

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)  
COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT (“CIC”) No. 14**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
Fax: (303) 987-2032

**NOTICE OF A SPECIAL MEETING AND AGENDA**

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2023/May 2023
Otis Moore, III	Treasurer	2025/May 2025
Theodore Laudick	Assistant Secretary	2025/May 2025
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2025/May 2023
Ann Finn	Secretary	

DATE: September 29, 2022

TIME: 10:00 a.m.

PLACE: VIA Conference Call

**TO ATTEND THIS MEETING DIAL THE PHONE NUMBER BELOW, AND  
ENTER THE INDICATED MEETING ID NUMBER AND PASSCODE WHEN  
PROMPTED:**

**Teleconference information:**

**Phone Number: 1-669-900-6833**

**Meeting ID: 434 948 0582**

**Passcode: 355867**

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda; confirm location of meeting and posting of meeting notices.

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C. Review and approve Minutes of the July 25, 2022 Regular Meeting (enclosures).

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D. Review and consider approval of the TownCloud Subscription Agreement (enclosure).

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II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
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III. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims for the period ending August 31, 2022 in the amount of \$243,487.56 (**DHP**) (enclosure).
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- B. Conduct Public Hearing to consider Amendment to 2021 Budget and consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures (**DHP, CIC No. 14**).
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- C. Ratify approval of 2021 Audit, and authorize execution of Representations Letter (to be distributed) (**DHP, CIC No. 14**).
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IV. CAPITAL MATTERS

- A. \_\_\_\_\_

V. OPERATIONS AND MAINTENANCE

- A. Discuss operation and maintenance services for 2023.
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VI. LEGAL MATTERS

- A. \_\_\_\_\_

VII. OTHER BUSINESS

- A. \_\_\_\_\_

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 24, 2022.**

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 HELD JULY 25, 2022

A regular meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 13 (referred to hereafter as the "District") was convened on Monday, the 25th day of July, 2022, at 1:00 p.m., via conference call. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Andrew Klein  
Otis Moore, III  
Theodore Laudick

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the agenda was approved, as amended.

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting

## RECORD OF PROCEEDINGS

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would be held by telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**Absence of Director Kevin Smith:** The Board noted Director Kevin Smith's absence from the meeting, and the absence was not excused by the Board.

**Appointment of Officers:** Upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Theodore Laudick

**Minutes:** The Board reviewed the Minutes of the May 23, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Minutes of the May 23, 2022 Regular Meeting.

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### **PUBLIC COMMENTS**

There were no public comments.

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### **FINANCIAL MATTERS**

**Cash Position Schedule:** Mr. Leavitt reviewed with the Board the Cash Position Schedule for the period ending December 31, 2021, updated as of July 25, 2022.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2021, updated as of July 25, 2022.

**Maintenance Fees:** The Board entered into discussion regarding the status of imposition of maintenance fees. Following discussion, the Board requested an update for the next Board meeting.

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### **CAPITAL MATTERS**

There were no capital matters at this time.

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## RECORD OF PROCEEDINGS

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**OPERATIONS AND MAINTENANCE**    None.  
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**LEGAL MATTERS**    There were no legal matters to discuss at this time.  
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**OTHER BUSINESS**    There was no other business to discuss at this time.  
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**ADJOURNMENT**    There being no further business to come before the Board at this time, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 HELD JULY 25, 2022

A regular meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 14 (referred to hereafter as the "District") was convened on Monday, the 25th day of July, 2022, at 1:00 p.m., via conference call. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Andrew Klein  
Otis Moore, III  
Theodore Laudick

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the agenda was approved, as amended.

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting

## RECORD OF PROCEEDINGS

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would be held by telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**Absence of Director Kevin Smith:** The Board noted Director Kevin Smith's absence from the meeting, and the absence was not excused by the Board.

**Appointment of Officers:** Upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Theodore Laudick

**Minutes:** The Board reviewed the Minutes of the May 23, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Minutes of the May 23, 2022 Regular Meeting.

\_\_\_\_\_

There were no public comments.

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### **PUBLIC COMMENTS**

### **FINANCIAL MATTERS**

**Cash Position Schedule:** Mr. Leavitt reviewed with the Board the Cash Position Schedule for the period ending December 31, 2021, updated as of July 25, 2022.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2021, updated as of July 25, 2022.

**2021 Audit:** Mr. Leavitt discussed the status of the 2021 Audit, noting that an application for extension of time to file the 2021 Audit has been filed with the State Auditor.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board ratified approval of the 2021 Audit (subject to attorney review and to the receipt of an unmodified opinion letter from the auditor), ratified the authorization of execution of the Representations Letter, and authorized the filing of the 2021 Audit with the State Auditor by the extended statutory deadline of September 30, 2022.

## RECORD OF PROCEEDINGS

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**Maintenance Fees:** The Board entered into discussion regarding the status of imposition of maintenance fees. Following discussion, the Board requested an update for the next Board meeting.

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**CAPITAL MATTERS**

There were not capital matters at this time.

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**OPERATIONS AND MAINTENANCE**

None.

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**LEGAL MATTERS**

**Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Storage Brothers, LLC:** Attorney Hoistad reviewed with the Board the Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Storage Brothers, LLC.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Klein and, upon vote, unanimously carried, the Board ratified the approval of the Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Storage Brothers, LLC.

**Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Bottling Group Exchange Co., LLC:** Attorney Hoistad reviewed with the Board the Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Bottling Group Exchange Co., LLC.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Klein and, upon vote, unanimously carried, the Board ratified the approval of the Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Bottling Group Exchange Co., LLC.

**Agreement and Assignment Regarding Metropolitan District Payments between Storage Brothers, LLC and ACM High Point VI LLC:** The Board reviewed the Agreement and Assignment Regarding Metropolitan District Payments between Storage Brothers, LLC and ACM High Point VI LLC.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Klein and, upon vote, unanimously carried, the Board acknowledged the Agreement and Assignment Regarding Metropolitan District Payments between Storage Brothers, LLC and ACM High Point VI LLC.



**RECORD OF PROCEEDINGS**

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**Agreement and Assignment Regarding Metropolitan District Payments between Bottling Group Exchange Co., LLC and ACM High Point VI LLC:**

The Board reviewed the Agreement and Assignment Regarding Metropolitan District Payments between Bottling Group Exchange Co., LLC and ACM High Point VI LLC.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Klein and, upon vote, unanimously carried, the Board acknowledged the Agreement and Assignment Regarding Metropolitan District Payments between Bottling Group Exchange Co., LLC and ACM High Point VI LLC.

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**OTHER BUSINESS**

There was no other business.

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD JULY 25, 2022

A regular meeting of the Board of Directors (referred to hereafter as the "Board") of the Denver High Point at DIA Metropolitan District (referred to hereafter as the "District") was convened on Monday, the 25th day of July, 2022, at 1:00 p.m., via conference call. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Andrew Klein  
Otis Moore, III  
Theodore Laudick

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the agenda was approved, as amended.

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting would be held by telephonic means. The Board further noted that notice of the time,

## RECORD OF PROCEEDINGS

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date and location was duly posted and that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**Absence of Director Kevin Smith:** The Board noted Director Kevin Smith's absence from the meeting, and the absence was not excused by the Board.

**Appointment of Officers:** Upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Theodore Laudick

**Minutes:** The Board reviewed the Minutes of the May 23, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Minutes of the May 23, 2022 Regular Meeting.

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There were no public comments.

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### **PUBLIC COMMENTS**

### **FINANCIAL MATTERS**

**Claims:** Mr. Leavitt reviewed with the Board the payment of claims for the period ending June 30, 2022 in the amount of \$208,209.22.

Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending June 30, 2022 in the amount of \$208,209.22.

**Cash Position Schedule:** Mr. Leavitt reviewed with the Board the Cash Position Schedule for the period ending December 31, 2021, updated as of July 25, 2022.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2021, updated as of July 25, 2022.

**2021 Audit:** Mr. Leavitt discussed the status of the 2021 Audit, noting that an application for extension of time to file the 2021 Audit has been filed with the State Auditor.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board ratified approval of the 2021 Audit (subject to attorney review and to the receipt of an unmodified opinion letter from the auditor), ratified the authorization of execution of the Representations Letter, and authorized the filing of the 2021 Audit with the State Auditor by the extended statutory deadline of September 30, 2022.

**Maintenance Fees:** The Board entered into discussion regarding the status of imposition of maintenance fees. Following discussion, the Board requested an update for the next Board meeting.

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### **CAPITAL MATTERS**

**Hudick Excavating, Inc. for the High Point at DIA Filing Two/High Point Blvd Infrastructure Project:** The Board discussed the final payment to Hudick Excavating, Inc. for the High Point at DIA Filing Two/High Point Blvd Infrastructure Project.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the Board ratified approval of the final payment to Hudick Excavating, Inc. for the High Point at DIA Filing Two/High Point Blvd Infrastructure Project.

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### **OPERATIONS AND MAINTENANCE**

There were no operations and maintenance matters.

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### **LEGAL MATTERS**

**Agreement and Assignment Regarding Metropolitan District Payments between Storage Brothers, LLC and ACM High Point VI LLC:** The Board reviewed the Agreement and Assignment Regarding Metropolitan District Payments between Storage Brothers, LLC and ACM High Point VI LLC.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Klein and, upon vote, unanimously carried, the Board acknowledged the Agreement and Assignment Regarding Metropolitan District Payments between Storage Brothers, LLC and ACM High Point VI LLC.

**Agreement and Assignment Regarding Metropolitan District Payments between Bottling Group Exchange Co., LLC and ACM High Point VI LLC:** The Board reviewed the Agreement and Assignment Regarding Metropolitan District Payments between Bottling Group Exchange Co., LLC and ACM High Point VI LLC.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Klein and, upon vote, unanimously carried, the Board acknowledged the Agreement and Assignment Regarding Metropolitan District

## RECORD OF PROCEEDINGS

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Payments between Bottling Group Exchange Co., LLC and ACM High Point VI LLC.

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**OTHER BUSINESS**    There was no other business.

**ADJOURNMENT**    There being no further business to come before the Board at this time, upon motion duly made by Director Klein, seconded by Director Moore and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

# Subscription Services Agreement

TownCloud, Inc. (“**TownCloud**”) has developed certain technology, as further described below, to provide municipalities with application based management services. This Subscription Services Agreement (this “**Agreement**”) sets forth the terms and conditions under which TownCloud will provide the Services (as defined below). Please read this Agreement carefully. By clicking “I AGREE” or by using or accessing the TownCloud System, you, on behalf of the municipality you represent (referred to herein as the “**Customer**”) acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

## 1. **Definitions.**

- 1.1. “**TownCloud System**” means TownCloud’s Internet cloud-based application software platform for use by local governments and municipalities to which Customer is granted access in accordance with this Agreement.
- 1.2. “**Customer Data**” means all data and information submitted to TownCloud by Customer either by an End User or a Public User in connection with the Services.
- 1.3. “**Documentation**” means TownCloud’s user manuals, handbooks, online materials, or service specifications furnished by TownCloud that describe the features, functionality or operation of the Services.
- 1.4. “**End Users**” means any employee, contractor or other representative of Customer who are authorized by Customer to use the Services on behalf of Customer.
- 1.5. “**Public Users**” means members of the general public who have been granted access to certain publically accessible portions of the TownCloud System (as described in the Documentation) as determined and controlled by Customer.
- 1.6. “**Services**” means the subscription-based software-as-a-service solution delivered via the TownCloud System as made available by TownCloud pursuant to this Agreement, in configurations and including those software applications included as part of Customer’s Subscription package.
- 1.7. “**Subscription**” means an enrollment for the Services as set forth in this Agreement.

2. **Services.** This Agreement governs Customer’s access to and use of the TownCloud System on a Subscription basis during the applicable Subscription term (as defined in Section 6). The Services and TownCloud System are accessed via a web browser interface and are made available through TownCloud’s third party web hosting service provider. This Agreement shall govern all Services purchased by Customer from TownCloud. Subscriptions may be purchased online through TownCloud’s website. By ordering a Subscription, Customer agrees to the system configurations and limitations applicable to that Subscription.

## 3. **Rights and Restrictions.**

- 3.1. **Right to Use and Licenses.** Subject to the terms and conditions of this Agreement, TownCloud grants to Customer, during the applicable Subscription term, a non-exclusive, non-transferable, non-sublicensable right to access and use the TownCloud System, and any related Documentation, as made available to Customer by TownCloud as part of the Services purchased by Customer and in accordance with the Documentation and the terms and conditions of this Agreement.

- 3.2. **Restrictions.** TownCloud grants Customer the right to access and use the Services solely for Customer's internal business purposes, as further described in this Agreement. The TownCloud System may only be accessed and used by the number of End Users specified in the applicable Subscription purchased by Customer. Customer agrees not to: (a) reverse engineer, decompile or disassemble any part of the TownCloud System, or work around technical limitations in the Services, except to the extent permitted by applicable law; (b) disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters use of the Services; (c) rent, lease, lend, resell, transfer the Services, or any portion thereof, to or for third parties except as expressly permitted in this Agreement, or otherwise use the Services for the benefit of a third party or to operate a service bureau; (d) attempt to probe, scan, penetrate or test the vulnerability of the TownCloud System or any network used by TownCloud to deliver the Services, or to breach TownCloud's security or authentication measures, whether by passive or intrusive techniques, unless agreed upon by both parties in writing; or (e) otherwise use the Services in any manner that exceeds the scope of use permitted hereunder.
- 3.3. **End User Accounts; Public Users.** Customer is responsible for all activities that occur under Customer's End User accounts that would constitute a violation of the terms of this Agreement. In addition, Customer controls and is solely responsible for any use of or access to the TownCloud System by any Public Users, including any access to Customer Data or any information that a Public User provides in connection with such use. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Services. Customer agrees to promptly notify TownCloud of any misuse of authentication credentials or of any unauthorized use of or access to Customer Data of which it becomes aware.
- 3.4. **Customer Data.** TownCloud, through its third party hosting service provider, uses commercially reasonable methods to protect Customer Data against unauthorized access or use. However, Customer must secure and maintain all rights in Customer Data necessary for TownCloud to provide the Services without violating the rights of any third party, including any privacy rights, and is responsible for any consents required for such Customer Data, and Customer is responsible for compliance with any laws or regulations applicable to the storage of Customer Data and any publication of or access to Customer Data granted by Customer.
4. **Support.** As part of the Services, TownCloud will provide limited front-line support to Customer and its End Users and representatives identified in Customer's service package as described on the TownCloud website. Customer is solely responsible for supporting any Public User's access to the TownCloud System or Services as permitted hereunder.
5. **Fees; Payment; Taxes.** Customer shall pay TownCloud the monthly, non-refundable Service fees set forth in the pricing schedule applicable to Customer's Subscription package, as described on the TownCloud website ("Fees"). TownCloud reserves the right to increase the Fees applicable to any Renewal Term (as defined in Section 6 hereof). The method of payment is established by Customer at the time of the Subscription purchase. If Customer pays by credit card, Customer authorizes TownCloud to charge Customer for the Fees using the credit card information provided by Customer. TownCloud charges and collects Fees in advance, and TownCloud will automatically renew monthly Subscriptions and charge Customer for any Renewal Term, unless other terms are agreed to by TownCloud. Customer shall be responsible for all taxes associated with Services other than taxes based on TownCloud's net income. Customer agrees to provide TownCloud with

complete and accurate billing and contact information, including Customer's legal name, street address, e-mail address, credit card information and name and telephone number of an authorized billing contact. Customer agrees to update this information within five (5) business days of any changes. If the contact information provided is false or fraudulent or if a credit card charge is denied, TownCloud reserves the right to terminate access to the Services in addition to any other legal remedies. TownCloud may charge interest for all outstanding balances at a rate equal to the lesser of one and one half percent (1½%) per month or the maximum rate permitted by applicable law, from the due date until paid.

6. **Term and Termination.** Each Subscription has a term of thirty (30) days and will be automatically renewed for successive thirty (30) day periods (each, a "Renewal Term"). Customer may terminate the Agreement by giving written notice to TownCloud through methods described in the TownCloud website. TownCloud may terminate this Agreement and Customer's access to the Services immediately if Customer is in breach of any of the terms hereof or at any time exceeds the scope of use permitted hereunder. Upon termination or expiration of this Agreement for any reason; (a) any amounts owed to TownCloud under this Agreement will be immediately due and payable; (b) all rights granted to Customer in this Agreement will immediately cease to exist, and (c) Customer must promptly discontinue all use of the TownCloud System. Termination of a Subscription includes removal of access to the all Services, and, unless otherwise agreed to by TownCloud, will result in the return or deletion of all Customer Data and the deletion of all login data, password and all related information. TownCloud will not be obligated to provide refunds for any Fees previously paid by Customer for any termination of this Agreement. Sections 7 through 12 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.
7. **Ownership.** The TownCloud System and Documentation, including all copies, improvements, enhancements, modifications and derivative works thereof, and all worldwide intellectual property rights and other proprietary rights relating thereto or embodied therein, are the exclusive property of TownCloud and its licensors and suppliers. TownCloud and its licensors and suppliers reserve all rights in and to the TownCloud System not expressly granted to Customer in this Agreement, and no other licenses or rights are granted by implication, estoppel or otherwise.
8. **Confidentiality.** Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain business, technical or financial information relating to the other party, all of which is confidential and proprietary ("Proprietary Information"). Each party and its employees and agents shall, at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than in the course of its duties as expressly provided in this Agreement; nor shall such party or its employees or agents disclose any such Proprietary Information to any person without the other party's prior written consent. Each party acknowledges that its breach of this Section may cause irreparable damage to the other party and hereby agrees that the disclosing party will be entitled to seek injunctive relief under this Section, as well as such further relief as may be granted by a court of competent jurisdiction. A party's obligations under Section 8 with respect to any Proprietary Information of the other party will terminate if such information: (a) was already known to the recipient at the time of disclosure; (b) was disclosed to the recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the recipient has become, generally available to the public. In addition, recipient



will be allowed to disclose Proprietary Information to the extent that such disclosure is required by law (including a disclosure required under a valid Freedom of Information Act request) or by the order of a court of similar judicial or administrative body, provided that the recipient notifies the discloser of such required disclosure promptly and in writing and cooperates with the discloser, at the discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9. **Warranties and Disclaimers.** TOWNCLOUD PROVIDES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TOWNCLOUD DOES NOT GUARANTEE THAT THE USE OF THE SERVICES AND ACCESS TO THE CUSTOMER DATA WILL BE UNINTERRUPTED OR ERROR-FREE. THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TOWNCLOUD AND CUSTOMER AND THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.
10. **Limitation of Liability.** TownCloud's aggregate liability for all claims asserted under this Agreement is limited to direct damages paid under this Agreement for one (1) month of Services. OTHER THAN LIABILITY ARISING UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11 HEREOF, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE OTHER PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE THE OTHER PARTY FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.
11. **Indemnity.** Customer will defend at its own expense any claim or action brought by a third party against TownCloud, to the extent the claim or action arises from or is related to (a) Customer's use of the Services in any manner that breaches or violates the terms of this Agreement; (b) use of or access to the Services, the Customer Data or the TownCloud System by any End User or Public User; or (c) the negligence or willful misconduct of Customer, excluding any claim or action to the extent arising from a breach of the terms of this Agreement by TownCloud, and Customer will indemnify and hold TownCloud harmless from and against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to any such claim or action. TownCloud agrees to notify Customer promptly in writing of such action or claim; provided that failure to give such notice will not relieve Customer of its obligations hereunder except to the extent any delay compromises Customer's ability to defend such action or claim.
12. **General.** This Agreement is personal in nature and the Customer agrees not to assign or transfer any rights or delegate any obligations under this Agreement without TownCloud's prior written consent. Customer grants to TownCloud a limited, non-transferrable, worldwide license to use Customer's name and likeness on any marketing materials of TownCloud, including, but not limited to, TownCloud's website, to promote TownCloud's services. Except as expressly stated in this Agreement, any waiver, modification or amendment of any provision of this Agreement will be effective only if in form of a written amendment to this Agreement and agreed to by Customer and TownCloud either through signature or through an on-line acceptance form provided on the TownCloud website. Notwithstanding the foregoing, TownCloud may modify or amend the terms of this Agreement applicable to any Renewal Term by providing notice to Customer during the then-

current term via electronic mail or through the Services, and Customer's continued use of the Services will constitute acceptance of such modifications or amendments. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then such provision will be fully severable and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provision were not a part hereof. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. The terms of any purchase order or similar document submitted by Customer will have no effect. This Agreement will be governed and construed in accordance with the laws of the State of Colorado. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

**Customer**

Signature
Title
Printed Name
Date



# TownCloud

## QUOTE

Company Address 555 Eldorado Blvd. Suite 100  
 Broomfield, Colorado 80021  
 United States

Created Date 8/30/2022  
 Expiration Date 9/30/2022  
 Quote Number 00000687

Description Retail Cost:  
 \$350 - one-time setup fee  
 \$99/mo - subscription up to 5 admin  
  
 3 Year Prepaid Subscription Special Offer  
 - \$350 startup fee waived  
 - 30% subscription discount for first 3 years

Prepared By Chris Haywood  
 Phone (720) 722-0349  
 Email chaywood@towncloud.com

Contact Name Ann E. Finn  
 Phone 303-987-0835  
 Email afinn@sdmsi.com

Bill To Name Colorado International Center Metropolitan  
 District No. 13  
  
 Bill To 141 Union Boulevard  
 Suite 150  
 Lakewood, Colorado 80228  
 United States

Product	List Price	Sales Price	Quantity	Discount	Total Price
Website Startup Fee (per site)	\$350.00	\$350.00	1.00	100.00%	\$0.00
Website Subscription (per year)	\$1,188.00	\$1,188.00	3.00	30.00%	\$2,494.80

Total Price \$2,494.80

By signing below, I acknowledge that I have read and agree to the TownCloud, Inc. **Subscription Services Agreement** located at <https://towncloud.com/subscription-services-agreement/>.

Customer Signature	TownCloud Signature
	Christopher Haywood, Manager
Printed Name & Title	Printed Name & Title

**Billing Email and any special instructions:**




# TownCloud

## QUOTE

Company Address 555 Eldorado Blvd. Suite 100  
Broomfield, Colorado 80021  
United States

Created Date 8/30/2022

Expiration Date 9/30/2022

Quote Number 00000688

Description Retail Cost:  
\$350 - one-time setup fee  
\$99/mo - subscription up to 5 admin  
  
3 Year Prepaid Subscription Special Offer  
- \$350 startup fee waived  
- 30% subscription discount for first 3 years

Prepared By Chris Haywood  
Phone (720) 722-0349  
Email chaywood@towncloud.com

Contact Name Ann E. Finn  
Phone 303-987-0835  
Email afinn@sdmsi.com


Bill To Name Colorado International Center Metropolitan  
District No. 14

Bill To 141 Union Boulevard  
Suite 150  
Lakewood, Colorado 80228  
United States

Product	List Price	Sales Price	Quantity	Discount	Total Price
Website Startup Fee (per site)	\$350.00	\$350.00	1.00	100.00%	\$0.00
Website Subscription (per year)	\$1,188.00	\$1,188.00	3.00	30.00%	\$2,494.80

Total Price \$2,494.80

By signing below, I acknowledge that I have read and agree to the TownCloud, Inc. **Subscription Services Agreement** located at <https://towncloud.com/subscription-services-agreement/>.

	
Customer Signature	TownCloud Signature
	Christopher Haywood, Manager
Printed Name & Title	Printed Name & Title

Billing Email and any special instructions:




# TownCloud

## QUOTE

Company Address 555 Eldorado Blvd. Suite 100  
Broomfield, Colorado 80021  
United States

Created Date 8/30/2022  
Expiration Date 9/30/2022  
Quote Number 00000691

Description Retail Cost:  
\$350 - one-time setup fee  
\$99/mo - subscription up to 5 admin  
  
3 Year Prepaid Subscription Special Offer  
- \$350 startup fee waived  
- 30% subscription discount for first 3 years

Prepared By Chris Haywood  
Phone (720) 722-0349  
Email chaywood@towncloud.com


Contact Name Ann E. Finn  
Phone 303-987-0835  
Email afinn@sdmsi.com

Bill To Name Denver High Point At DIA Metropolitan District  
Bill To 141 Union Boulevard  
Suite 150  
Lakewood, Colorado 80228  
United States

Product	List Price	Sales Price	Quantity	Discount	Total Price
Website Startup Fee (per site)	\$350.00	\$350.00	1.00	100.00%	\$0.00
Website Subscription (per year)	\$1,188.00	\$1,188.00	3.00	30.00%	\$2,494.80

Total Price \$2,494.80

By signing below, I acknowledge that I have read and agree to the TownCloud, Inc. **Subscription Services Agreement** located at <https://towncloud.com/subscription-services-agreement/>.

	
Customer Signature	TownCloud Signature
	Christopher Haywood, Manager
Printed Name & Title	Printed Name & Title

**Billing Email and any special instructions:**


Denver High Point at DIA Metropolitan District  
 Check List - 07/01/22 - 08/31/22

VENDOR	PAYMENT AMOUNT	PROCESS DATE	PAYMENT TYPE
Hudick Excavating Inc	111,818.81	07/26/22	ePayment
All Phase Landscape	5,905.53	08/01/22	Check
CliftonLarsonAllen LLP	17,352.67	08/01/22	Check
Manager of Finance	9,000.00	08/01/22	Check
PCS Group Inc	5,250.00	08/01/22	Check
Schedio Group LLC	3,540.58	08/01/22	ePayment
Silverbluff Companies, Inc.	8,000.00	08/01/22	Check
Special District Mgmt. Services, Inc	1,817.00	08/01/22	Check
All Phase Landscape	9,494.00	08/26/22	Check
All Phase Landscape	812.00	08/26/22	Check
CDPHE	540.00	08/26/22	Check
CliftonLarsonAllen LLP	9,225.83	08/26/22	Check
Martin/Martin	18,197.50	08/26/22	ePayment
Martin/Martin	24,947.50	08/26/22	ePayment
PCS Group Inc	1,557.50	08/26/22	Check
PCS Group Inc	2,773.75	08/26/22	Check
Schedio Group LLC	488.45	08/26/22	ePayment
Silverbluff Companies, Inc.	8,000.00	08/26/22	Check
Special District Mgmt. Services, Inc	3,285.77	08/26/22	Check
Special District Mgmt. Services, Inc	1,480.67	08/26/22	Check
<b>Total</b>	<b>243,487.56</b>		



141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032

## MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski  
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (8.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.