

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 53, SERIES 2025**

**A RESOLUTION APPROVING CALLING OF SPECIAL ELECTION
ON NOVEMBER 4, 2025, AND AUTHORIZING EXECUTION OF IGA WITH LARIMER
COUNTY**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer’s Bill of Rights (“TABOR”), requires voter approval for any new tax, any increase in any tax rate, the creation of any debt, extension of an expiring tax, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to Article III, Section 3.3 of the Town Charter, the Town may refer a question of a tax increase to the voters of the Town by Ordinance at a regular or special election held for those purposes; and

WHEREAS, the Town hereby determines to hold a special election on November 4, 2025, as a coordinated election with Larimer County (the “County”) pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, the County Clerk and Recorder (the “County Clerk”) in Larimer County (the “County”) will conduct the election on November 4, 2025 as a coordinated election (the “election”); and

WHEREAS, the Town Council desires to appoint the Town Clerk as the designated election official relating to the conduct of the election and to authorize her to sign the intergovernmental agreement (the “IGA”) with the County regarding the same; and

WHEREAS, the Town Council finds that calling the special election and entering into the IGA with the County is in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:

Section 1. Ratification of Prior Action. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated are, ratified, approved and confirmed.

Section 2. Calling of Election; Conduct of Election. Pursuant to TABOR, the Town’s Home Rule Charter and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto, the Town hereby determines that the election shall be held on November 4, 2025, and that there shall be submitted to the eligible electors of the Town certain ballot question(s) or ballot issue(s) as required by TABOR. Because the election will be held as part of the coordinated election, the Town Council hereby determines that each of the County Clerks shall conduct the election on behalf of the Town.

Section 3. Approval of Election IGAs. The officers of the Town are hereby authorized to enter into the intergovernmental agreement with Larimer County Clerk pursuant to Section 1-7-116, C.R.S. The draft intergovernmental agreement in connection with the election with the County is hereby ratified, approved and confirmed in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Clerk in consultation with Legal Counsel, and other applicable staff or consultants.

Section 4. Appointment of Designated Election Official. The Town Clerk is hereby appointed to act as designated election official for the Town with respect to the election and is authorized and directed to take all action necessary and required for the furtherance of the same.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 12, 2025.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



EXHIBIT A

AGREEMENT

INTERGOVERNMENTAL AGREEMENT FOR 2025 COORDINATED ELECTION

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Larimer County Clerk and Recorder (“County Clerk”) and the Town of Timnath (“Entity”).

Agreement is made effective upon the signature of Entity and County Clerk.

WHEREAS, County Clerk and Entity are authorized to conduct elections as provided by law; and

WHEREAS, County Clerk will conduct an election on November 4, 2025 as a “Mail Ballot Election,” (the “Election”) as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended (“Code”) and the current Colorado Secretary of State Election Rules, as amended (“Rules”); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and desires to coordinate with County Clerk; and

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election, and said agreement must be executed no less than 70 days prior to the Election which is August 26, 2025.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

B. Coordinated Election Official.

County Clerk shall act as the Coordinated Election Official (“CEO”) in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates as the primary liaison (“Contact Officer”) between County Clerk and Entity:

Name: Michele Mihulka

Phone: 970.498.7932

Email: electioncoordination@larimer.gov

Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

C. Designated Election Official.

Entity designates as its Designated Election Official ("DEO") to act as the primary liaison between Entity and Contact Officer:

Name: Milissa Peters-Garcia

Phone: 970.224.3211

Email: mpeters@timnathgov.com

DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

D. Jurisdictional Limitation.

Entity encompasses territory within Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2025 and shall apply only to Election.

**ARTICLE II
DUTIES OF COUNTY CLERK**

A. Voter Registration.

Supervise, administer, and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. **As authorized by Colorado Secretary of State Rule 4.1.2(c), County Clerk requires that each ballot question and ballot issue be not more than 250 words. Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A).**
2. Assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot and provide this assignment to Entity.
3. Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

C. Voter Lists.

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.

D. Property Owners.

Only applicable to Elections conducted under titles in which property owners are eligible to vote.

Automatically mail property owner ballots to active, registered voters who own (or lease, if applicable) property within the district boundaries of Entity and are certified as eligible by the DEO. See Article III(G)(3).

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. Mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop boxes in accordance with C.R.S. §1-5-102.9(5) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center (“VSPC”) sites.

1. Establish VSPC sites in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites, and conduct all accessibility site surveys.
2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. *Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.*
4. Provide all necessary Election personnel to conduct Election.

H. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database (“Address Library Report”) no later than August 9, 2025, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

I. Election Day Preparation.

1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election. Such notice shall satisfy the publication requirement for all entities participating in Election pursuant to C.R.S. §1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct a risk-limiting audit in accordance with C.R.S. §1-7-515 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. Charge Entity for all expenses associated with printing, labeling, and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.
3. Determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.
4. Nothing herein shall preclude County Clerk from sending the TABOR notice of Entity to persons in addition to the electors of Entity if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results for each race and measure.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Convene the Board of Canvassers.
2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
3. Conduct a recount (if called for) in accordance with Code and Rule.

M. Recordkeeping.

1. Retain all Election records as required by C.R.S. §1-7-802.
2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

**ARTICLE III
DUTIES OF ENTITY**

A. Authority.

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

B. Call and Notice.

Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule, or regulation.

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Larimer County, no later than 5:00 p.m. on August 1, 2025.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
2. If Entity has annexed any properties into Entity since January 1, 2025, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Larimer County, no later than 5:00 p.m. on August 1, 2025.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
3. Review all information in Address Library Report referenced in Article II(H) and ensure that Address Library Report is an accurate representation of the streets contained within Entity's legal boundaries.
4. Indicate on Address Library Report Sign-Off Form ("Sign-Off Form") whether any changes are needed, or whether Address Library Report is complete and accurate.
 - If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 22, 2025.

5. Return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 26, 2025.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate, initiative petition, question, or issue to the ballot.

E. Ballot Preparation.

1. Determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.
2. Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. **County Clerk requires that each ballot question and ballot issue be not more than 250 words as authorized by Colorado Secretary of State Rule 4.1.2(c). Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A).**

Each ballot contest must include the term and the number of candidates to "vote for" in the following format:

- X-Year Term
- Vote for X (single winner contest) or Vote for Not More Than X (multi-winner contest)

County Clerk may correct formatting errors in the term or "vote for" language, so long as those corrections do not change or otherwise impact the meaning of Entity's certified content.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

3. Provide a certified copy of the ballot content [race(s), question(s) and issue(s)] to County Clerk no later than 5:00 p.m. on September 5, 2025, pursuant to C.R.S. § 1-5-203(3)(a). Entity must submit certified ballot content to the County Clerk using the form provided by the County Clerk.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots.

The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.

4. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Due to time constraints, DEO must be available for proofing and approving ballot content from 8:00 a.m. to 7:00 p.m. from September 9, 2025 until September 12, 2025, or until final approval of printing of ballots has been reached. County Clerk agrees to keep DEO informed of ballot printing status.

Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Ensure that Entity's certified candidates file all Campaign and Political Finance forms required by the Colorado Secretary of State Rules Concerning Campaign and Political

Finance with the appropriate filing office. Candidates required to file with the Secretary of State must file electronically using the online campaign finance reporting system, TRACER: <http://tracer.sos.colorado.gov>.

Candidates in municipal elections file with the municipal clerk.

6. Provide (or ensure that Entity's certified candidates provide) an audio pronunciation of all candidates' names as they have been certified to County Clerk, no later than 5:00 p.m. on September 5, 2025. See Exhibit C for details.
7. Defend and resolve at Entity's sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

F. Election Participation and Contingency Planning.

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in the State of Colorado.

In the event of the loss of a VSPC location within Entity's boundaries, collaborate with County Clerk to establish a contingency location for voting.

G. Property Owners.

Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site.
2. Obtain a list of Entity's property owners from the County Assessor's office in accordance with C.R.S. § 1-5-304. Property owners listed in the County Assessor's property records may not be eligible electors of Entity. Entity must review and verify the eligibility of property owners to receive Entity's ballots.
3. No later than October 9, 2025, certify to County Clerk a list of eligible electors who:
 - Own (or lease, if applicable – *consult legal counsel*) property within the district boundaries of Entity;
 - Are registered to vote in the State of Colorado and whose voter records are **active** (not inactive, incomplete, or cancelled);
 - Are or will be at least 18 years of age as of November 4, 2025; and
 - Are **not** already registered to vote within the district boundaries of Entity.

The list must be in Excel (.xls/.xlsx) format and must include the following columns:

Voter ID	Mailing Address
First Name	Mailing City
Middle Name	Mailing State
Last Name	Mailing Zip
Suffix	

Each eligible elector must be listed as a separate entry.

Exclude Trusts, LLC, Corporations and Entities if ineligible to vote – *consult legal counsel*.

4. Between October 10 and October 27, 2025, provide to County Clerk the names of newly eligible electors, if any, who meet the same criteria (and in the same format) as in Article III(G)(3).

H. TABOR Notice.

1. Prepare the language for the TABOR notice [for any ballot issue(s) that require a TABOR notice] in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.

Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.

2. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
3. Certify and submit all TABOR notice content, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 22, 2025, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@larimer.gov.

Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s). The certified TABOR notice, including all text, summary of comments and fiscal information shall be final. County Clerk may correct any spelling, grammar or formatting errors identified in Entity's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of Entity's TABOR notice content.

4. Proofread and approve Entity's TABOR notice content for printing. Due to time constraints, DEO must be available for proofing and approving TABOR notice content for printing from 8:00 a.m. to 7:00 p.m. from September 22, 2025 until September 26, 2025, or until final approval of the TABOR notice has been reached. County Clerk agrees to keep all contact personnel informed of TABOR notice printing status.

Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Mail the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. §1-7-906(2).

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to Election, October 10, 2025, pursuant to C.R.S. §1-5-208(2).

Entity must reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity must publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

ARTICLE IV COSTS

A. Election Costs.

Entity shall be charged and pay for election costs associated with its ballot race(s), question(s), and/or issue(s). These election costs will include a proportionate share of common election costs pursuant to Section A(1), and other costs pursuant to Section A(2) (collectively "Election Costs"), as applicable.

1. Shared Common Election Costs. Entity shall be charged and pay a proportional share of costs that are not reimbursed by the state pursuant to C.R.S. §1-5-505.5(1)(a), based on County expenditures relative to Election and the **number of eligible electors (including property owners, if applicable) per Entity**, in accordance with C.R.S. §1-7-116(2)(b). Shared costs include, but are not limited to:
 - Election Staff Wages (Overtime/Compensatory Time)
 - Temporary Staff Wages
 - Election Judge and Canvass Board Wages
 - Printing – Ballots, Envelopes, Forms
 - Ballot Programming, Insertion, and Mailing Services
 - VSPC Location Expenses
 - Security Expenses
 - Election Notice Printing and Publication
 - Mailing Costs (Postage and shipping)
 - Contingency Expenses
2. Other Election Costs. In addition to its proportionate share of common election costs, Entity shall be charged and pay the following, as applicable:
 - a. **Unique Costs**. Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words or multiple page ballot.
 - b. **Recount Costs**. The cost of any recount(s) will be charged to Entity. If more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
 - c. **TABOR Costs**. Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of such notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

B. Cost Estimate.

Preliminary estimates of Shared Common Election Costs, which are based on different scenarios of entities that may or may not participate in the Election, and including estimated Ranked Voting Costs if applicable, are attached to this Agreement as follows:

- a. **Exhibit A** (STATE participates, COUNTY participates)
- b. **Exhibit B** (STATE participates, COUNTY does not participate)

County Clerk will provide an updated cost estimate once all entities have been certified to the ballot. That update will include estimated TABOR costs if applicable. Estimated Recount costs will be provided once it is anticipated there will be a recount. Given the nature of Unique costs, estimates may not be given but the County Clerk will keep Entity reasonably apprised of any such costs if unique circumstances occur.

C. Invoice. County Clerk shall submit to Entity an invoice for all Election Costs that Entity is responsible to pay under Agreement, and Entity shall remit to County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt of the invoice will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

D. Funds Appropriated. By signing this Agreement Entity affirms that it has sufficient funds available in its approved budget to pay its estimated share of Election Costs, including all reasonably anticipated Unique Costs, Recount Costs, Ranked Voting Costs, and TABOR costs .

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Liability and Immunity.

County Clerk and Entity agree to be responsible for its own acts and omissions, and those of its officers, agents and employees, to the extent required by law, subject to and without waiving the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk under this Agreement. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

H. Severability.

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

I. Amendments/Modifications.

As the Election approaches the Secretary of State may adopt new or different election rules that change or add obligations and procedures relevant to the Election. In such event, the Parties agree to comply with any such mandatory changes and this IGA shall be deemed automatically amended to incorporate same. As time allows, the Clerk and Recorder will attempt to circulate any such election rule changes to Entity and the Parties agree to communicate as necessary to implement such changes.

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

COUNTY CLERK

TINA HARRIS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

Date

ENTITY

Town of Timnath

8/4/2025

Name of Entity

Date

BY:

Milissa Peters-Garcia

Signed by:

Milissa Peters-Garcia

07A6AF3B02114D7...

Printed Name of Authorized Representative
Signing on behalf of Entity

Signature of Authorized Representative

Town Clerk

Title of Authorized Representative

9702243211

Entity phone number

Approved as to form:

Winters

County Attorney

EXHIBIT A

LARAMIE COUNTY 2025 COORDINATED ELECTION ENTITY BILLING	Cost - TABOR			Cost - Ranked Voting			Cost - Election			TOTAL COST
	\$92,500.00			\$114,500.00			\$1,093,100.00			
	Households	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	
State of Colorado	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$491,895.00	\$491,895.00
Larimer County	147,394	59.880%	\$55,389.44	N/A	N/A	N/A	276,085	37.748%	\$226,940.92	\$282,330.36
City of Fort Collins	65,415	26.576%	\$24,582.41	118,041	100.00%	\$114,500.00	118,041	16.139%	\$97,029.30	\$236,111.71
City of Loveland	33,338	13.544%	\$12,528.14	N/A	N/A	N/A	61,169	8.363%	\$50,280.71	\$62,808.85
Poudre School R-1	N/A	N/A	N/A	N/A	N/A	N/A	161,189	22.039%	\$132,496.80	\$132,496.80
Thompson School R2-J	N/A	N/A	N/A	N/A	N/A	N/A	105,561	14.433%	\$86,770.78	\$86,770.78
Estes Park School R-3	N/A	N/A	N/A	N/A	N/A	N/A	8,731	1.194%	\$7,176.85	\$7,176.85
St. Vrain Valley School RE-1J	N/A	N/A	N/A	N/A	N/A	N/A	596	0.081%	\$489.91	\$489.91
Weld County School RE-5J	N/A	N/A	N/A	N/A	N/A	N/A	12	0.002%	\$9.86	\$9.86
Aims Community College	N/A	N/A	N/A	N/A	N/A	N/A	12	0.002%	\$9.86	\$9.86
	246,147	100%	\$92,500.00	118,041	100%	\$114,500.00	731,396	100%	\$1,093,100.00	\$1,300,100.00

The State reimburses the county for forty-five percent of election costs (\$491,895.00). Coordinating entities share only those election costs that are not reimbursed by the State (\$601,205.00).

EXHIBIT B

LARAMIE COUNTY 2025 COORDINATED ELECTION ENTITY BILLING	Cost - TABOR \$50,000.00			Cost - Ranked Voting \$114,500.00			Cost - Election \$1,093,100.00			TOTAL COST
	Households	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	
State of Colorado	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$491,895.00	\$491,895.00
City of Fort Collins	65,415	66.157%	\$33,078.64	118,041	100.00%	\$114,500.00	118,041	25.900%	\$155,710.65	\$303,289.29
City of Loveland	33,338	33.716%	\$16,858.15	N/A	N/A	N/A	61,169	13.421%	\$80,689.46	\$97,547.61
Poudre School R-1	N/A	N/A	N/A	N/A	N/A	N/A	161,189	35.367%	\$212,628.18	\$212,628.18
Thompson School R2-J	N/A	N/A	N/A	N/A	N/A	N/A	105,561	23.161%	\$139,247.99	\$139,247.99
Estes Park School R-3	N/A	N/A	N/A	N/A	N/A	N/A	8,731	1.916%	\$11,517.27	\$11,517.27
St. Vrain Valley School RE-1J	N/A	N/A	N/A	N/A	N/A	N/A	596	0.131%	\$786.20	\$786.20
Weld County School RE-5J	N/A	N/A	N/A	N/A	N/A	N/A	12	0.003%	\$15.83	\$15.83
Aims Community College	N/A	N/A	N/A	N/A	N/A	N/A	12	0.003%	\$15.83	\$15.83
Larimer County PID # 1	75	0.076%	\$37.93	N/A	N/A	N/A	250	0.055%	\$329.78	\$367.71
Larimer County PID # 2	50	0.051%	\$25.28	N/A	N/A	N/A	200	0.044%	\$263.82	\$289.11
	98,878	100%	\$50,000.00	118,041	100%	\$114,500.00	455,761	100%	\$1,093,100.00	\$1,257,600.00

The State reimburses the county for forty-five percent of election costs (\$491,895.00). Coordinating entities share only those election costs that are not reimbursed by the State (\$601,205.00).

EXHIBIT C
Audio

In accordance with Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 5, 2025), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with the above Code and Rule, County Clerk's office is providing a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.498.7820 if you have any questions or need additional information.