/> ACS		Total Postage (Add parts totals) _____		Price at Which Postage Affixed (Check one): <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither		Complete if mailing includes pieces bearing metered/PO Postage or precanceled stamps. _____ pcs. x \$ _____ = Postage Affixed	
<b>Postage</b>	Permit # _____		Net Postage Due (Subtract postage affixed from total postage) _____		Additional Postage Payment (State reason) _____		Total Adjusted Postage Affixed _____	
	For postage affixed, add additional payment to net postage due; for permit imprint, add additional payment to total postage.		Postmaster: Report Total Postage in AIC 125 (Permit Imprint Only)		Total Adjusted Postage Permit Imprint _____		The mailer's signature certifies that: (1) the mailing complies with DMM 703; (2) the income derived from the sale of any products or services advertised in the mailing is not subject to the Unrelated Business Income Tax (UBIT) and any products and services advertised are substantially related to the nonprofit organization's authorized purpose within the meaning of 39 U.S.C. 3626(i)(1)(d)(ii)(I) and 26 U.S.C. 513(A); (3) the mailing if made by a voting registration official is required or authorized under the National Voter Registration Act of 1993; and (4) it will agree to pay, subject to appeal, any revenue deficiencies assessed on this mailing. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer, and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful and complete; that the mail and supporting documentation comply with all postal standards and that the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment. Privacy Notice: For information regarding our Privacy Policy visit <a href="http://www.usps.com">www.usps.com</a> .	
<b>USPS Use Only</b>	Signature of Mailer or Agent _____		Printed Name of Mailer or Agent Signing Form _____		Telephone _____		Round Stamp (Required) Payment Date _____	
	Weight of a Single Piece _____ pounds		Total Weight _____		Are postage figures at least adjusted from mailer's entries? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, reason: _____		Total Pieces _____	
<b>USPS Use Only</b>	Total Postage _____		Presort Verification Performed? (If required) <input type="checkbox"/> Yes <input type="checkbox"/> No		I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee; and (5) sufficient funds on deposit (if required)		Date Mailing Notified _____	
	USPS Employee's Signature _____		Print USPS Employee's Name _____		By (Initials) _____		Time _____ AM _____ PM	
	Total Postage _____		Date Mailing Notified _____		Contact _____		By (Initials) _____	
	Total Postage _____		Date Mailing Notified _____		Contact _____		By (Initials) _____	
	Total Postage _____		Date Mailing Notified _____		Contact _____		By (Initials) _____	

# Nonprofit USPS Marketing Mail Postage

## Part B — Nonautomation Letters

### Machinable Letters 3.5 oz. (0.2188 lbs.) or less

	Entry	Price Category	Price	No. of Pieces	Total Postage
B1	None	AADC	\$0.197		
B2	None	Mixed AADC	0.213		
B3	DNDC	AADC	0.174		
B4	DNDC	Mixed AADC	0.190		
B5	DSCF	AADC	0.167		

### Nonmachinable Letters 4 oz. (0.25 lbs.) or less

	Entry	Price Category	Price	No. of Pieces	Total Postage
B6	None	5-Digit	\$0.405		
B7	None	3-Digit	0.530		
B8	None	ADC	0.594		
B9	None	Mixed ADC	0.675		
B10	DNDC	5-Digit	0.336		
B11	DNDC	3-Digit	0.461		
B12	DNDC	ADC	0.525		
B13	DNDC	Mixed ADC	0.606		
B14	DSCF	5-Digit	0.314		
B15	DSCF	3-Digit	0.439		
B16	DSCF	ADC	0.503		

### Nonmachinable Letters Over 4 oz. (0.25 lbs.) but less than 16 oz. (1 lbs.)

	Entry	Price Category	Piece Price	Or Amount Affixed	No. of Pieces	Pieces Subtotal	Pound Price	Pounds	Pounds Subtotal	Subtotal Postage	Total Postage
B17	None	5-Digit	\$0.173				\$0.927				
B18	None	3-Digit	0.298				0.927				
B19	None	ADC	0.362				0.927				
B20	None	Mixed ADC	0.443				0.927				
B21	DNDC	5-Digit	0.173				0.651				
B22	DNDC	3-Digit	0.298				0.651				
B23	DNDC	ADC	0.362				0.651				
B24	DNDC	Mixed ADC	0.443				0.651				
B25	DSCF	5-Digit	0.173				0.563				
B26	DSCF	3-Digit	0.298				0.563				
B27	DSCF	ADC	0.362				0.563				

For affixed postage mailings as described in DMM 243, compute and enter the price for each piece in the Amount Affixed column, multiply by No. of Pieces and total in the Total column.

B28	Part B Total (Add lines B1 — B27)										
-----	-----------------------------------	--	--	--	--	--	--	--	--	--	--

## Part E — Nonautomation Flats

### Flats 4 oz. (0.25 lbs.) or less

	Entry	Price Category	Price	No. of Pieces	Total Postage
E1	None	5-Digit	\$0.405		
E2	None	3-Digit	0.530		
E3	None	ADC	0.594		
E4	None	Mixed ADC	0.675		
E5	DNDC	5-Digit	0.336		
E6	DNDC	3-Digit	0.461		
E7	DNDC	ADC	0.525		
E8	DNDC	Mixed ADC	0.606		
E9	DSCF	5-Digit	0.314		
E10	DSCF	3-Digit	0.439		
E11	DSCF	ADC	0.503		

E12	Part E Total (Add lines E1 — E11)										
-----	-----------------------------------	--	--	--	--	--	--	--	--	--	--



602 Burkey Rd  
Bulk Mail Unit