



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 23-0209B

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AND ORDERING A SPECIAL ELECTION TO BE HELD IN THE TOWN OF NORTHLAKE ON MAY 6, 2023, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN OF NORTHLAKE, TEXAS, A BALLOT PROPOSITION ON THE QUESTION OF APPROVING AND IMPLEMENTING RESOLUTION NO. 23-06 DESIGNATING THE USE OF SPECIAL REVENUES TO FUND A SPORTS VENUE PROJECT, ("SPORTS VENUE PROJECT"), THROUGH (1) THE PROCEEDS OF ANY LEASE AGREEMENT; (2) THE ASSESSMENT OF AN ADDITIONAL TWO (2) PERCENT HOTEL OCCUPANCY TAX WITHIN THE TOWN; (3) THE DEDICATION OF 1/8 CENT OF EXISTING SALES TAX LEVIED BY THE TOWN OF NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION; AND (4) THE DEDICATION OF 1/8 CENT OF EXISTING SALES TAX LEVIED BY THE TOWN OF NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION, PURSUANT TO CHAPTER 334 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH DENTON COUNTY AND THE DENTON COUNTY ELECTIONS ADMINISTRATOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas, is a home rule Town acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Chapter 334 of the Texas Local Government Code, as amended, (the "Act"), authorizes a municipality to designate various sports and community-related capital improvements and related infrastructure as a "venue" and to designate a method of financing the planning, acquisition, establishment, development, and construction of the venue subject to: (1) a determination by the Texas Comptroller ("Comptroller"), that approval and implementation of the venue project will not have a significant negative fiscal impact on state revenue; and (2) approval by a majority of the qualified voters of the Town of Northlake, Texas, voting at an election on the matter; and

WHEREAS, Section 334.001(5) of the Act defines a "sports and community venue project" as a venue and related infrastructure that is planned, acquired, established, developed, constructed, or renovated under the Act; and

WHEREAS, Section 334.001(4) of the Act defines "venue" as an arena, coliseum, stadium, or other type of area or facility that is planned for civic or community use and for which a fee for admission is or is planned to be charged; and

WHEREAS, the multipurpose Sports Venue Project that will be constructed pursuant to the Comptroller's and voters' approval, further defined in Exhibit "A", attached hereto and incorporated as set fully herein, is intended for civic and community use and the Town plans to lease and have the lessee charge a fee for admission and use of the multipurpose Sports Venue, pursuant to Section 334.001 of the Act; and

WHEREAS, before calling an election on the matter, the Act requires a municipality to adopt a resolution providing for the planning, acquisition, establishment, development, construction, and renovation of the Sports Venue Project and the proposed method of financing the project and that the Texas Comptroller's Office provide written notice to the Town that implementation of Resolution No. 23-06 will not have a significant negative fiscal impact on state revenue; and

WHEREAS, on January 12, 2023, the Town Council adopted Resolution No. 23-06 authorizing the designation of a multipurpose Sports Venue and related infrastructure as a venue project pursuant to Section 334.001 of the Act, the Sports Venue Project, and designating a method of financing the project through: (1) proceeds of any lease agreement that may result upon completion of the Sports Venue Project; (2) the assessment of an additional 2% Hotel Occupancy Tax within the Town of Northlake; (3) the dedication of a 1/8th cent of existing sales tax levied by the Town of Northlake Economic Development Corporation; and (4) the dedication of a 1/8th cent of existing sales tax levied by the Town of Northlake Community Development Corporation, to the extent authorized by Subchapter E of the Act; and

WHEREAS, by letter dated January 17, 2023, the Texas Comptroller notified the Town of the Comptroller's determination advising that approval and implementation of Resolution No. 23-06 would not have a significant negative fiscal impact on state revenue; and

WHEREAS, since the Comptroller determined that Resolution No. 23-06 does not have a significant negative fiscal impact on state revenue, the Town Council of Northlake may call and hold an election to ascertain whether to authorize the Sports Venue Project and the assessment of an additional 2% Hotel Occupancy Tax within the Town of Northlake; and the dedication of a 1/8th cent of existing sales tax levied by the Town of Northlake Economic Development Corporation; and the dedication of a 1/8th cent of existing sales tax levied by the Town of Northlake Community Development Corporation, after giving notice of such election as required by Chapter 4 of the Texas Elections Code; and

WHEREAS, in accordance with the Act, the Town of Northlake wishes to order a special election by the qualified voters of the Town of Northlake, Texas, on the question of approving and implementing Resolution No. 23-06 designating the Sports Venue Project as a venue project and designating the method of financing the project; and

WHEREAS, the Town Council of Northlake desires to hold a joint election with Denton County and to enter into a Contract for Election Services whereby the special election will be administered by the Denton County Elections Administrator; and

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes May 6, 2023, as a "uniform election date" for the purposes of conducting a special election.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:

Section 1. The facts and recitations contained in the above preamble of this Ordinance are hereby incorporated herein for all purposes.

Section 2. The Town Council of Northlake, Texas, hereby calls and orders a special election as prescribed by Chapter 334 of the Texas Local Government Code and the Texas Election Code, to be held at the Northlake Town Hall, 1500 Commons Circle, Northlake, Texas 76226, on May 6, 2023, from 7:00 a.m. until 7:00 p.m.

Section 3. The purpose of this Special Election is to consider one ballot proposition: whether to approve and implement Resolution No. 23-06 authorizing the Town of Northlake, Texas, to provide for the planning, acquisition, establishment, development, construction, leasing, and financing of a new multipurpose Sports Venue Project, and to designate the Sports Venue Project as a sports and community venue project and assess an additional 2% Hotel Occupancy Tax within the Town of Northlake; and dedicate 1/8th cent of existing sales tax levied by the Town of Northlake Economic Development Corporation; and dedicate 1/8th cent of existing sales tax levied by the Town of Northlake Community Development Corporation for the purpose of financing the Sports Venue Project, which if not approved shall rededicate 1/8th cent of existing sales tax to the Northlake Economic Development Corporation, and 1/8th cent of existing sales tax to the Northlake Community Development Corporation, respectively. If approved, the maximum hotel occupancy tax rate imposed from all sources in the Town of Northlake would be 15% (9% from the Town if this proposition is approved and 6% from the state) of the price paid for a room in a hotel, pursuant to applicable law.

Section 4. Voting on the date of the Special Election, and early voting therefor shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Special Election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote "For" or "Against" the Proposition. Said ballots shall have printed therein such provisions, markings, and language as may be required by law, and the Proposition shall be set forth on said ballots in substantially the following form and language:

**TOWN OF NORTHLAKE
SPECIAL ELECTION MAY 6, 2023
OFFICIAL BALLOT
TOWN OF NORTHLAKE PROPOSITION A**

PROPOSITION A:

Authorizing the Town of Northlake, Texas, to provide for the planning, acquisition, establishment, development, construction, leasing, and financing of a new multipurpose Sports Venue Project, and to designate the Sports Venue Project as a sports and community venue project and impose an additional 2% Hotel Occupancy Tax within the Town of Northlake; and authorize the use of 1/8th cent of existing sales tax levied by the Town of Northlake Economic Development Corporation; and authorize the use of 1/8th cent of existing sales tax levied by the Town of Northlake Community Development Corporation for the purpose of financing the Sports Venue Project, which, if this Proposition is not approved, shall rededicate 1/8th cent of existing sales tax to the Northlake Economic Development Corporation, and 1/8th cent of existing sales tax to the Northlake Community Development Corporation, respectively. If approved, the maximum hotel occupancy tax rate imposed from all sources in the Town of Northlake would be 15% (9% from the Town if this proposition is approved and 6% from the state) of the price paid for a room in a hotel, pursuant to applicable law.

FOR _____

AGAINST _____

SECTION 4. The election shall be held in accordance with and shall be governed by, the election laws of the State of Texas. Pursuant to Chapter 271 of the Texas Election Code, the Town Council authorizes the Town Manager to enter and execute a Joint Election Agreement with Denton County and other participating political subdivisions for this election. The Town Secretary and Mayor are hereby authorized to perform all duties and take all actions as required by the election services contract and/or joint election agreement.

SECTION 5. Denton County shall designate the Main Early Voting Location for early voting for the election.

SECTION 6. Early voting by personal appearance will be held jointly with other Denton County political subdivisions at Denton County's Main Early Voting Site, located at the Denton County Elections Office in Denton, Texas beginning on April 24, 2023, and continuing through May 2, 2023, during the times set forth as follows:

Denton County Elections Administration 701 Kimberly Drive, Suite A101 Denton, Texas 76208	
DATE	TIME
Monday, April 24, 2023 - Saturday, April 29, 2023,	8:00 a.m. - 5:00 p.m.
Sunday, April 30, 2023,	11:00 a.m. - 5:00 p.m.
Monday, May 1, 2023 - Tuesday, May 2, 2023,	7:00 a.m. - 7:00 p.m.

Branch offices for early voting by personal appearance may also be established as outlined in the contract for joint election and election services between the Town of Northlake and Denton County.

SECTION 7. Any eligible registered voter may cast their vote at any of the additional early voting locations. The final early voting locations will be available via the Denton County Elections Administration website www.votedenton.gov.

SECTION 8. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator’s permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be submitted via the following methods:

REGULAR MAIL:	Frank Phillips, Early Voting Clerk P.O. Box 1720 Denton, Texas 76202
COMMON OR CONTRACT CARRIER	Frank Phillips, Early Voting Clerk Denton County Elections 701 Kimberly Drive Denton, Texas 76208
FAX:	(940) 349-3201
EMAIL:	elections@dentoncounty.gov

Applications for ballots by mail which are hand-delivered must be received no later than the close of business on April 24, 2023. Applications for ballots by mail which are submitted via mail, fax, email, or contract carrier must be received no later than the close of business April 25, 2023. A hard copy of the application must be received within 4 (four) business days, and it must include a wet signature to be considered a valid application.

Federal Post Card Applications must be received no later than the close of business on April 25, 2023.

SECTION 9. The election shall be conducted pursuant to the election laws of the State of Texas and in accordance with the Constitution of the State of Texas.

SECTION 10. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 11. The joint election agreement and election services contract between the Town of Northlake and Denton County which is incorporated herein as “Exhibit B” for all purposes is hereby approved. In the event of a conflict between this resolution and the contract, the contract shall control.

SECTION 12. The Town Secretary shall issue notice of said election to be published one time in the Denton Record Chronicle, which is hereby found and declared to be a newspaper of general circulation in the Town of Northlake, not less than ten (10) days nor more than thirty (30) days prior to the date of said election; in addition, notice of said election shall be posted on the bulletin board in Town Hall not later than the twenty-first (21st) day before election day and remain posted thorough election day.

SECTION 13. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 14. This ordinance shall be effective immediately upon adoption.

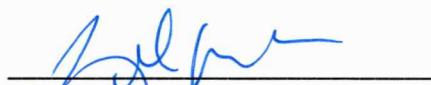
PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 9th day of February 2023.

Town of Northlake, Texas



David Rettig, Mayor

Attest:



Zolaina R. Parker, Town Secretary





GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

January 19, 2023

Zolaina Parker
1500 Commons Circle
Suite 300
Northlake, TX 76226

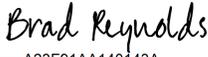
Dear Ms. Parker:

Thank you for your email of January 13, 2023, transmitting the Town of Northlake's resolution number 23-06 of January 12, 2023, regarding the construction of a sports venue as a sports and community venue project and designating the method of financing that project pursuant to Chapter 334 of the Local Government Code.

To finance the project, the resolution provides that the Town of Northlake, subject to approval at an election, would impose a short-term hotel occupancy tax, under the provisions of Subchapter H, at a rate not to exceed two percent (2%); the Town of Northlake Economic Development Corporation would dedicate of 1/8 cent of the existing sales tax to the venue project; the Town of Northlake Community Development Corporation would dedicate of 1/8 cent of the existing sales tax to the venue project; and the proceeds resulting from any lease agreement that may result upon completion of the project would be used.

Pursuant to Section 334.022 of the Texas Local Government Code, the Resolution has been reviewed. The Comptroller's office has determined that the approval and implementation of the Resolution would have no significant negative impact on state revenue. If you have any questions, please do not hesitate to contact Chris Tjon at 512-936-8587 or by email at christopher.tjon@cpa.texas.gov.

Sincerely,

DocuSigned by:

A23F91AA140143A...

Brad Reynolds
Chief Revenue Estimator

cc: Chris Tjon

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 6, 2023. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 3, 2023) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information will preferably be in sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 6, 2023 election will be as follows:

Monday, April 24, 2023 through Saturday, April 29, 2023; 8am – 5pm

Sunday, April 30, 2023; 11am-5pm

Monday, May 1, 2023 through Tuesday, May 2, 2023; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 10, 2023, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest percentage of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable.

It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$43.137
Voter Registration Clerk	\$33.198 - \$35.590
Technology Resources Coordinator	\$46.790
Elections Technician	\$31.220 - \$37.234
Voter Registration Coordinator	\$40.308
Training Coordinator	\$45.243
Election Coordinator	\$37.234

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 23rd day of January, 2023 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 9th day of February, 2023 been executed on behalf of the Town of Northlake, Texas pursuant to an action of the Northlake Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

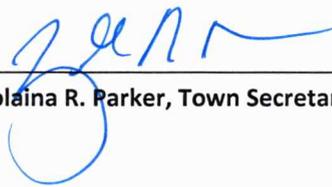
ACCEPTED AND AGREED TO BY THE TOWN OF NORTHLAKE, TEXAS:

APPROVED:



Drew Corn, Town Manager

ATTESTED:



Zolaina R. Parker, Town Secretary

