



## **Agenda of Special Meeting**

### **The Board of Trustees Belton Independent School District**

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A Special Meeting of the Board of Trustees of Belton Independent School District will be held February 13, 2025, beginning at 5:00 PM in the Dragon Room, 400 N. Wall Street, Belton, TX 76513. One or more trustees may participate via video conference.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on the meeting notice.

- 1. Call to Order**
- 2. Public Comments**
- 3. Action**
  - A. Consider, Discuss, and Take Appropriate Action to Set Trustee Election for Saturday, May 3, 2025, and Approve the Order of Election 2
  - B. Consider, Discuss, and Take Appropriate Action Regarding a Joint Election Agreement with the City of Belton for the May 3, 2025, Trustee Election 6
- 4. Adjourn**

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**February 13, 2025**

**Item:** Consider, Discuss, and Take Appropriate Action to Set Trustee Election in Area 1, Area 3, and Area 5 for Saturday, May 3, 2025, and Approve the Order of Election

*Considerar, Discutir y Tomar las Medidas Apropriadas para Establecer Elección de Síndicos para Área 1, y Área 3, y Área 5 para el sábado, 3 de mayo, del 2025, y Aprobar la Orden de Elección*

**Contact Person:** Malinda Golden

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Meta 1: Fortalecer y apoyar la participación de todas las partes interesadas en la búsqueda de la Visión de BISD.

Meta 5: Maximizar nuestro uso de recursos tanto para las prioridades actuales como para los planes para el futuro.

**Background Information:**

In accordance with Election Code 3.005 and Board Policy BBB(LOCAL), the Board must approve an Order of Election and set the election date by the 78th day before Election Day, which is February 14, 2025. Election Day is Saturday, May 3, 2025.

Trustee positions for Areas 1, 3 and 5 expire this year. Current trustees are Jeff Norwood (Area 1), Suzanne M. McDonald (Area 3), and Manuel Alcozer (Area 5).

The filing dates for the General Election are Wednesday, January 15, 2025, through Friday, February 14, 2025 by 5:00 pm.

Early Voting will be conducted Tuesday, April 22, 2025, through Tuesday, April 29, 2025.

In accordance with policy BBB(LOCAL), results of Board member elections will be determined by plurality. A copy of the Order of Election is attached.

De acuerdo con el Código 3.005 de Elecciones y la Póliza de Síndicos BBB(LOCAL), la junta de Síndicos debe aprobar una Orden de la Elección y fijar la fecha para la elección antes del 78 día del Día de Elecciones, que será el 14 de febrero del 2025. El día de Elección será el sábado, 3 de mayo del 2025.

Síndicos para Áreas 1 y 3 y 5 estarán disponibles para la elección de este año. Actualmente los Síndicos son Jeff Norwood (Area 1), Suzanne M. McDonald (Area 3), y Manuel Alcozer (Area 5).

Las fechas para presentar candidatura para la Elección Especial será el miércoles, 15 de enero del 2025, hasta el viernes, 14 de febrero del 2025 antes de las 5:00 pm.

Votación adelantada será el martes, 22 de abril del 2025 hasta el martes, 29 de abril del 2025.

De acuerdo con la Póliza BBB(LOCAL), los resultados de la elección de los miembros de la Junta de Síndicos serán determinados por mayoría. Adjunto esta una copia de la Orden de Elecciones.

**Fiscal Implications:**

Belton ISD has contracted with Bell County for election support services and will be invoiced for actual expenses incurred. Funds to pay for election expenses are included in the 2024-2025 budget.

Belton ISD ha contratado servicios electorales con el Condado de Bell y se le facturarán los gastos reales incurridos. Los fondos para pagar los gastos electorales están incluidos en el presupuesto del 2024-2025.

**Administrative Recommendation(s):**

Set the election and approve the Order of Election as presented.

Fijar la elección y aprobar la Orden de la Elección.

**ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS**  
**ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS**

An election is hereby ordered to be held on 05 / 03 /2025 for the purpose of voting on:  
(date)

(Por la presente se ordena celebrar una elección el 05 / 03 /2025 con el propósito de votar sobre.)  
(fecha)

List Offices/Propositions/Measures on the ballot (*Enúmere los puestos/proposiciones/medidas oficiales en la boleta*)

Belton Independent School District - Trustee Area 1
Belton Independent School District - Trustee Area 3
Belton Independent School District - Trustee Area 5

Early voting by personal appearance will be conducted each weekday at:  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
BISD Pittenger Fine Arts Center 400 N. Wall St, Belton TX	7:00AM-5:00PM (Weekdays only)

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
BISD Pittenger Fine Arts Center 400 N. Wall St, Belton TX	7:00AM-5:00PM (Weekdays only)

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Becca Al-Ahmadi

Name of Early Voting Clerk  
(Nombre del Secretario/a de la Votación Adelantada)

P.O. Box 269

Address (*Dirección*)

Belton

76513

City (*Ciudad*)

Zip Code (*Código Postal*)

254-215-2000

Telephone Number (*Número de teléfono*)

[bisdelections@bisd.net](mailto:bisdelections@bisd.net)

Email Address (*Dirección de Correo Electrónico*)

<https://www.bisd.net/about-us/board-of-trustees/elections>

Early Voting Clerk's Website (*Sitio web del Secretario/a de Votación Adelantada*)

Applications for Ballots by Mail (ABBM) must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

**04/22/2025**

(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

**04/22/2025**

(date)(fecha)

**ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS  
ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS**

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Emitida este día \_\_\_\_\_ de \_\_\_\_\_, 20 \_\_\_\_\_.)

\_\_\_\_\_  
Signature of Presiding Officer (Firma del Dirigente que Preside)

\_\_\_\_\_  
Signature of Board Member (Firma del Director)

**Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.** Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***

***February 13, 2025***

**Item:** Consider, Discuss, and Take Appropriate Action Regarding a Joint Election Agreement with the City of Belton for the May 3, 2025 Trustee Election

**Contact Person:** Malinda Golden

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The City of Belton has provided a joint election agreement for the May 3, 2025 election. The attached proposed agreement outlines the responsibilities of each party. This agreement establishes a shared election day location for the convenience of voters. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places, and in Texas Education Code, Section 11.0581, it would encourage greater voter participation and be convenient to the voters of the City and the District to hold a joint election in the election precincts that can be served by common election day polling places insofar as possible. If the City declares its election to be canceled, this agreement would be terminated, and Belton ISD would be responsible for the conduct of its own election.

**Fiscal Implications:**

None.

**Administrative Recommendation(s):**

Approve the joint election agreement with the City of Belton as presented.

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN  
THE CITY OF BELTON, TEXAS, AND  
THE BELTON INDEPENDENT SCHOOL DISTRICT  
ON THE MAY UNIFORM ELECTION DATE**

**WHEREAS:**

1. The City of Belton, Texas (“City”) and the Belton Independent School District (“District”) wish to order and hold a joint election on May 3, 2025, which is a uniform election date; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the State for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. A provision of the Texas Education Code, Section 11.0581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date; and
5. It would encourage greater voter participation and be convenient to the voters of the City and the District to hold a joint election in the election precincts that can be served by common election-day polling places insofar as possible.

**NOW, THEREFORE**, pursuant to Chapter 31, and Sections 271.002, and 271.003 of the Texas Election Code, Section 11.0581 of the Texas Education Code and Chapter 91 of the Texas Government Code, the Joint Election Agreement set form below is entered into by and between the Participating Entities acting by and through their respective governing bodies, as follows:

**I. Scope of the Election Agreement**

- A. The City and the District will share a common election-day polling location for the joint election as follows:

Harris Community Center (City in Evans Room, District in Kinchion Room)  
401 N. Alexander  
Belton, Texas 76513

Each Entity will have separate ballots but will pool other resources as outlined in this Agreement.

- B. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- C. Each of the Entities shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. Each of the Entities shall be individually responsible for posting and publishing its election notices.
- D. Each Entity shall be individually responsible for obtaining the appropriate election equipment which will be used by the Entities in their respective elections.

II. **Election Workers**

Each Entity shall appoint its own election workers and shall individually be responsible for payment of wages for such workers.

III. **Early Voting**

Each Entity shall be individually responsible for conducting its own early voting.

IV. **Election Day**

The Entities will share the common election-day voting location as provided in this Agreement. Each Entity will conduct its own respective election at the joint election-day polling location.

V. **Joint Election Costs: Payment**

- A. Costs. The City will provide the District access to the common election-day polling location set out herein at no charge. However, each Entity remains responsible for all costs associated with its respective elections only.

All funds expended by each Entity will be from current revenues.

- B. Cancellation. In the event any of the Participating Entities cancels their election because of unopposed candidates under the Texas Election Code, the remaining Entity shall be responsible for its respective election, including all associated costs.

VI. **General Provisions**

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the

Joint Election and discuss and resolve any problems which might arise regarding the Joint Election.

- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
- D. Term and Termination of Agreement. This Agreement will become effective upon complete execution by the City and the District and will remain in full force and effect until all functions related to the election on May 3, 2025, have been completed.

## VII. Miscellaneous Provisions

- A. Venue and Choice of Law. The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Bell County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts relating to each Entity's May election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach. In the event that any Participating Entity breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.

- E. Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- G. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.
- H. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this the \_\_\_\_\_ of \_\_\_\_\_, 2025.

**CITY OF BELTON, TEXAS**

\_\_\_\_\_  
Sam A. Listi, City Manager

ATTEST:

\_\_\_\_\_  
Amy M. Casey, City Clerk

**BELTON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. Malinda Golden, Superintendent

ATTEST:

\_\_\_\_\_  
Becca Al-Ahmadi, Exec. Asst. Board of Trustees  
Elections Officer