

**RIVER PLANTATION MUNICIPAL UTILITY DISTRICT**

**NOTICE OF SPECIAL PUBLIC MEETING**

Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive, Conroe, Texas 77302.**

The meeting will be held at **12:00 p.m. on Monday, May 20, 2024.**

The subject of the meeting is to consider and act on the following:

1. Order Calling Runoff Election



  
\_\_\_\_\_  
J. Davis Bonham, Jr., Attorney for the District

**RIVER PLANTATION MUNICIPAL UTILITY DISTRICT**

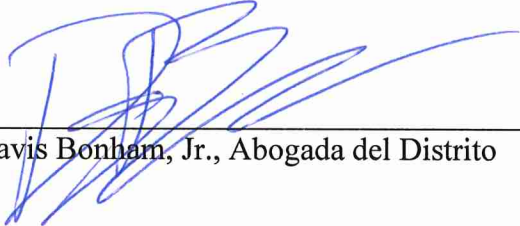
**AVISO DE LA REUNIÓN PÚBLICA**

Se notifica por el presente a todos los miembros del público interesados que la Junta Directiva del distrito del que se hace referencia llevará a cabo una asamblea pública en 610 River Plantation Drive, Conroe, Montgomery County, Texas. La asamblea se realizará a las 12:00 p.m., el día 20 de mayo de 2024.

El asunto a tratar en la asamblea será considerar y actuar sobre lo siguiente:

Orden de convocatoria de segunda elección de director



  
\_\_\_\_\_  
J. Davis Bonham, Jr., Abogada del Distrito

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Order Canvassing Recounted Election Returns and Declaring Results

A meeting of the Board of Directors (“Board”) of River Plantation Municipal Utility District (“District”) was held on May 20, 2024 at which a quorum of directors was present, as follows:

Julie Gilmer, President  
Timothy Goodman, Vice President  
Betty Brown, Secretary  
Karl Sakocius, Assistant Secretary  
Thomas Vandever, Treasurer

and the following absent:

None

when the following business was transacted:

Whereas, by Order dated February 1, 2024, the Board ordered an election to be held on May 4, 2024 to elect two (2) directors of the District to serve a four-year term (“Directors Election”);

Whereas, the election returns and all other instruments pertaining to said election were presented to the Board, and by order dated May 15, 2024 the Board canvassed the returns of the election, but could not declare results of the election due to a tie;

Whereas, the Board ordered an automatic recount of the election returns as required by law and appointed Suzie Harvey, Montgomery County Elections Administrator, to serve as the presiding officer for the recount.

Whereas, the recounted election returns and all other instruments pertaining to said election have been presented to the Board, duly canvassed by the Board, and found to be legal in all respects.

Whereas, after the recount of the election returns, it was confirmed that the following ballots were cast:

126	early ballots
192	election day ballots
318	total ballots cast

and each of the following candidates for director received the number of votes shown after his or her name:

Betty L. Brown,	67 votes
Mark V. Denham,	93 votes
James A. Baldrige, Sr.	79 votes
Tom Vandever	79 votes

and that no other person received any vote for director.

Therefore, be it ordered by the Board of Directors of River Plantation Municipal Utility District as follows:

Mark V. Denham was elected to serve as director of the District for four years with his term ending on the first Saturday in May of 2028, or until his successor is duly elected or appointed and qualified. There was a tie for the second director position between James A. Baldrige, Sr. and Tom Vandever who each received the second highest number of votes.

Passed and adopted by said Board on the date first above written.

By: \_\_\_\_\_  
Title: President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary

I, the undersigned Secretary of the Board of Directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the order of said Board Canvassing Recounted Election Returns and Declaring Results of May 4, 2024 Directors Election, adopted at said Board's meeting held on May 20, 2024, and excerpts from the minutes of the Board's meeting held on that date showing its adoption, the originals of which order and minutes are on file in the official minute book of the Board, in the District's office.

I further certify that said meeting was open to the public, and that notice was given in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq.

Witness my hand and the seal of said District, this May 20, 2024.

\_\_\_\_\_  
Secretary



## **RIVER PLANTATION MUNICIPAL UTILITY DISTRICT**

### **Order Calling Runoff Election**

At a meeting of the board of directors (the “Board”) of River Plantation Municipal Utility District (the “District”) held on May 20, 2024, at which a quorum of said Board was present, as follows:

Julie Gilmer, President  
Timothy Goodman, Vice President  
Karl Sakocius, Assistant Secretary  
Thomas Vandever, Treasurer  
Mark V. Denham, Director

and the following absent:

None

the following business was transacted:

It was duly moved, seconded and unanimously carried that the order set out below be passed and adopted, all directors present voting “aye” and no one voting “no.” The order thus adopted is as follows:

Whereas, an election was held on May 4, 2024 for the purpose of electing two (2) directors for the District.

Whereas, the District entered into an agreement (“Agreement”) with Montgomery County (the “County”) for the purpose of the County’s provision to the District of certain election services, equipment, polling places, and election officials needed by the District to conduct the District’s May 4, 2024 election.

Whereas, the election returns and all other instruments pertaining to said election were presented to this Board, duly canvassed by the Board, and found to be legal in all respects.

Whereas, each of the following candidates for director received the number of votes shown after his or her name:

Betty L. Brown	67 votes
Mark V. Denham	93 votes
James A. Baldrige, Sr.	79 votes
Tom Vandever	79 votes

and no other person received any vote for director;

Whereas, because of a tie vote for the second office of director, the Board ordered an automatic recount to be conducted by the Montgomery County Elections Office under the surveillance of Suzie Harvey, the Montgomery County Elections Administrator;

Whereas, the automatic recount did not result in any change to the election returns as originally canvassed after the May 4, 2024 election and it was declared that Mark V. Denham was elected director of the District with a term expiring the first Saturday of May 2028; and

Whereas, there was a tie between candidates James A. Baldrige, Sr. and Tom Vandever for the second director position, and it is required by law that the Board call a runoff election to be held on June 15, 2024 in order to determine the candidate elected to the second office of director.

Therefore, be it ordered by the Board of Directors of River Plantation Municipal Utility District as follows:

After the automatic recount of the election returns, there remained a tie in the number of votes received for the second office of director with James A. Baldrige, Sr. and Tom Vandever each having received the second highest number of votes and therefore a runoff election is required to determine the candidate elected to the second office of director.

Such runoff election shall be held on June 15, 2024 for the purpose of electing one (1) director on the Board, to serve for four years.

The election shall be conducted by Montgomery County pursuant to the May 4, 2024 election Agreement.

For purposes of said runoff election the entire District is declared to be one election precinct.

Notice of the runoff election shall be given in accordance with the Texas Election Code.

Only duly qualified resident voters of the district shall be entitled to vote at said election.

The election will be conducted in compliance with the provisions of federal law, Help America Vote Act (HAVA) and the Texas Election Code, and all other applicable laws, and each polling place will have at least one voting system accessible to individuals with disabilities.

Paper and/or electronic ballots shall be used in the election. Ballots and voting instructions shall be made available in the English and Spanish languages for those requesting same.

The District's attorneys shall be and are hereby authorized and directed to assist the secretary of the Board in certifying the names of candidates for placement on the ballot, preparing the official ballot, translation of the ballot into the Spanish language, and providing to the County such information and documents as may be required in the Agreement pertaining to the conduct of the election and post-election day procedures.

Early voting shall be conducted at Cornerstone Church, Childrens Room, 100 Mosswood, Conroe, Texas, the location within the District designated by Montgomery County, which, for purposes of this election, is hereby declared by the District to be a public place. Early voting by personal appearance shall be conducted during the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. beginning on June 3, 2024 and ending on June 11, 2024. Applications for ballots by mail shall be sent to the Early Voting Clerk by regular mail to: Early Voting Clerk, Montgomery County Elections Administrator, P.O. Box 2646, Conroe, Texas 77305-2646; by common or contract

carrier to: Early Voting Clerk, Montgomery County Elections Administrator, 9159 Airport Road, Conroe, Texas 77303; by FAX to (936) 788-8340; or by email to [elections.ballot@mctx.org](mailto:elections.ballot@mctx.org). For further information, contact the Early Voting Clerk by telephone at (936) 539-7843 or visit the internet website <https://elections.mctx.org/>. Applications for ballots by mail must be received no later than the close of business at 5:00 p.m. on Tuesday, June 4, 2024. To be effective, an original application for ballot by mail submitted by FAX or EMAIL must also be submitted by mail and be received by the Early Voting Clerk not later than the fourth business day after the transmission by fax or email is received.

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary to attest this order on behalf of the Board; and any of said officers is authorized to do all things necessary and legal in connection with the holding and consummation of said bond election.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



Passed and adopted on the date first above written.

JULIE GILMER

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President

ATTEST:

KARL SAKOCIUS

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Assistant Secretary

I, the undersigned Secretary of the Board of Directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the order of said Board calling a runoff directors election to be held for the District on June 15, 2024, adopted at said Board's special meeting held on May 20, 2024, and excerpts from the minutes of the Board's meeting held on that date showing its adoption, the originals of which order and minutes are on file in the official minute book of the Board, in the District's office.

I further certify that said meeting was open to the public, and that notice was given in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq.

Witness my hand and the seal of said District, this May 20, 2024

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Secretary



**Mark V. Denham**

May 13, 2024

President and Board of Directors  
River Plantation Municipal Utility District  
Montgomery County, Texas

Re: Qualifications to serve as a director of River Plantation Municipal Utility District (the "District")

Board of Directors:

This is to advise you of my desire to qualify and serve as a director of the District, and on oath, I do hereby state:

"1. I am at least eighteen years of age, am a resident citizen of the State of Texas, and either own land subject to taxation within the District or am a qualified voter within the District."

"2. I am not, to the best of my knowledge, related within the third degree of affinity (marriage) or consanguinity (blood) to a developer of property within the District, or to any of the other directors of the District, or to the attorney, engineer or manager of the District."

"3. I am not an employee of any developer of property within the District or of any other director, manager, attorney or engineer of the District."

"4. I am not now and have no present plans to be a developer of property in the District. I understand that under Texas law, for purposes of the qualifications for this office, a developer is a person who owns land located within the District who has divided or proposes to divide the land into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to any town or city, or for laying out suburban lots or building lots, or any lots, and streets, alleys, or parts or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto."

"5. I am not serving as an attorney, consultant, engineer, manager, architect or in some other professional capacity for the District or for a developer of property within the District in connection with the District or property within the District."

"6. I am not a party to a contract with a developer of property within the District relating to the District or to property therein, other than a contract limited solely to the purpose of purchasing or conveying real property in the District for the purpose of either establishing a permanent residence or establishing a commercial business within the District."

“7. Name: Mark V. Denham  
Mailing Address: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

“8. I agree during my term of office to inform the board of directors immediately in the event any of the foregoing circumstances shall have changed.”

Date: \_\_\_\_\_  
Mark V. Denham

SWORN TO AND SUBSCRIBED BEFORE ME by Mark V. Denham this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the  
State of TEXAS

In the Name and by the Authority of

***River Plantation Municipal Utility District***

Montgomery County, Texas  
In and For the State of Texas

***STATEMENT OF OFFICER***

I, Mark V. Denham, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark V. Denham

Director, River Plantation Municipal Utility  
District, Montgomery County, Texas

In the Name and by the Authority of

***River Plantation Municipal Utility District***

In and For the County of Montgomery  
and the State of Texas

***OATH OF OFFICE***

I, Mark V. Denham, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of director of River Plantation Municipal Utility District of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Mark V. Denham

STATE OF TEXAS                   §

COUNTY OF MONTGOMERY       §

Sworn to and subscribed before me by Mark V. Denham on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

## **DIRECTOR AND AGENT QUESTIONNAIRE FOR CONFLICTS DISCLOSURE STATEMENT**

In 2005, the Texas Legislature approved changes in disclosure requirements for public officials in Texas. The requirements became effective on January 1, 2006 and were clarified and amended by the legislature in 2007 and in 2015. Many public officials, including water district directors, agents, and employees, will not need to file a report or take any action under the act. This questionnaire will assist you in determining if you need to fill out a Texas Ethics Commission Form CIS, Local Government Officer Conflicts Disclosure Statement, for filing with the District. Please complete and sign this questionnaire and return it to the attorney for the District.

Name: Mark V. Denham  
District: River Plantation Municipal Utility District  
Office Held: Director

Definition: A “business relationship” in the questions below means a connection between two or more parties based on the commercial activity of one of the parties but does not include the following: a) a transaction that is subject to rate or fee regulation by a federal, state or local government entity; b) a transaction conducted at a price and subject to terms available to the public; or c) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Definition: A “family member” in the questions below includes: your mother and her spouse; your father and his spouse; your son and his spouse; your daughter and her spouse; your spouse; and your spouse’s mother, father, son, and daughter.

Definition: A “family relationship” in the questions below includes: your mother and her spouse; your father and his spouse; your son and his spouse; your daughter and her spouse; your grandmother and her spouse; your grandfather and his spouse; your brother and his spouse; your sister and her spouse; your grandson; your granddaughter; your aunt; your uncle; your niece; your nephew; your great-grandson; your great-granddaughter; your great-grandmother; your great-grandfather; your spouse; your spouse’s mother; your spouse’s father; your spouse’s son; your spouse’s daughter; your spouse’s grandmother; your spouse’s grandfather; your spouse’s grandson; your spouse’s granddaughter; your spouse’s brother; or your spouse’s sister.

Definition: A “vendor” in the questions below includes anyone who contracts with the District for the sale or purchase of real property, goods, personal property, or services (skilled or unskilled labor or professional services) or anyone who SEEKS to contract with the District. Agents and employees of the vendor are included.

CONTINUED ON NEXT PAGE

1. Do you or any Family Member have an employment relationship with any Vendor or potential Vendor that could result in you or your Family Member receiving taxable income (other than investment income) of more than \$2,500?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

2. Do you or any Family Member have a Business Relationship with any Vendor or potential Vendor that could result in you or your Family Member receiving taxable income (other than investment income) of more than \$2,500?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. Has a Vendor or potential Vendor given you or any Family Member one or more gifts (not including food accepted as a guest or a political contribution) with a total value of more than \$100?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

4. Does any Vendor or potential Vendor have a Family Relationship with you?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If the answer to any of your questions is yes, please notify the attorney for the District as soon as possible. You may need to complete a Conflicts Disclosure Statement for filing with the District.

If your answer to any of these questions changes at any time in the future, please notify the attorney for the District at once and update this form.

By: \_\_\_\_\_  
Mark V. Denham

Date signed: \_\_\_\_\_

**Please note, Form CIS (attached) need only be completed if you answered YES to any questions on this “Director Questionnaire for Conflicts Disclosure Statement.”**



# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP/ SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

**(2) Unsworn Declaration**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**MEMORANDUM**

TO: New Directors, River Plantation Municipal Utility District  
FROM: Davis Bonham  
RE: Open Meetings Act and Public Information Act Training Requirements  
DATE: May 13, 2024

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Effective January 1, 2006, Texas law required elected and appointed public officials to receive training in Texas open government laws. The Office of the Attorney General offers free video training courses, which were developed in compliance with a mandate from the 79th Texas Legislature that the Attorney General establish the formal training necessary to ensure that all elected and appointed government officials have a good command of both open records and open meetings laws.

Officials who are elected or appointed have **90 days** from the date that they take their Oath of Office within which to complete the required training. We are suggesting that all Directors complete the training as soon as possible to ensure that the District is in full compliance with the law.

You may go to the following internet address to do your Open Meetings Act Training and Public Information Act Training:

<https://www.texasattorneygeneral.gov/open-government/governmental-bodies/pia-and-oma-training-resources>

You will need to (1) sign the enclosed completion certificate that will be retained in the District's files, or (2) print such similar certificate(s) from the Attorney General's website listed above. The certificate is to be made available for public inspection upon request.

The law imposes no specific penalty on officials who fail to attend open government training. The purpose of the law is not to punish public officials, but to foster open government by making open government education a recognized obligation of public service. Despite this lack of a penalty provision, the Attorney General has cautioned that a deliberate failure to comply with the training requirements could result in an increased risk of criminal prosecution should one ever be accused of violating the Open Meetings Act or the Public Information Act.

Please return the signed certificate to me at the next board meeting or at your earliest convenience.

# **CERTIFICATE *of* COURSE COMPLETION**

## **Open Meetings Act**

I, Mark V. Denham, certify that I have completed a course of training on the Texas Open Meetings Act provided by the Attorney General of Texas that satisfies the legal requirements of Section 551.005, Texas Government Code.

## **Public Information Act**

I further certify that I have completed a course of training on the Texas Public Information Act provided by the Attorney General of Texas that satisfies the legal requirements of Section 552.012, Texas Government Code.

Dated this \_\_\_\_\_.

By: \_\_\_\_\_  
Mark V. Denham  
Governmental Body: River Plantation  
Municipal Utility District

**NOTICE TO CERTIFICATE HOLDER:** Government Code Sections 551.005(c) and 552.012(e) require that the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.



**HARTFORD INSURANCE GROUP**

**Miscellaneous Surety Application**

- 1) Complete the TOP section for ALL bonds
- 2) By "Bond Type" answer all questions following
- 3) Complete the Indemnity Agreement

Agent: Victor Insurance Managers LLC.  
 500 Dallas St., Ste. 1400  
 Houston, TX 77002

Effective Date: May 13, 2024

Applicant: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's position: Director Amount of Bond: \$ 10,000

Obligee: River Plantation Municipal Utility District

Obligee's Address: 2727 Allen Parkway, Suite 1100, Houston, Texas 77019

**BOND TYPE: (Check correct bond type)**

- Directors X
- Treasurer \_\_\_\_\_
- Tax Collector \_\_\_\_\_
- Other Public Official \_\_\_\_\_

Elected: X Appointed: \_\_\_\_\_ Hired: \_\_\_\_\_ Date position began: \_\_\_\_\_

Term of office: 4 years Previously held this office? YES - NO If Yes, dates: No

Qualifications for position: per statute, Texas Water Code

**(Please provide an explanation to all "YES" answers below)**

Annual funds handled: \$ by the director - \$0.00 Are taxes collected? YES - NO If Yes, amount: by director - NO

1. Does applicant have any other Surety bonds in force? YES - NO
2. Has any Surety company declined to write this or any previous bond for the application? YES - NO
3. Has applicant ever had a bond involuntarily terminated or cancelled? YES - NO
4. Has there ever been a claim or legal action on a bond executed on behalf of applicant? YES - NO
5. Does the applicant or any companies owned by or related to the applicant, have any pending lawsuits or unsatisfied judgements or liens? YES - NO
6. Has the applicant or any companies owned by or related to the applicant declared bankruptcy or become insolvent? YES - NO
7. Has the applicant or any companies owned by or related to the applicant been the subject of a legal or administrative proceeding resulting in disciplinary action? YES - NO
8. Has the applicant ever been convicted of a felony? YES - NO
9. Does the applicant or any of their subordinates handle money or securities? YES - NO
10. Does an external CPA audit financial accounts and fund balances? YES - NO
11. How often are audits conducted? YES - NO

By Whom? annually by FYE; audits prepared by independent audit firm Mark C. Eyring, CPA, PLLC

Replies to any "YES" answers from above: \_\_\_\_\_

## Indemnity Agreement

### Indemnity Agreement ("Agreement")

In consideration of Hartford Fire Insurance Company or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers ("Hartford") Underwriting Bonds, the Undersigned hereby agree as follows:

- (1) Definitions:
  - (a) "Underwriting" or "Underwrite" shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
  - (b) "Bond" or "Bonds" shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
  - (c) "Loss" means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by Hartford on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
  - (d) "Claim" means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.
- (2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as "Indemnitors") hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing Hartford, as surety, to Underwrite Bonds.
- (3) Indemnitors hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Hartford; (b) for Underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. Hartford may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.
- (4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to Hartford that Hartford has been discharged or released from all liability under the Bond.
- (5) Indemnitors agree to exonerate, indemnify and hold Hartford harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by Hartford as collateral security against any Loss, Claim or liability.
- (6) Hartford shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. Hartford's decision shall be final, binding, and conclusive on Indemnitors.
- (7) Indemnitors agree that any Oblige on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by Hartford in its investigation of any claim. Indemnitors irrevocably appoint Hartford as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by Hartford to secure all rights provided under this Agreement or at law.
- (8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.
- (9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURES

WITNESSES



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