

Urban Renewal Authority of Dacono Meeting
AGENDA
Wednesday, February 1, 2023
6:00 PM

Meeting location: New Annex Building, 512 Cherry Ave - Building C, Dacono, CO 80514

- I. **Roll Call**
- II. ***Approval of the December 7, 2022 Urban Renewal Authority of Dacono Meeting Minutes.**
- III. **General Business**
 - A. ***Consideration and Approval of Resolution URAD 23-01, Accepting the Appointment of Commissioners to the Urban Renewal Authority of Dacono.**
Presenter: Jennifer Krieger, Executive Director
 - B. ***Consideration and Approval of Resolution URAD 23-02, Approving an Engagement Letter by and between the Urban Renewal Authority of Dacono and Wipfli, LLP., for Audit Services.**
Presenter: Thuy Dam, Outsourcing CFO, Clifton Larson Allen, LLP
 - C. ***Consideration and Approval of Resolution URAD 23-03, Amending the Annual Budget and Appropriating Expenditures for the Urban Renewal Authority of Dacono for Fiscal Year 2022.**
Presenter: Thuy Dam, Outsourcing CFO, Clifton Larson Allen, LLP
 - D. **Urban Renewal 101**
Presenter: Carolynne White, Counsel to the URAD
- IV. **Authority Member Reports**
- V. **Adjournment**
**Materials in Packets. Accommodations for the disabled can be made upon request.*

Urban Renewal Authority of Dacono
Meeting Minutes
Wednesday, December 7, 2022

Meeting called to order at 6:01 PM

Members Present

Danny Long
Adam Morehead
Kevin Plain
Jackie Thomas, Chairperson
Jim Turnini
Kathryn Wittman

Members Absent

Perry Buck, excused
Chico Garcia, excused
Bill Haid, excused
Doris Crespo, excused

Staff Present

AJ Euckert, City Manager
Jennifer Krieger, Secretary/Executive Director
Thuy Dam, Clifton Larson Allen LLP
Valerie Taylor, Clerk to the Authority

- I. **Approval of the November 2, 2022 Urban Renewal Authority of Dacono Meeting Minutes.**
Authority Member Wittman moved to approve the November 2, 2022 Urban Renewal Authority of Dacono Meeting Minutes as presented. The vote was unanimous with Chairperson Thomas declaring the motion carried.

- II. **General Business**
 - A. **Public Hearing and Approval of Resolution URAD 22-07, approving the 2023 Budget.**
Chairperson Thomas opened the public hearing.

Thuy Dam, Clifton Larson Allen, LLP and Executive Director Jennifer Krieger, presented their reports.

With no further comments, Chairperson Thomas closed the public hearing.

Authority Member Long moved to approve Resolution URAD 22-07, approving the 2023 Budget subject to final tax assessed valuation and incremental property tax calculations. The vote was unanimous with Chairperson Thomas declaring the motion carried.

 - B. ***Consideration and Approval of Resolution URAD 22-08, approving a Reimbursement Agreement between the City of Dacono and the Urban Renewal Authority of Dacono for Roadway Project.**
Executive Director Jennifer Krieger presented her report.

Authority Member Plain moved to approve Resolution URAD 22-08, approving a Reimbursement Agreement between the City of Dacono and the Urban Renewal Authority of Dacono for Roadway Project. The vote was unanimous with Chairperson Thomas declaring the motion carried.

- III. **Authority Member Reports**
Jennifer Krieger stated that Charlie Everitt resigned.

Chairperson Thomas stated that the Authority would be getting a map and history of the URAD at a future meeting.

IV. Adjournment

With no further business to be discussed, the meeting was adjourned at 6:32 PM

Approved this 1st day of February, 2023.

Jackie Thomas, Chairperson

Attest:

Jennifer Krieger, Secretary/Executive Director



Meeting Date: February 1, 2023

Agenda Item: URAD RESOLUTION 23-01, A RESOLUTION ACCEPTING AND MAKING APPOINTMENTS OF COMMISSIONERS TO THE URBAN RENEWAL AUTHORITY OF DACONO

Presenter: Jennifer Krieger, AICP, Executive Director

Background: The composition of the boards of urban renewal authorities is detailed in the Colorado Urban Renewal Law, C.R.S. § 31-25-101, et. seq. The Colorado Urban Renewal Law indicates that one commissioner is appointed by the board of county commissioners for the county in which the urban renewal area is located. The Weld County Board of Commissioners has appointed Lori Saine.

To avoid an even number of commissioners, the mayor appoints an additional citizen member. Mayor Adam Morehead appointed Rick Gerk by City Council Resolution 23-03 on January 9, 2023. Rick Gerk will serve as the Mayoral appointee to the Authority with a term expiring in June 2025.

URAD Resolution 23-01 accepts and appoints commissioners to the Urban Renewal Authority of Dacono.

URBAN RENEWAL AUTHORITY OF DACONO

RESOLUTION NO. 23-01

A RESOLUTION ACCEPTING AND MAKING APPOINTMENTS OF COMMISSIONERS TO THE URBAN RENEWAL AUTHORITY OF DACONO

WHEREAS, the Urban Renewal Authority of Dacono (the “Authority”) is a duly constituted urban authority, established and operating pursuant to the laws of the State of Colorado, and in particular the provisions of C.R.S. § 31-25-104; and

WHEREAS, H.B. 15-1348 effected changes to Urban Renewal Law, C.R.S. § 31-25-101, *et. seq.*, including the provisions establishing membership of the boards of urban renewal authorities; and

WHEREAS, C.R.S. § 31-25-104(2.5) provides, in part: “[I]n order to represent the collective interests of the county and all taxing bodies levying a mill levy within the boundaries of the urban renewal authority area other than the municipality, one additional commissioner on the authority must be appointed by the board of county commissioners of the county in which the territorial boundaries of the urban renewal authority area are located, one additional commissioner must also be a board member of a special district selected by agreement of the special districts levying a mill levy within the boundaries of the urban renewal authority area, and one additional commissioner must also be an elected member of a board of education of a school district levying a mill levy within the boundaries of the urban renewal authority area. If the number of members of the governing body causes the authority to have an even number of commissioners, the mayor shall appoint an additional commissioner to restore an odd number of commissioners to the authority. As applicable, the appointment of the county, special district, and school district representatives on the authority pursuant to this subsection (2.5) must be made in accordance with the procedures specified in subsection (2) of this section;” and

WHEREAS, the Authority received written notification from Weld County of the appointment of Commissioner Lori Saine to serve as a Commissioner on the Authority as a replacement for Commissioner Perry Buck; and

WHEREAS, following the appointment of Commissioner Lori Saine the Authority will have an even number of Commissioners, which creates the opportunity for the Mayor of the City of Dacono to appoint an additional Commissioner in order to create an odd number; and

WHEREAS, to restore an odd number of commissioners to the Authority, the Mayor of the City of Dacono appoints Rick Gerk to serve as a Commissioner on the Authority as the Mayoral appointee.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AUTHORITY OF DACONO:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. Pursuant to C.R.S. § 31-25-104(2.5), the Authority accepts and recognizes the appointment of Weld County Commissioner Lori Saine to the Authority.

Section 3. Pursuant to C.R.S. § 31-25-104(2.5), the Authority accepts and recognizes the appointment of Rick Gerk to serve as the Mayoral appointee to this Authority for a term expiring in June 2025.

Section 4. A copy of this Resolution on file with the City Clerk shall serve as a certificate of such appointment pursuant to C.R.S. § 31-25-104(2)(b).

Section 5. This Resolution shall be effective upon approval by the Authority.

INTRODUCED, READ and ADOPTED this 1st day of February 2023.

URBAN RENEWAL AUTHORITY OF DACONO

Jackie Thomas, Chairperson

ATTEST:

Jennifer Krieger, Secretary/Executive Director

December 2, 2022

VALARIE TAYLOR, CITY CLERK

DACONO CITY HALL
512 CHERRY AVE BUILDING A
DACONO, CO 80514

I am writing to express my interest to become a member of the Urban Renewal Authority of Dacono. I have lived in our city for 5 years and would like to contribute to helping thoughtfully develop and grow Dacono in ways that benefits the community. Please feel free to reach out to me whatever method you choose at my contact information below if further information is needed.

SINCERELY,



RICK GERK
3415 LINDEN CIR
DACONO CO 80514
303-475-3408
RICKGERK@GMAIL.COM



OFFICE OF BOARD OF COMMISSIONERS
PHONE: 970-336-7204
FAX: 970-336-7233
1150 O STREET
P.O. BOX 758
GREELEY, COLORADO 80632

January 9, 2023

Jennifer Krieger
Executive Director
Urban Renewal Authority of Dacono
Via Email: jkrieger@cityofdacono.com

RE: Weld County Representative – URAD

Dear Ms. Krieger,

This letter is to recommend Weld County Commissioner Lori Saine to replace Commissioner Perry Buck on the Urban Renewal Authority of Dacono as our county representative. This would be effective immediately.

If you need anything further other than this letter to have Commissioner Buck appointed, please let us know.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in blue ink that reads 'Mike Freeman'. The signature is written in a cursive style.

Mike Freeman, Chair



Meeting Date: February 1, 2023

Agenda Item: URAD Resolution 23-02, a Resolution approving an Engagement Letter by and between the Urban Renewal Authority of Dacono and Wipfli, LLP, for audit services.

Presenter: Jennifer Krieger, AICP, URAD Executive Director

Background: The Urban Renewal Authority of Dacono must have an annual audit. For the year ended December 31, 2021, the Authority engaged Wipfli, LLP.

The attached audit engagement letter shows that the proposed 2022 audit fee is \$6,000 compared to \$5,850 for last year.

Recommendation: Staff recommends approval of URAD Resolution 23-02. CliftonLarsonAllen, LLP, suggests staying with the same auditor for at least a few years. The pool of state and local government auditors is small, and most audit firms will probably come in much higher than the \$6,000 fee. Additionally, many audit firms are not accepting new engagements due to staffing challenges.

**URBAN RENEWAL AUTHORITY OF DACONO
RESOLUTION NO. 23-02**

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BY AND BETWEEN THE
URBAN RENEWAL AUTHORITY OF DACONO AND WIPFLI, LLP., FOR AUDIT
SERVICES**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DACONO, COLORADO:**

Section 1. The proposed Professional Services Agreement for audit services (“Agreement”) by and between the Urban Renewal Authority of Dacono and Wipfli, LLP, is hereby approved in essentially the same form as the copy of such Engagement Letter accompanying this resolution.

Section 2. The Chairperson is hereby authorized to execute the Engagement Letter and is further authorized to negotiate and approve on behalf of the Authority such revisions to the Engagement Letter as the Chairperson determines are necessary or desirable for the protection of the Authority, so long as the essential terms and conditions of the Engagement Letter are not altered.

INTRODUCED, READ, and ADOPTED this 1st day of February 2023.

URBAN RENEWAL AUTHORITY OF DACONO

Jackie Thomas, Chairperson

ATTEST:

Jennifer Krieger, Executive Director

November 7, 2022

Urban Renewal Authority of Dacono
c/o CliftonLarsonAllen LP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

We are pleased to serve as the independent auditors for Urban Renewal Authority of Dacono (“Client”) for the year ended December 31, 2022. This letter, together with the attached Professional Services Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,000. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2022, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Partner

Greg Livin will be your audit engagement partner.

Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Workers without Authorization

We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Workers without Authorization.* We certify that Wipfli LLP does not knowingly employ or contract with a worker without authorization to perform work under this engagement letter or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with a worker without authorization to perform work under this engagement letter.
- B. *Verification Regarding Workers without Authorization.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the Authority.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with a worker without authorization, Wipfli LLP shall:

(i) notify the subcontractor and the Authority within three (3) days that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization.

Wipfli LLP shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The Authority shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the Authority terminates the engagement for such breach. The Authority will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the Authority of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: **URBAN RENEWAL AUTHORITY OF DACONO**

By: _____

(Print Name and Title)

Date: _____

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

Professional Services Terms and Conditions – Attest Engagements

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen

capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.



Meeting Date: February 1, 2023

Agenda Item: URAD RESOLUTION NO. 23-03, A RESOLUTION OF THE URBAN RENEWAL AUTHORITY OF DAcono AMENDING THE ANNUAL BUDGET AND APPROPRIATING EXPENDITURES FOR THE URBAN RENEWAL AUTHORITY OF DAcono FOR FISCAL YEAR 2022

Presenter: Thuy Dam, Principal, State and Local Government, CliftonLarsonAllen LLP

Background: The 2022 budget amendment is for the Debt Service. URAD is amending from \$12,577,930 to \$12,662,000 to reflect the total expenditures and transfers out.

URBAN RENEWAL AUTHORITY OF DACONO

RESOLUTION NO. 23-03

A RESOLUTION OF THE URBAN RENEWAL AUTHORITY OF DACONO AMENDING THE ANNUAL BUDGET AND APPROPRIATING EXPENDITURES FOR THE URBAN RENEWAL AUTHORITY OF DACONO FOR FISCAL YEAR 2022

WHEREAS, the Board of Commissioners of the Urban Renewal Authority of Dacono on November 3, 2021 adopted the annual budget for the fiscal year beginning January 1, 2022 and ending December 31, 2022, per Resolution URAD 21-08, pursuant to and in accordance with law; and

WHEREAS, the Urban Renewal Authority of Dacono has determined that certain amendments to the annual 2022 budget are required; and

WHEREAS, a public hearing has been held on the proposed amendment to the annual 2022 budget following public notice of the same; and

WHEREAS, the amended 2022 budget, as revised by this Resolution, remains in balance as required by law.

NOW THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AUTHORITY OF DACONO:

Section 1. The Annual Budget for the Urban Renewal Authority of Dacono, for the Fiscal Year beginning January 1, 2022, and ending December 31, 2022, is hereby amended. Such 2022 Amended Annual Budget document is attached hereto and made a part of this Resolution.

Section 2. Moneys are hereby appropriated for said fiscal year as provided in said budget document.

INTRODUCED, READ, and ADOPTED this 1st day of February 2023.

URBAN RENEWAL AUTHORITY OF DACONO

Jackie Thomas, Chairperson

ATTEST:

Jennifer Krieger, Executive Director/Secretary

**URBAN RENEWAL AUTHORITY OF DACONO
DEBT SERVICE FUND
2022 BUDGET AMENDMENT**

	ORIGINAL BUDGET	AMENDED BUDGET
BEGINNING FUND BALANCES	\$ 10,874	\$ 11,027
REVENUES		
Incremental property taxes - Plan Area II	12,590,160	12,590,424
Interest income	-	65,000
Total revenues	12,590,160	12,655,424
EXPENDITURES		
Trustee fees	3,000	3,000
County Treasurer's fee	188,852	188,856
Property tax increment payment - AIMS Junior College	93,743	93,745
Property tax increment payment - School Dist RE1J	2,871,405	2,871,466
Property tax increment payment - School Dist RE8	112,915	112,918
Property tax increment payment - St Vrain Sanitation	46,886	46,887
Property tax increment payment - Weld County	812,360	812,377
Property tax increment payment - Mountain View Fire	1,000,544	1,000,565
Property tax increment payment - Northern Colorado Water	100,126	100,128
Bond principal	5,100,000	5,179,000
Bond interest	2,171,804	2,171,804
Contingency	-	4,959
Total expenditures	12,501,635	12,585,705
TRANSFERS OUT		
General Fund - Administration fees	76,295	76,295
Total transfers out	76,295	76,295
Total expenditures and transfers out requiring appropriation	12,577,930	12,662,000
ENDING FUND BALANCES	\$ 23,104	\$ 4,451