

Tuesday, March 4, 2025

Mayor Wil Kennedy  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

Re: Magnolia Bend Estates Section 2 – Water, Storm and Paving Improvements  
Recommendation for Conditional Acceptance into One-Year Maintenance Period  
City of Iowa Colony Project No. 2859  
Adico, LLC Project No. 16007-4-455

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Magnolia Bend Estates Section 2 – Water, Storm and Paving Improvements. The final inspection was completed on October 24, 2024, with all outstanding punch list items addressed on November 19, 2024.

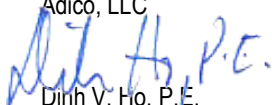
Based on our review of the closeout documents provided, Adico, LLC recommends conditional acceptance of Magnolia Bend Estates Section 2 – Water, Storm and Paving Improvements into the One-Year Maintenance Period. This acceptance is contingent on receiving the Construction Materials Testing certification. The maintenance period shall be effective upon receipt of the Construction Materials Testing Certification, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC



Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-4-455

## **Certificate of Substantial Completion**

PROJECT:  
Magnolia Bend Estates Section 2

TO OWNER:  
22.833 Magnolia Bend, LLC  
902 S. Friendswood Drive Suite E  
Friendswood, TX 77546

DATE OF ISSUANCE: February 4<sup>th</sup>, 2025

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:  
Magnolia Bend Section 2 pavement, utility, and drainage work as shown on the  
construction documents dated May 11<sup>th</sup>, 2023.

The Construction Work performed under this contract has been reviewed and appears, to the Engineers best knowledge, belief and as-built information, to be substantially complete. Substantial completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete and/or complete in accordance with the Construction Documents so that Owner can utilize the Construction Work for its intended use for which the Engineer was responsible. The date of Substantial Completion of the Project is hereby established as February 4<sup>th</sup>, 2025 which is also the date of commencement of applicable warranties required by the Construction/Contract Documents except as stated specifically below.

N/A

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A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Construction Documents.



Engineers Representative

02/04/2025

Date

Discipline Lead

Title

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

Owner

Date

CERTIFICATION OF INFRASTRUCTURE FOR:

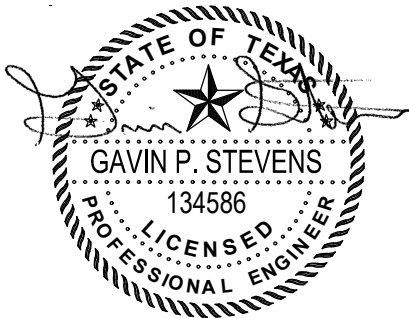
MAGNOLIA BEND ESTATES SECTION 2

(Project Name)

I, GAVIN STEVENS,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

*Engineer's Seal*

A handwritten signature in black ink, appearing to read "Gavin Stevens", written over a horizontal line.

*Engineer's Signature*PRD LAND DEVELOPMENT SERVICES,  
A DUNAWAY COMPANY*Licensed Engineering Firm Name*12621 FEATHERWOOD DRIVE, STE. 200*Address*HOUSTON, TX 77034*City, State and Zip Code*T (281) 760-1541 / C (214) 695-5123*Phone No.*

**MERCHANTS**  
**BONDING COMPANY**™

P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101355499

That Carter Construction, LLC  
of 4195 Kilgore Parkway, Baytown, TX 77523  
as Principal, and the Merchants Bonding Company (Mutual) as Surety are  
held and firmly bound unto the City of Iowa Colony  
3144 MERIDIANA PKWY, IOWA COLONY, TX, 77583 in the penal sum of  
Five Hundred Ninety-Four Thousand One Hundred Twenty-Three and 75/100 (\$594,123.75)  
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be  
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 20th day of February, 2025.

WHEREAS, the Principal entered into a certain contract, dated the 14th day of November,  
2023, with the Gromax Development, LLC

to furnish all the material and labor necessary for the construction of

Magnolia Bend Estates Section 2

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,  
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a  
period of One (1) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically  
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable  
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said  
City of Iowa Colony as aforesaid;

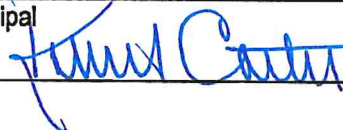
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does  
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said  
work, within the period of One (1) years from the date of acceptance of the work under said contract, by  
reason of bad workmanship or poor material used in the construction of said work, and shall keep all  
work in continuous good repair during said period, and shall in all other respects, comply with all the  
terms and conditions of said contract with respect to maintenance and repair of said work, then this  
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications  
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be  
obligated only to assure the maintenance of the work in the condition in which it existed at the time the  
work was accepted. Any obligation beyond this shall be that of only the Principal.

Carter Construction, LLC

Principal

By



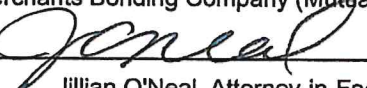
**Robert Carter**  
**President**

Approved \_\_\_\_\_

By \_\_\_\_\_

Merchants Bonding Company (Mutual)

By



Jillian O'Neal, Attorney-in-Fact

CON 0304 (2/15)



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Edward Arens; Erica Anne Cox; Hannah Montagne; Jillian O'Neal; Leland Rauch; Michele Bonnin; Philip Baker; Rebecca Garza; Shelly Bolender

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



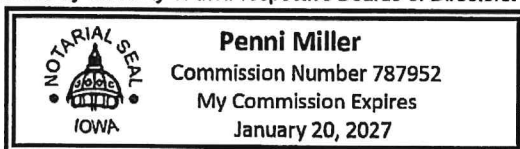
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of February, 2025



*William Warner Jr.*  
Secretary

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

**1-800-678-8171**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

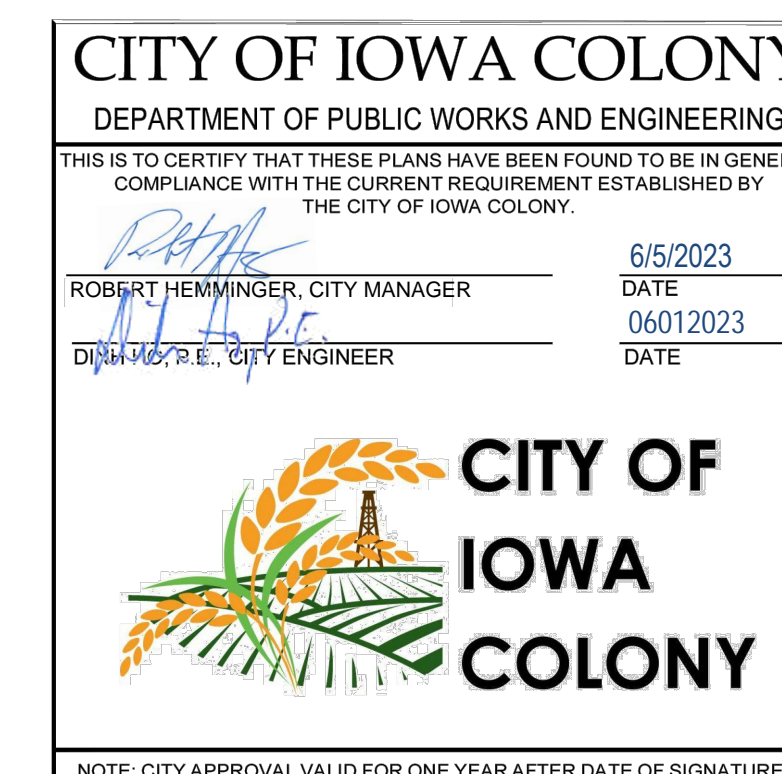


MAGNOLIA BEND DRIVE, IOWA COLONY, BRAZORIA COUNTY, TEXAS 77583

## SHEET INDEX

- C0.0 COVER SHEET
- C1.0 GENERAL NOTES
- C2.0 TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)
- C3.0 PLAT (FOR REFERENCE ONLY)
- C4.0 OVERALL SITE PLAN
- C5.0 EXISTING SITE AND DEMOLITION PLAN
- C6.0 SITE PLAN
- C7.0 SURVEY CONTROL PLAN
- C8.0 MASS GRADING PLAN
- C9.0 WATER PLAN
- C10.0 DRAINAGE PLAN
- C10.1 DITCH CAPACITY CALCULATIONS
- C11.0 DRAINAGE AREA MAP
- C12.0 DRAINAGE AREA CALCULATIONS
- C13.0 IMPERVIOUS COVER INVENTORY
- C14.0 OFFSITE DRAINAGE AREA MAP AND FLOODPLAIN EXHIBIT
- C15.0 EXISTING DETENTION POND LAYOUT 1
- C15.1 EXISTING DETENTION POND LAYOUT 2
- C15.2 DETENTION POND CALCULATIONS
- C16.0 EXISTING OFFSITE FLOODPLAIN MITIGATION
- C16.1 FLOODPLAIN MITIGATION PLAN
- C17.0 STREET 1 PLAN AND PROFILE STA 0+00 TO 5+00
- C17.1 STREET 2 PLAN AND PROFILE STA 5+00 TO 10+00
- C17.2 MAGNOLIA BEND DRIVE PLAN AND PROFILE STA 0+00 TO 5+00
- C17.3 MAGNOLIA BEND DRIVE PLAN AND PROFILE STA 5+00 TO 10+00
- C17.4 MAGNOLIA BEND DRIVE PLAN AND PROFILE STA 10+00 TO 15+00
- C17.5 STORM SEWER OUTFALL PROFILE
- C18.0 STORM WATER POLLUTION PREVENTION PLAN
- C19.0 IOWA COLONY STORM WATER POLLUTION PREVENTION DETAILS
- C20.0 IOWA COLONY PAVING DETAILS 1
- C20.1 IOWA COLONY PAVING DETAILS 2
- C21.0 IOWA COLONY WATER DETAILS
- C22.0 IOWA COLONY STORM SEWER DETAILS 1
- C22.1 IOWA COLONY STORM SEWER DETAILS 2
- C23.0 ADDITIONAL STORM DETAILS
- C24.0 BDD5 STANDARD DETAILS 1
- C24.1 BDD5 STANDARD DETAILS 2
- C24.2 BDD5 STANDARD DETAILS 3

OWNER:  
GROMAX DEVELOPMENT, LLC  
PAUL GROHMAN  
1925 PEARLAND PARKWAY, SUITE #150  
PEARLAND, TX 77581  
(281)-412-9210



COMMISSIONER'S SIGNATURE FOR FINAL APPROVAL:

BCCDD 5 REF. ID #: B220070

Lee Walden, P.E.  
President

Date	Kerry Osburn Vice President
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**Brandon Middleton**  
Secretary/Treasurer

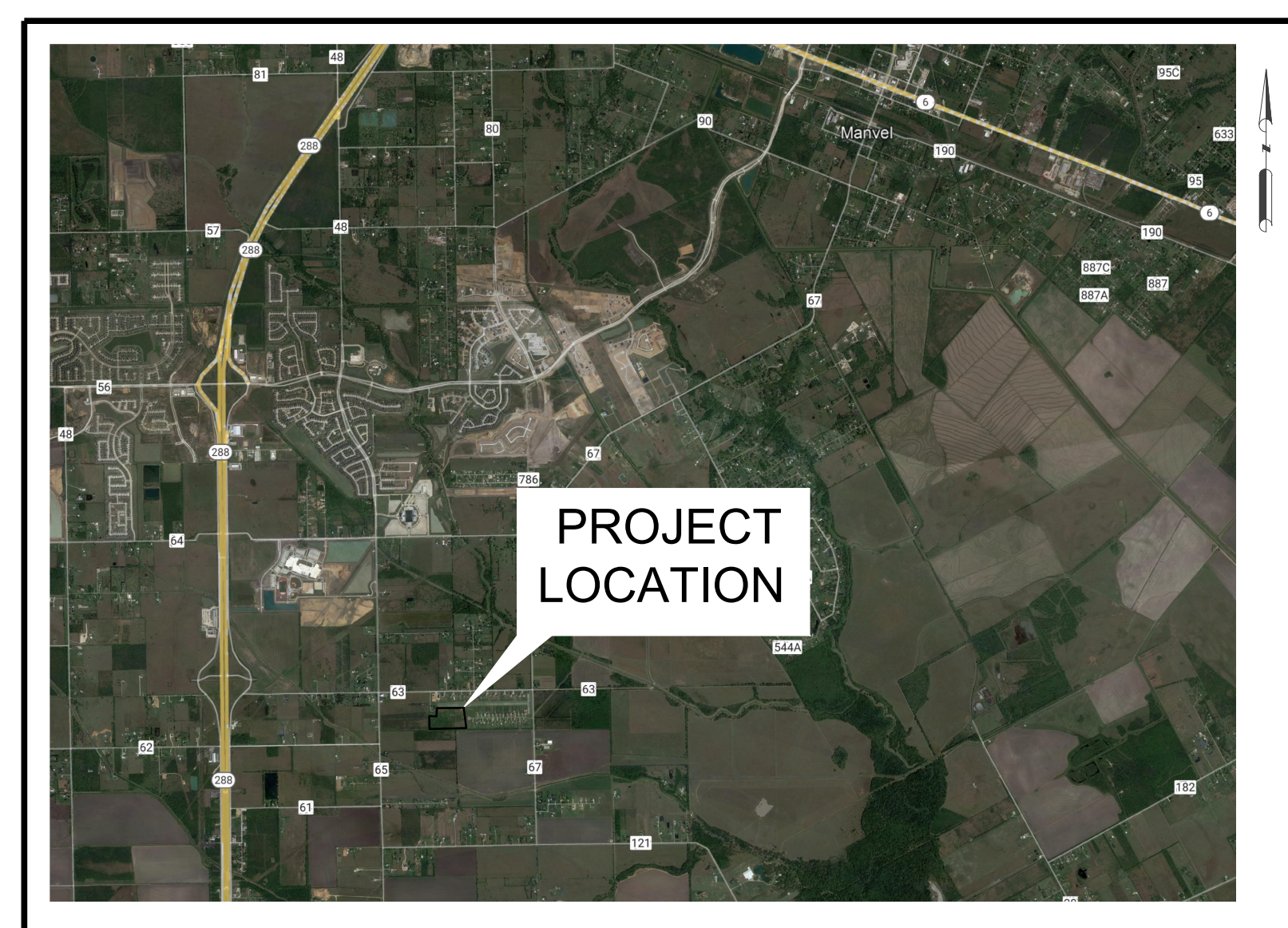
**Nazar Sabti**  
District Engineer

**Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.**

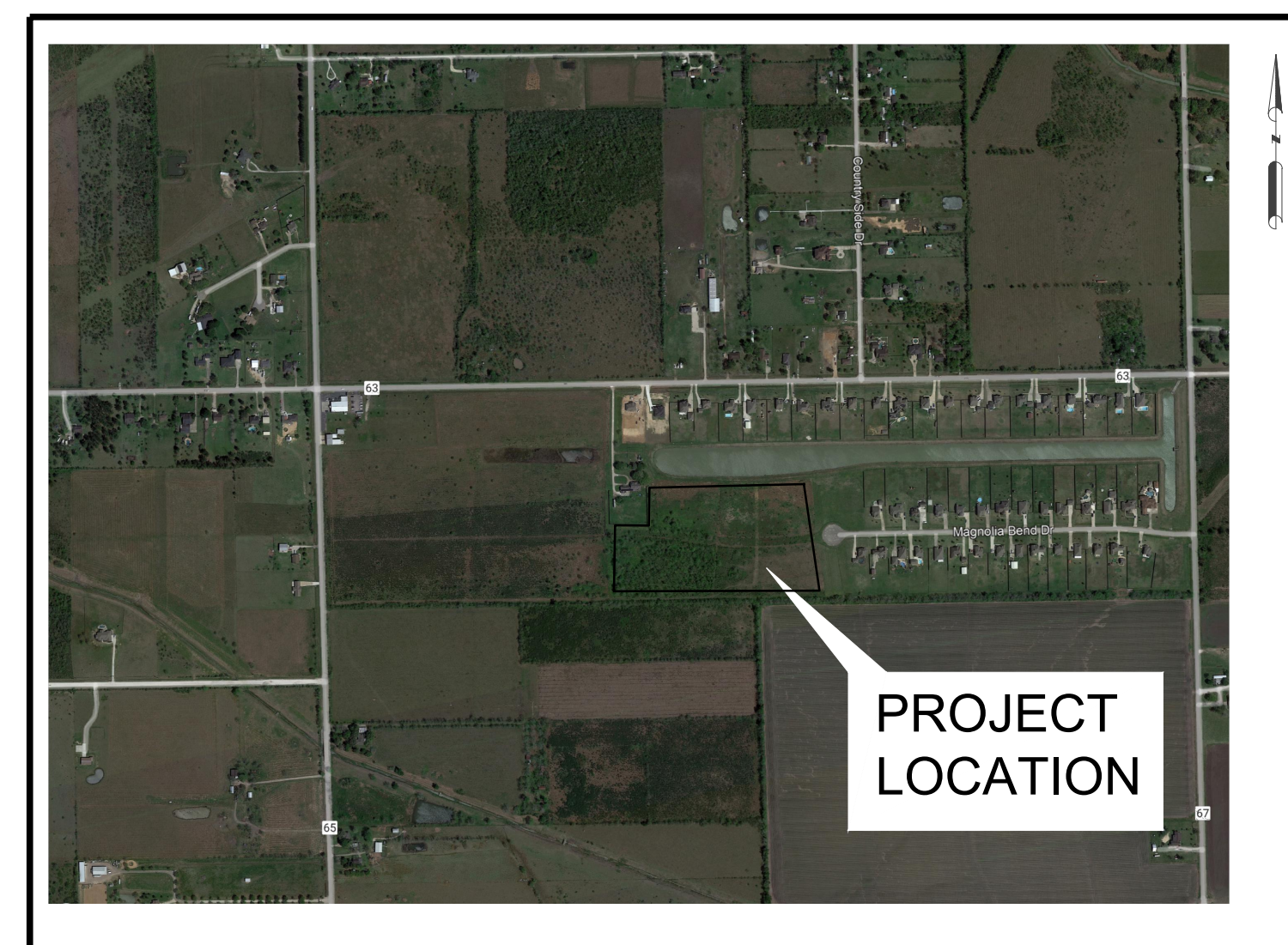
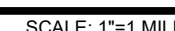
**CALL BEFORE YOU DIG**

CONTRACTOR MUST CALL THE ONE-CALL BOARD OF TEXAS (OCB) AT 1-800-545-6005 OR BY DIALING 811 PRIOR TO ANY EXCAVATION. CALLS MUST BE MADE NO SOONER THAN 14 DAYS NOR LESS THAN 48 HOURS (EXCLUDING WEEKENDS AND HOLIDAY) PRIOR TO EXCAVATION.

(TEXAS UTILITY CODE CHAPTER 251.101)



## PROJECT LOCATION MAP



VICINITY MAP

KEY MAP NO: 692Z  
ZIP CODE NO: 77583

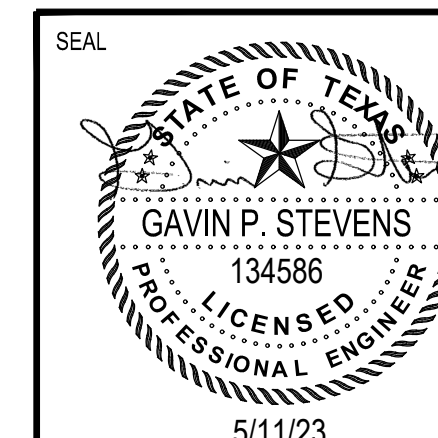


GOOGLE MAPS PROJECT  
LOCATION QR CODE



## LAND DEVELOPMENT SERVICES

TBPE Firm Registration No.: F-17238  
 12621 Featherwood Dr., Suite 200  
 Houston, Texas 77034  
 (281) 760-1541



DESIGNED BY: GPS

DRAWN BY: FGB

SHEET NAME

COVER SHEET

SHEET No.

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C 0.0