

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

NOTICE OF PUBLIC MEETING

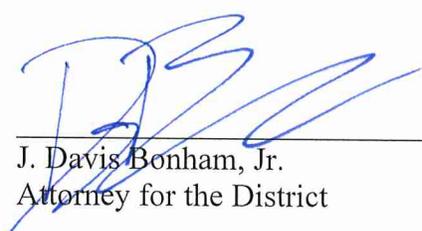
Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive, Conroe, Texas 77302.**

The meeting will be held at **6:30 p.m.** on **Monday, February 16, 2026.**

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

1. Minutes of the meeting(s) of Board of Directors
2. Receive comments from the Public
3. Financial and bookkeeping matters including:
 - a. Bookkeeper's report
 - b. Tax Assessor-Collector's report
 - c. Review of investments
 - d. Payment of District bills
4. Park maintenance matters
5. Operator's Report
6. Engineer's Report
7. Order Levying Additional Penalty for Delinquent Taxes
8. Annual report to Texas Comptroller pursuant to SB 625
9. Resolution Affirming Identity Theft Prevention Program
10. Violation of District rules; Public hearing for violation of District rules and damage to District property; assessment of penalties
11. Executive (closed) Session Pursuant to Texas Government Code Chapter 551 as necessary
12. Pending business





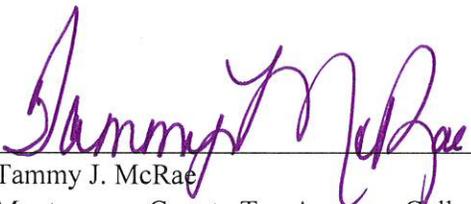
J. Davis Bonham, Jr.
Attorney for the District

Tammy J. McRae
Montgomery County
Tax Assessor-Collector

Monthly Tax Collection Report
For the month of January 2026

River Plantation MUD

	<u>MTD</u>	<u>YTD</u>
2025 Base Tax	\$ 293,202.38	\$ 1,236,876.61
2025 Penalty & Interest	-	-
Prior Years Base Tax	735.02	11,161.67
Prior Years Penalty & Interest	204.10	2,583.52
Reversals (Refunds, Returned Items, Transfers)	(3,040.52)	(3,227.91)
Collection Fee	-	(514.00)
5% Rendition Fee	(0.08)	(0.08)
Total Collections	<u>\$ 291,100.90</u>	<u>\$ 1,246,879.81</u>

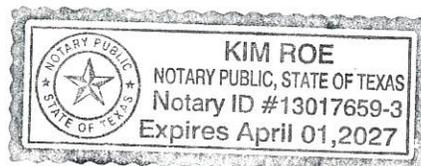


Tammy J. McRae
Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 3rd day of FEBRUARY, 2026.



Notary Public in and for the State of Texas



MONTGOMERY COUNTY

**Rendition Commission Distribution Detail
from 01/01/2026 to 01/31/2026**

Date: 02/04/2026 12:23:38

412

Tax Unit Page: 1 of 1

Tax Unit: 412 RIVER PLANTATION MUD

Account No.	Year	Deposit	Levy Collected	Rendition Penalty	P & I Collected	Rendition P & I	Appraisal Commission	Disbursement Amount
1910019396983	2025	CC012826SM	18.10	1.65	0.00	0.00	0.08	18.02
Total for 2025			18.10	1.65	0.00	0.00	0.08	18.02
Total for Tax Unit 412 RIVER PLANTATION MUD			18.10	1.65	0.00	0.00	0.08	18.02

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 01/01/2026 TO 01/31/2026

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2025 END: 09/30/2026 JURISDICTION: 0412 RIVER PLANTATION MUD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	227,567.927	10,938,120	238,506,047 0	00.658000	1,569,376.70	990
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2025	1,497,403.85	278.63-	71,972.85	290,161.86	1,233,836.09	335,540.61	78.62	0.00
2024	45,342.61	.00	0.00	504.05	8,835.22	36,507.39	19.49	0.00
2023	26,398.10	.00	0.00	230.97	1,854.24	24,543.86	7.02	0.00
2022	12,510.60	.00	0.00	0.00	297.08	12,213.52	2.37	0.00
2021	3,670.78	.00	0.00	0.00	0.00	3,670.78		0.00
2020	2,537.88	.00	0.00	0.00	0.00	2,537.88		0.00
2019	2,050.01	.00	0.00	0.00	0.00	2,050.01		0.00
2018	1,702.57	.00	0.00	0.00	0.00	1,702.57		0.00
2017	1,415.90	.00	0.00	0.00	0.00	1,415.90		0.00
2016	1,119.69	.00	0.00	0.00	0.00	1,119.69		0.00
2015	660.16	.00	0.00	0.00	0.00	660.16		0.00
2014	286.59	.00	0.00	0.00	0.00	286.59		0.00
2013	264.93	.00	0.00	0.00	0.00	264.93		0.00
2012	12.80	.00	0.00	0.00	0.00	12.80		0.00
2011	16.00	.00	0.00	0.00	0.00	16.00		0.00
2010	12.40	.00	0.00	0.00	0.00	12.40		0.00
2009	12.40	.00	0.00	0.00	0.00	12.40		0.00
2008	12.44	.00	0.00	0.00	0.00	12.44		0.00
2007	12.62	.00	0.00	0.00	0.00	12.62		0.00
2006	13.54	.00	0.00	0.00	0.00	13.54		0.00
2005	18.02	.00	0.00	0.00	0.00	18.02		0.00
2004	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	1,595,473.89	278.63-	71,972.85	290,896.88	1,244,822.63	422,624.11		0.00
CURR	1,497,403.85	278.63-	71,972.85	290,161.86	1,233,836.09	335,540.61		0.00
DELO	98,070.04	.00	0.00	735.02	10,986.54	87,083.50		0.00

02/01/2026 06:43:35 5052119
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 INCLUDES AG ROLLBACK
 FROM: 01/01/2026 THRU 01/31/2026
 JURISDICTION: 0412 RIVER PLANTATION MUD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2025	M & O	.288000	127,000.93	.00	.00	.00	127,000.93	.00	.00	.00	127,000.93
	I & S	.370000	163,160.93	.00	.00	.00	163,160.93	.00	.00	.00	163,160.93
	TOTAL	.658000	290,161.86	.00	.00	.00	290,161.86	.00	.00	.00	290,161.86
2024	M & O	.410000	313.13	.00	75.14	.00	388.27	125.00	.00	.00	513.27
	I & S	.250000	190.92	.00	45.81	.00	236.73	.00	.00	.00	236.73
	TOTAL	.660000	504.05	.00	120.95	.00	625.00	125.00	.00	.00	750.00
2023	M & O	.400000	142.14	.00	51.17	.00	193.31	62.82	.00	.00	256.13
	I & S	.250000	88.83	.00	31.98	.00	120.81	.00	.00	.00	120.81
	TOTAL	.650000	230.97	.00	83.15	.00	314.12	62.82	.00	.00	376.94
ALL	M & O		127,456.20	.00	126.31	.00	127,582.51	187.82	.00	.00	127,770.33
ALL	I & S		163,440.68	.00	77.79	.00	163,518.47	.00	.00	.00	163,518.47
ALL	TOTAL		290,896.88	.00	204.10	.00	291,100.98	187.82	.00	.00	291,288.80
DLO	M & O		455.27	.00	126.31	.00	581.58	187.82	.00	.00	769.40
DLO	I & S		279.75	.00	77.79	.00	357.54	.00	.00	.00	357.54
DLO	TOTAL		735.02	.00	204.10	.00	939.12	187.82	.00	.00	1,126.94
CURR	M & O		127,000.93	.00	.00	.00	127,000.93	.00	.00	.00	127,000.93
CURR	I & S		163,160.93	.00	.00	.00	163,160.93	.00	.00	.00	163,160.93
CURR	TOTAL		290,161.86	.00	.00	.00	290,161.86	.00	.00	.00	290,161.86

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 SUMMARY OF PAYMENTS AND REVERSALS
 FROM: 01/01/2026 THRU 01/31/2026
 JURISDICTION: 412 RIVER PLANTATION MUD

INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2023 TOTAL		230.97	0.00	83.15	62.82	0.00	376.94
	2024 TOTAL		504.05	0.00	120.95	125.00	0.00	750.00
	2025 TOTAL		293,202.38	0.00	0.00	0.00	0.00	293,202.38
	TOTAL PAYMENTS		293,937.40	0.00	204.10	187.82	0.00	294,329.32
	2025 TOTAL		3,040.52-	0.00	0.00	0.00	0.00	3,040.52-
	TOTAL REVERSALS		3,040.52-	0.00	0.00	0.00	0.00	3,040.52-
	TOTAL FOR UNIT		290,896.88	0.00	204.10	187.82	0.00	291,288.80



MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

January, 2026

Connections: 975
Vacant: 36

REVENUE:	Water	LSGCD	Sewer	TCEQ	Taps	Deposits	Penalty	Misc.	TOTAL
	\$ 21,906.38	\$ 481.38	\$ 30,938.95	\$ 267.32	\$ -	\$ 1,850.00	\$ 732.87	\$ 7,085.63	\$ 63,262.53
BILLED CONS:	Residential	Builder/Temp	Multi-Family	Irrigation	STP/LS	Commercial	Total		
	6,009,000	16,000	0	151,000	56,000	38,000	6,270,000		

WATER:	12/18/25 - 01/20/26	LSGCD - Well Permit
Gallons pumped from Well No.2	2,286,000	Permit Expires: 12/31/2025
Gallons pumped from Well No.3	4,596,000	Permitted Authorization: 225,868,339
Total Pumpage	6,882,000	January Withdrawal: 6,832,000
Total Gallons Billed	6,270,000	Y-T-D Withdrawal: 6,832,000
Leaks, Construction, Flushing	100,000	Amount Remaining: 219,036,339
Pumped vs. Billed	91%	
Pumped vs. Accounted	93%	
Leaks repaired in District	1	

Bacteriological samples: 6 Good

WASTEWATER TREATMENT PLANT

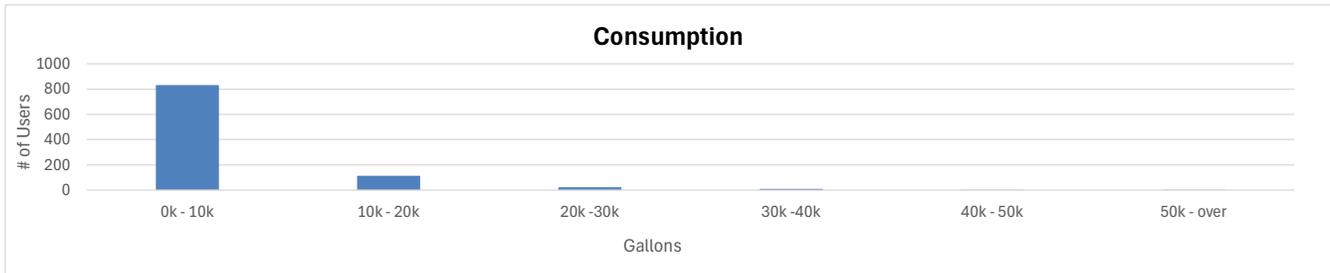
T.C.E.Q. Permit Number: WQ0010978001
 Permit expiration date: January 2, 2029

	December, 2025		<u>Measured by:</u>
Average daily flow	358,129	Permitted Daily Flow	600,000 gal.per day
Average CBOD	2.46	Permitted CBOD	10 mg/l
Average Total Suspended Solids	1.22	Permitted T.S.S.	15 mg/l
Average Ammonia Nitrogen	0.14	Permitted Ammonia Nitrogen	3 mg/l
Average PH	7.55	Permitted PH	6.00 - 9.00 STD UNIT
Average Dissolved Oxygen	7.80	Permitted Dissolved Oxygen (Min.)	6.0 mg/l
Maximum Chlorine Residual	3.89	Permitted Chlorine Maximum	4.0 mg/l
Minimum Chlorine Residual	1.83	Permitted Chlorine Minimum	1.0 mg/l
Average E. coli	17.0	Permitted E. coli	63.0 mpn/100 ml
Total Rainfall	2.30"		

Sewer Treatment plant is currently operating at 60% of the permitted capacity.

Total gallons of Reuse for the month of December - 0.652 MG
 Reuse revenue - \$752.80

Aged Receivables:	Current	30 day	60 day	90 day	120 day	Total
	\$ 59,357.55	\$ 1,026.24	\$ 2,144.12	\$ 529.58	\$ 6,097.65	\$ 69,155.14



EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NPDES eReporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(l)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit	
Permit #: TX0025674	Permittee: RIVER PLANTATION MUD
Major: No	Permittee Address: 2727 ALLEN PKWY SUTIE 1100 HOUSTON, TX 77019
Permitted Feature: 001 External Outfall	Discharge: 001-A DOMESTIC FACILITY - 001
Facility: RIVER PLANTATION MUD WWTF	Facility Location: 623 RIVER PLANTATION DR CONROE, TX 77302

Report Dates & Status	
Monitoring Period: From 12/01/25 to 12/31/25	DMR Due Date: 01/20/26
Status: NetDMR Validated	
Considerations for Form Completion	

Principal Executive Officer	
First Name:	Title:
Last Name:	Telephone:

No Data Indicator (NODI)
Form NODI: --

Code	Parameter Name	Monitoring Location	Season #	Param. NODI	Quantity or Loading					Quality or Concentration					# of Ex.	Frequency of Analysis	Sample Type		
					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3				Value 3	Units
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	--	Sample	=	7.8				=	7.8				19 - mg/L	0	01/07 - Weekly	GR - Grab
					Permit Req.	>=	6.0 MO MIN								19 - mg/L	01/07 - Weekly		GR - Grab	
					Value NODI														
00400	pH	1 - Effluent Gross	0	--	Sample	=	7.3				=	7.8			12 - SU	0	02/30 - Twice Per Month	GR - Grab	
					Permit Req.	>=	6.0 MINIMUM				<=	9.0 MAXIMUM		12 - SU	02/30 - Twice Per Month		GR - Grab		
					Value NODI														
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample	=	3.98		26 - lb/d		=	1.22		2.1	19 - mg/L	0	01/07 - Weekly	CP - Composite	
					Permit Req.	<=	75.0 DAILY AV		26 - lb/d		<=	15.0 DAILY AV		40.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite	
					Value NODI														
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Sample	=	0.323		26 - lb/d		=	0.14		0.2	19 - mg/L	0	01/07 - Weekly	CP - Composite	
					Permit Req.	<=	15.0 DAILY AV		26 - lb/d		<=	3.0 DAILY AV		10.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite	
					Value NODI														
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Sample	=	0.358129	=	0.618	03 - MGD						0	99/99 - Continuous	TM - Totalizer	
					Permit Req.	<=	0.6 DAILY AV		Req Mon DAILY MX	03 - MGD							99/99 - Continuous	TM - Totalizer	
					Value NODI														
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample	=	1.83				=	3.89			19 - mg/L	0	01/01 - Daily	GR - Grab	
					Permit Req.	>=	1.0 MO MIN				<=	4.0 MO MAX		19 - mg/L	01/01 - Daily		GR - Grab		
					Value NODI														
51040	E. coli	1 - Effluent Gross	0	--	Sample	=	17.0				=	137.0			30 - MPN/100mL	0	02/30 - Twice Per Month	GR - Grab	
					Permit Req.	<=	63.0 DAILY AV				<=	200.0 DAILY MX		30 - MPN/100mL	02/30 - Twice Per Month		GR - Grab		
					Value NODI														
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	--	Sample	=	5.71		26 - lb/d		=	2.46		4.3	19 - mg/L	0	01/07 - Weekly	CP - Composite	
					Permit Req.	<=	50.0 DAILY AV		26 - lb/d		<=	10.0 DAILY AV		25.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite	
					Value NODI														

Submission Note
If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors
No errors.

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Order Levying Additional Penalty for Delinquent Taxes

The board of directors (“Board”) of River Plantation Municipal Utility District (“District”) met at the Board’s regular meeting place on February 16, 2026, with a quorum of directors present, as follows:

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

and the following absent:

None

when the following business was transacted:

The order set out below was introduced and considered by the Board. It was then moved, seconded and unanimously carried that the following order be adopted.

WHEREAS, the Board of the District has heretofore levied and directed that there be assessed an ad valorem tax upon all taxable property within the District for the year 2025 and directed further that all taxes not paid by February 1, 2026, shall become delinquent and shall be subject to a penalty and shall bear interest as heretofore ordered by the Board;

WHEREAS, the Board previously engaged the firm that collects delinquent taxes for Montgomery County, Perdue, Brandon, Fielder, Collins & Mott, L.L.P. (the “Delinquent Tax Attorney”), to represent the District in collection of delinquent taxes owed to the District;

WHEREAS, the Board is authorized by law to provide that taxes imposed upon tangible personal property that become delinquent on or after February 1 and that remain

delinquent on April 1 of the year in which they become delinquent incur an additional penalty to defray the costs of collection, which additional penalty shall not exceed twenty percent (20%) of the amount of taxes, penalty and interest due;

WHEREAS, the Board is authorized by law to provide that taxes other than those on tangible personal property that become delinquent on or after February 1 of a year but not later than May 1 of that year and that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty to defray costs of collection, which additional penalty shall not exceed twenty percent (20%) of the amount of taxes, penalty, and interest due;

WHEREAS, the Board is also authorized by law to provide that taxes that become delinquent on or after June 1 under Sections 25.16(e), 31.03, 31.031, 31.032, 31.04 or 42.42 of the Texas Property Tax Code incur an additional penalty to defray costs of collection, which additional penalty shall not exceed twenty percent (20%) of the amount of taxes, penalty and interest due;

NOW, THEREFORE, be it ordered by the Board of the District as follows:

I.

All of the facts recited in the preamble of this order are hereby found and declared to be true and correct.

II.

All taxes of the District imposed upon tangible personal property that become delinquent on or after February 1, 2026, and that remain delinquent on April 1, 2026, shall incur an additional penalty to defray costs of collection. The amount of the additional penalty shall be twenty percent (20%) of the amount of taxes, penalty and interest due. The tax assessor-collector for the District is hereby directed to deliver to the property owner a notice of delinquency and of the additional penalty levied in Article II of this order. The notice shall be delivered at least thirty

(30) and not more than sixty (60) days before April 1, 2026, and the notice shall be delivered in compliance with Texas Property Tax Code Subsection 33.11(f).

III.

All taxes of the District other than those imposed upon tangible personal property that become delinquent on or after February 1, 2026 but not later than May 1, 2026 and that remain delinquent on July 1, 2026, shall incur an additional penalty to defray costs of collection. The amount of the additional penalty shall be twenty percent (20%) of the amount of taxes, penalty, and interest due. The tax assessor-collector for the District is hereby directed to deliver to the property owner a notice of delinquency and of the additional penalty levied in this Article III of this order, said notice to be delivered at least thirty (30) and not more than sixty (60) days before July 1, 2026.

IV.

All taxes of the District that become delinquent on or after June 1 of the year in which they become delinquent under Section 25.16(e), 31.03, 31.031, 31.032, 31.04 or 42.42 of the Texas Property Tax Code shall incur an additional penalty to defray costs of collection. The tax assessor-collector for the District is hereby directed to deliver to the property owner a notice of the delinquency and of the additional penalty at any time after the taxes become delinquent as described in this Article IV. The amount of the additional penalty shall be twenty percent (20%) of the amount of taxes, penalty and interest due, and such additional penalty shall be incurred on the first day of the first month that begins at least twenty-one (21) days after the date such notice is sent.

V.

The tax assessor-collector for the District and the Delinquent Tax Attorney are hereby authorized and instructed to collect the additional penalty imposed in Articles II, III and IV hereof upon the basis of this order.

VI.

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 the District, and to do any and all things appropriate or necessary to give effect to the intent hereof.

Passed, ordered, and approved, this February 16, 2026.

JULIE GILMER

President

ATTEST:

KARL SAKOCIUS

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 Levying Additional Penalty for Delinquent Taxes and minute entry showing its adoption at the Board's regular meeting held on February 16, 2026, 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 thereof was posted 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 February 16, 2026.

Secretary



RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Resolution Affirming Identity Theft Prevention Program

The Board of Directors (“Board”) of River Plantation Municipal Utility District (“District”) met on February 16, 2026, with a quorum of directors present, as follows:

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

and the following absent:

None

when the following business was transacted:

Whereas, pursuant to federal law, the Federal Trade Commission adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancies and the detection, prevention, and mitigation of identity theft; and

Whereas, the Federal Trade Commission regulations, adopted as 16 CFR § 681.1, require creditors, as defined by 15 U.S.C. § 1681m(e)(4), to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts; and

Whereas, 15 U.S.C. § 1691a, defines a creditor as a person that extends, renews, or continues credit, and defines “credit” in part as the right to purchase property or services and defer payment therefor; and

Whereas, the District is a creditor with respect to 16 CFR § 681.1 by virtue of providing water supply and wastewater treatment services and accepting payment in arrears; and

Whereas, the Federal Trade Commission regulations define “covered account,” in part, as an account that a creditor provides for personal, family or household purposes that is

designed to allow multiple payments or transactions and specify that a utility account is a covered account; and

Whereas, the Federal Trade Commission regulations require each creditor to adopt an Identity Theft Prevention Program which will use red flags to detect, prevent and mitigate identity theft-related information used in covered accounts; and

Whereas, the District adopted an Identity Theft Prevention Program (the “Program”) in 2009 which requires an annual review by the Board of Directors to reaffirm or modify the Program and an annual acknowledgement by an authorized representative of the District’s Program Administrator of said reaffirmation or modification; and

Whereas, the Board has reviewed its Identity Theft Prevention Program and has determined that the policy should remain in effect with no changes; and

Whereas, an authorized representative of the District’s Program Administrator publicly acknowledged said review and reaffirmation which acknowledgment is noted in the official minutes of the District.

NOW, THEREFORE, be it resolved by the Board of Directors of the District as follows:

1. In accordance with 16 CFR § 681.1 and the District’s Identity Theft Prevention Program, the Board has reviewed the Identity Theft Prevention Program.
2. The Board has determined that the Identity Theft Prevention Program of the District is appropriate for the District’s purposes and should not be changed but should be reaffirmed.
3. An authorized representative of the District’s Program Administrator has acknowledged said review and reaffirmation.

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary to attest this Resolution on behalf of the District.

JULIE GILMER

President

ATTEST:

KARL SAKOCIUS

Secretary



I, the undersigned Officer of the Board of Directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the Resolution Affirming Identity Theft Prevention Program adopted by said Board at its meeting on February 16, 2026, and a minute entry of that date showing the adoption thereof, the original of which resolution appears in the minute book of said Board, on file in the District's office.

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

Witness my hand and seal of said District, this February 16, 2026.

Secretary



ELECTION SERVICES AGREEMENT

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

THIS CONTRACT (“Agreement”), including all attachments and Exhibits hereto, is made this date countersigned by the governing body of the Political Subdivision, by and between the Political Subdivision of RIVER PLANTATION MUNICIPAL UTILITY DISTRICT , hereinafter called “Political Subdivision,” and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called “Contracting Officer,” pursuant to Texas Election Code Section 31.092. The parties agree to hold a May 2, 2026 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its May 2, 2026 Election. Montgomery County’s certified Hart InterCivic Verity Voting System Version 2.5 voting system is to be used in the May 2, 2026 Joint Election, hereinafter called “Joint Election.”

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.

 - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time, and place thereof.

 - (c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

- (d) Procure election kits and supplies and distribute to the election judges and deputy early voting clerks. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.
- (e) Prepare and test voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections website and Public Information web access program.
- (g) Provide, in English and Spanish, the legal notice of the date, time, and place of the required public logic and accuracy tests and the first test of automatic tabulating equipment on the Montgomery County website. Prepare test materials and conduct internal election testing and the required public logic and accuracy tests and tests of tabulation equipment. Provide the publication in English and Spanish of a legal notice of joint election one time in Montgomery County newspaper(s).
- (h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and Election Day results, including mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Conduct a post-election hand count audit as provided by Section 127.201 of the Texas Election Code if required for the County election, or if Political Subdivision otherwise provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall post the results of any such count on the

Montgomery County website and, in accordance with Section 127.201(e) of the Texas Election Code, deliver a written report of the results of any such count to the Office of the Secretary of State and, if requested, to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body, as provided and authorized by law. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.

(d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

(e) Prepare, post, and publish all required election notices for Political Subdivision, with the exception of the joint election notice and the notice of the public test, which Contracting Officer shall publish and/or post on the Montgomery County website, as provided. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

(f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined

properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names and measures, copies of candidate applications, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the ballot audio recording. Review ballot proofs and approve by signature within deadlines provided.
- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

<u>Mail</u>	<u>Email*</u>	<u>Fax*</u>
Suzie Harvey Elections Administrator P. O. Box 2646 Conroe, TX 77305-2646	election.ballot@mctx.org	(936) 788-8340

*If an Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the original application must also be physically submitted and be received not later than the fourth business day after it is received by email or fax.

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for any ballot or election changes after deadlines, recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Immediately forward to Contracting Officer any information received from the Secretary of State regarding a post-election hand count audit of precincts and races or a waiver of the hand count audit. Contracting Officer must receive this information on the same day

received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports with the Secretary of State if required, unless both parties agree that Contracting Officer will submit precinct reports.
- (o) Pay a deposit, if required, of 60% of its estimated total cost, per the Exhibit D Cost Estimate, if provided, within thirty days from the date of the Exhibit D Cost Estimate. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than any deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

Checks shall be made payable to:

Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

- 4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the total final cost of the election. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In

accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed outside of normal business hours by personnel regularly employed by Contracting Officer will be allocated to Political Subdivision under this Agreement.

- (d) Political Subdivision acknowledges that voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy any such situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt by Contracting Officer of the fully executed Agreement(s).
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a \$1,000 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.

(k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. If requested by Contracting Officer, Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. The number of early voting locations and/or Election Day polling locations in a runoff election may be reduced. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the polling places must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the posting of the notice of the public logic and accuracy tests and the first test of automatic tabulating equipment, which Contracting Officer will post.

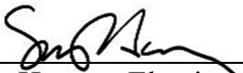
The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

[Remainder of this page intentionally left blank; signature page(s) to follow.]

MONTGOMERY COUNTY, TEXAS

January 7, 2026

Date Signed

By: 
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org
cynthia.jamieson@mctx.org

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

"Political Subdivision"

Date Signed

By: _____
Name: _____
Title: _____
Address: 2727 Allen Parkway, Suite 1100
City, State, Zip: Houston, TX 77019
Phone: 713-652-6500 Fax: 713-652-6500
Email: 09402@smithmur.com

Joint Election Agreement

Political Subdivision of RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on May 2, 2026; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on May 2, 2026, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on May 2, 2026 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court or designated by Contracting Officer, as applicable, and shall be authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, services, and training, are reflected in the Exhibit D - Cost Estimate, when incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.
2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery 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.
7. 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 the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed or emailed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

See attached signature page(s):

January 7, 2026
Date

Signature: 
Printed name: Suzie Harvey
Title: Elections Administrator
Political Subdivision: Montgomery County, Texas
All correspondence to be directed to:
Montgomery County Elections Office
Address: P. O. Box 2646
City, State, Zip: Conroe, Texas 77305-2646
Telephone: (936) 539-7843
Fax: (936) 788-8340
Email: suzie.harvey@mctx.org
cynthia.jamieson@mctx.org

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: River Plantation Municipal Utility District
Address: 2727 Allen Parkway, Suite 1100
City, State, Zip: Houston, Texas 77019
Telephone: (713) 652-6500
Fax: (713) 652-6515
Email: 09402@smithmur.com

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____