

Monday, May 6, 2024

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

Re: Sterling Lakes North Section 1 – Storm and Paving Facilities  
Recommendation for Acceptance into One-Year Maintenance Period  
City of Iowa Colony Project No. 2498 (WSD), 2277 (Paving)  
Adico, LLC Project No. 16007-4- 408 (WSD), 16007-4-432 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 1 – Storm and Paving Facilities. The final inspection was completed on December 5, 2023, with all outstanding punch list items addressed on January 2, 2024.

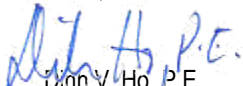
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Section 1 – Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 13, 2024, if approved by City Council.

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

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-4-408, 432



April 3, 2024

Re: Engineer's Certification of Completion  
Sterling Lakes North Sec 1

Ladies and Gentlemen:

In accordance with the City of Iowa Colony acceptance process, I, Jordan C. Konesheck, P.E., as Engineer, on behalf of LGI Homes – Texas, LLC (Developer), certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of the City of Iowa Colony. I further certify that the required improvements are substantially complete and currently functioning (or capable of functioning.)

I have provided (or will provide as noted) the following required items and respectfully request Acceptance of the subject subdivision.

1. Digital Copy (CD) and hard copy of As-Built drawings
2. Engineer's Certification of Completion
3. Fifty Percent (50%) Maintenance

Sincerely,  
Pape-Dawson Engineers, Inc.

A handwritten signature in blue ink that reads 'Jordan C. Konesheck'.

Jordan C. Konesheck, P.E.  
Senior Project Manager



4/3/24

K:\Projects\406\71\10\2-0 Design\2-5 Deliverables\240403 - Acceptance Package to City\Engineer of Record Letter

**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond **N**umber: 0842170

b. Principal: LGI Homes - Texas, LLC

c. Surety:

Name: Harco National Insurance Company

State **W**here Surety is Incorporated: Illinois

d. Obligee(s): \_\_\_\_\_; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then ~~the~~ City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean **any** and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

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

Parties: Principal and \_\_\_\_\_

Subdivision involved: Sterling Lakes North Sec 1

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Line, Sanitary Sewer, Drainage, and Paving  
Improvements

This **d**escription of the subject matter is intended only to identify the Contract and shall **not** be construed to restrict the scope of the Contract.

f. Bond **A**mount: \$4,774,594.25 FOUR MILLION SEVEN HUNDRED SEVENTY-SEVEN  
THOUSAND FIVE HUNDRED NINETY-FOUR & 25/100

g. Maintenance Period:

Starting Date of Maintenance Period: \_\_\_\_\_

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligees, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligees any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligees under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: January 8, 2024

SURETY: Harco National Insurance Company

By: 

Signature

Grace J Gray

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL: LGI Homes - Texas, LLC

By: 

Signature

Charles Merdian Chief Financial Officer

Print or Type Signer's Name

Chief Financial Officer

Signer's Title

**ATTACH POWER OF ATTORNEY**

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0842170

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**ERIC P. PRATT, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP**

North Adams, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY  
County of Essex

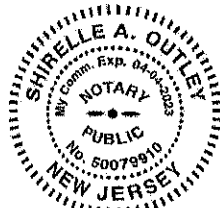
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 08, 2024

A00757

Irene Martins, Assistant Secretary



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# STERLING LAKES NORTH SEC 1

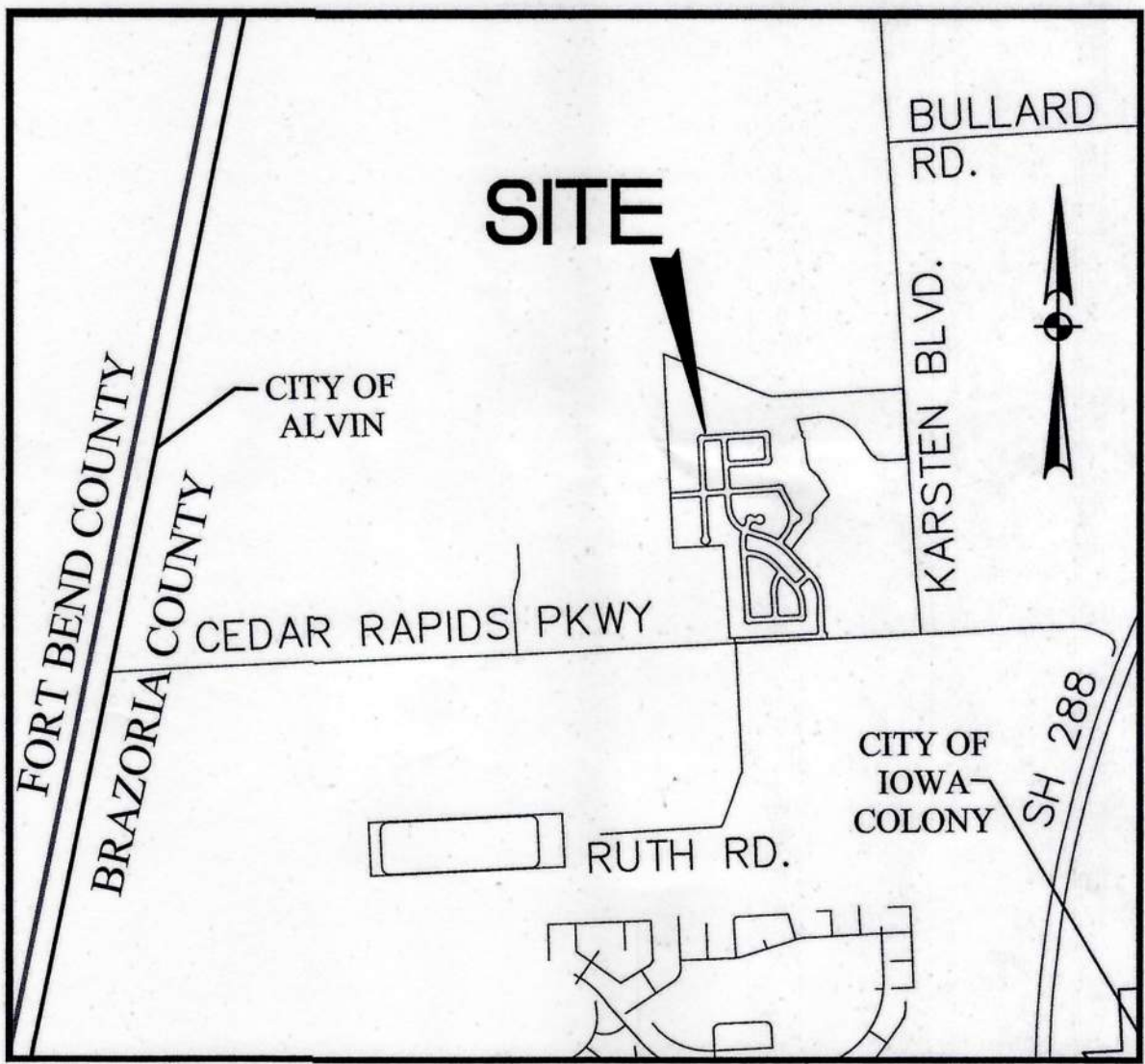
## CITY OF IOWA COLONY, TEXAS

### WATER, SANITARY SEWER, DRAINAGE, AND PAVING FACILITIES

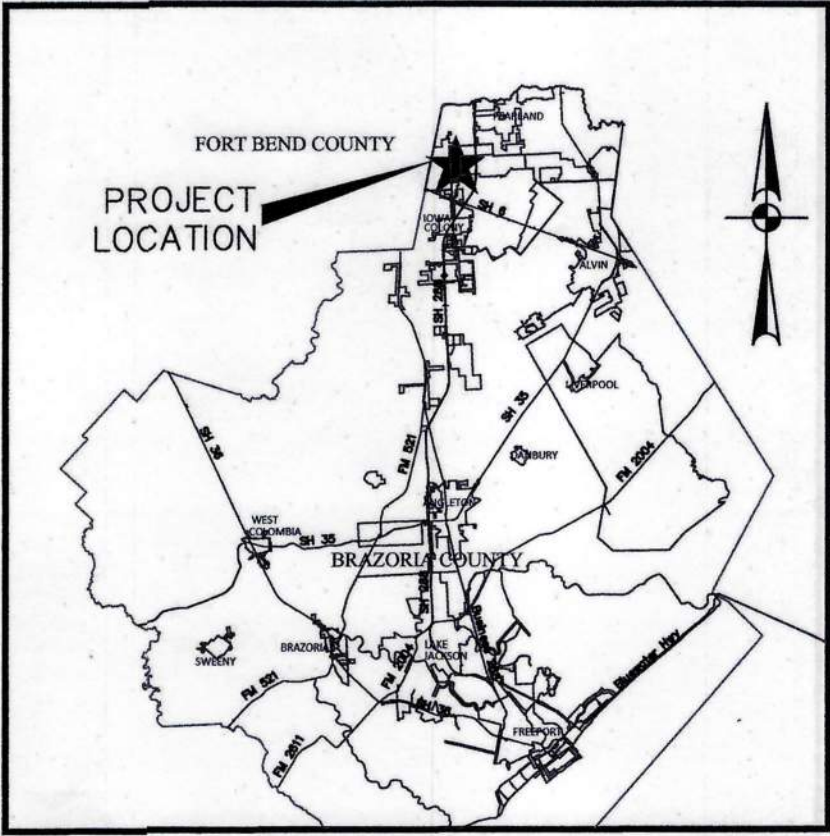
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5;  
CITY OF IOWA COLONY  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31;  
BRAZORIA COUNTY, TEXAS

### RECORD DRAWINGS

This project is constructed in general conformance with these plans and elevations on these drawings represent what was constructed within engineering tolerances



LOCATION MAP  
SCALE: 1" = 2000'  
MAP REF: KEY MAP 691H  
BCAD MAP: 289  
ZIP CODE: 77583



VICINITY MAP  
NOT-TO-SCALE

PREPARED FOR:

LGI HOMES - TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY  
JACK LIPAR - EXECUTIVE VICE PRESIDENT  
1450 LAKE ROBBINS DRIVE, SUITE 430  
THE WOODLANDS, TEXAS 77380  
TEL. 281.362.8998  
MAY 2022

FIRM  
FLOOD INSURANCE RATE MAP  
BRAZORIA COUNTY FIRM COMMUNITY  
MAP 48039C0105H PANEL 105 OF 850,  
DATED JUNE 5, 1989,  
BASE FLOOD ELEVATION = 53.00

#### BENCH MARK REFERENCE

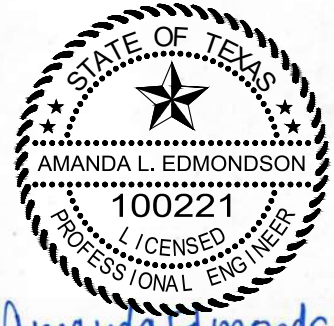
1. THESE PLANS AND THE SURVEYS UPON WHICH THEY ARE BASED ARE TIED INTO THE NATIONAL GEODETIC SURVEY BENCHMARKS. THE BENCHMARKS USED FOR THE TIES ARE NOTED ON THE PLANS.
2. WHERE NEW CONSTRUCTION WILL DAMAGE, DESTROY, OR ALTER AN EXISTING SURVEY MARKER, CONTRACTOR TO INSTALL A SURVEY MARKER RESURVEYED TO CITY SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER.

**PAPE-DAWSON  
ENGINEERS**

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS  
10950 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713.428.2400  
TBPCE FIRM REGISTRATION #470 | TBPCE FIRM REGISTRATION #10193974

CALL BEFORE YOU DIG!  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
OR BLAST - STOP CALL  
Texas One Call System  
1-800-245-4545

THE STERLING LAKES NORTH DRAINAGE  
IMPACT ANALYSIS WAS APPROVED BY  
BCDD5 ON OCTOBER 11, 2021.



CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER - CONSTRUCTION@BRAZORIA-COUNTY.COM, 48 HOURS BEFORE COMMENCING WORK.

PLAN APPROVAL IS VALID FOR ONE YEAR FROM DATE OF SIGNATURES.

*[Signature]* 05/26/2022  
DATE  
BRAZORIA COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 31 ENGINEER SIGNATURE  
VALID FOR ONE (1) YEAR

COMMISSIONER'S SIGNATURE FOR FINAL APPROVAL:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5  
BCDD5 REFERENCE ID # B200051

*[Signature]* 7/11/22  
LEE WALDEN, P.E. DATE  
PRESIDENT

*[Signature]* 7/11/22  
BRANDON MIDDLETON DATE  
SECRETARY/TREASURER

*[Signature]* 7/11/22  
KERRY L. OSBURN DATE  
VICE PRESIDENT

*[Signature]* 7/11/22  
JARROD ADEN DATE  
DISTRICT ENGINEER

NOTE: PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

### CITY OF IOWA COLONY

#### DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

*[Signature]*  
MICHAEL BYRUM BRATSEN, MAYOR  
DINH HO, P.E., CITY ENGINEER

08312022  
DATE  
08312022  
DATE



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES