

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 17-5-23A**

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM  
WESTVIEW – 18052 1ST PL S, BURIEN, WA**

**WHEREAS**, the Board of Commissioners of Highline Water District has heretofore approved an application for the above-titled extension; and

**WHEREAS**, said extension has been found to have been constructed in accordance with the District's standards; and

**WHEREAS**, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The General Manager agrees with the recommendation for acceptance of said extension.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The above-entitled extension to the District's system is hereby accepted by the District, subject to the guarantee and other provisions of the Developer Extension Agreement on file at the District's office.
2. The Bill of Sale, notarized on 4/12/17 and executed by Todd McKittrick, Owner/Manager, is hereby accepted and attached as Exhibit A, along with system map.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **23rd** day of **May 2017**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Todd Fultz, President

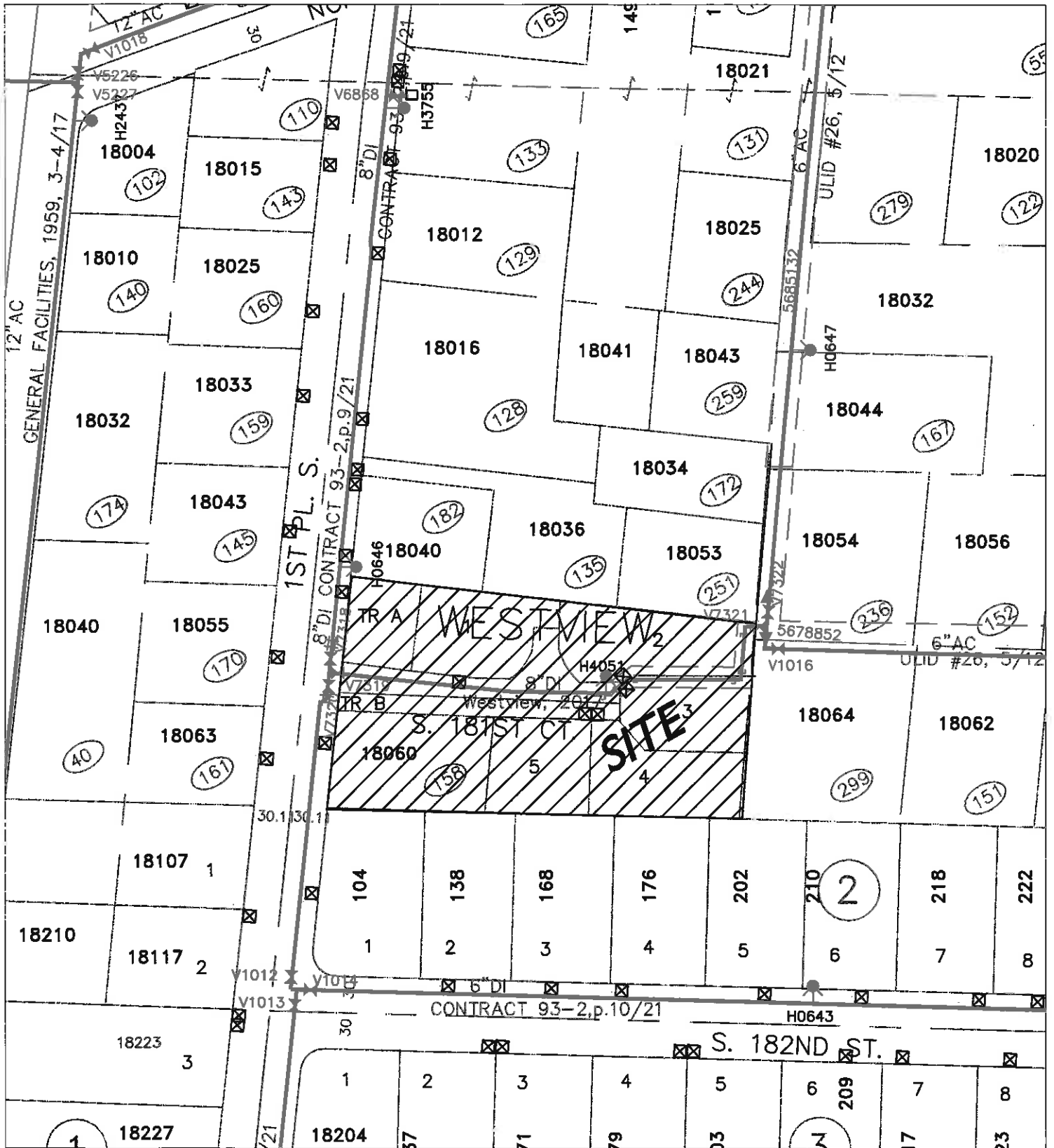
  
\_\_\_\_\_  
Vince Koester, Commissioner

  
\_\_\_\_\_  
Kathleen Quong-Vermeire, Commissioner

  
\_\_\_\_\_  
Daniel Johnson, Secretary

  
\_\_\_\_\_  
George Landon, Commissioner

# ATTACHMENT I



**Westview**  
**18050 1st Pl S**  
**DE-1080**

4/13/17



Legend	
	Hydrants
	Water meters
	Valves
	490 Zone Water Main

# HIGHLINE WATER DISTRICT

EXHIBIT A

## BILL OF SALE

Know all men by these presents that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor.

MILLENNIAL BUILDERS, LLC, does by the presents hereby convey, set over, assign, transfer and sell to HIGHLINE WATER DISTRICT, King County, Washington, a municipal corporation, the following described water mains and all appurtenances thereto, situated in King County, Washington.

LOCATION: S. 181ST CT - WESTVIEW SUBDIVISION

ALONG: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

ALONG: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

ALONG: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

### DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
MAIN	8" DI	414 LF	\$ 67.54	\$ 27,963
HYDRANT	6" w/ VALVE	1	\$ 4,700	\$ 4,700
GATE VALVES	8"	5	\$ 2,160	\$ 10,800
SERVICES	1" COPPER	5	\$ 960	\$ 4,800
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Cost of Water Improvements</b>				<b>\$ 48,263</b>

The said Grantor hereby certifies that it is the sole owner of all of the property above described; that it has full power to convey the same and that it will defend the said title of said water district against any and all persons lawfully making claim thereto. The total cost of installing the above described extension to the present water district system, including labor and materials is:

Forty Eight Thousand Two Hundred Sixty Three Dollars (\$ 48,263 )

The Developer's Maintenance Bond will be for 50% of this amount.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 12<sup>th</sup> day of APRIL, ~~2015~~ 2017

[Signature]

Title: OWNER-MANAGER

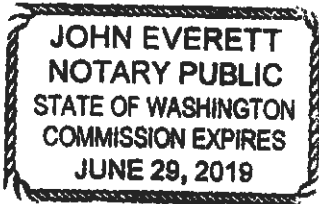
Title: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING       )

On this 12<sup>th</sup> day of APRIL, 2017, before me the undersigned, a Notary Public, personally appeared TODD MCKIRK, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
*Signature of Notary*

\_\_\_\_\_  
*Print or stamp name of Notary*

Notary Public for the State of Washington,  
residing at SEATTLE, WA

My appointment expires 6/29/19

## Highline Water District

Name of Project: Westview Estate S

### Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS that whereas Highline Water District, King County, Washington, a Washington municipal corporation, hereinafter designated as "the District" has entered into a contract dated 7-20-16, with Millennia Builders, hereinafter designated as "the developer", providing for construction of Onsite Water System, which contract is on file at the District offices and by this reference is made a part hereof.

Whereas said contract and the "contract documents" composing it are on file at the water district office and are incorporated herein by reference, and made a part hereof as though fully set forth; and

Whereas said Developer is required under the terms of said contract to furnish a Maintenance Bond for 50% of the actual and total documented costs for the installation of water main and related appurtenances and faithful performance thereof for a period of two (2) years, or until the District inspects and releases said project.

Now Therefore we, the undersigned Developer, as principal, and Millennia Builders, a corporation organized and existing under and by virtue of the laws of the State of Washington and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound unto said water district in the sum of 24,132.00 Dollars (\$                    ) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that the Developer, his heirs, representatives or successors or assigns shall well and truly keep and observe all of the covenants, conditions and agreements in said contract, and contract documents, and shall faithfully perform all of the provisions of the said contract and contract documents, and pay all contractors, laborers, mechanics, sub-contractors and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall pay all obligations arising under the said contract, including taxes, and shall indemnify and save harmless the District, its officers and agents, from any pecuniary loss, including legal fees and expense, resulting from the breach of any of the covenants, conditions or agreements to be performed by the developer.

No change, extension of time, alteration or addition to the work to be performed under this contract shall in any way affect the Developer's or Surety's obligation on this bond,

& Surety does hereby waive notice of any change, extension of time, alteration or additions to the work.

This bond is furnished in pursuance of the requirements of the said contract and contract documents, and is in accord with the provisions of Section 39.08.010 et. seq. of the Revised Code of Washington (RCW), and in addition to the other obligations herein contained, is made, executed and delivered by the Developer and Surety to the Owner for the laborers, mechanics, sub-contractors and material men, and all persons who supply such person(s) with provisions and supplies for the carrying on of the work covered by the said contract and contract documents.

IN WITNESS WHEREOF the said Developer and the said Surety caused this bond to be signed and sealed by their duly authorized officers or agents this 8 day of May, 2017.

Millennial Builders  
Developer

Todd McSistanick  
By

MANAGER  
Title

\_\_\_\_\_  
Attorney-in-fact

Ironshore Indemnity Inc  
Surety

Annelies M'Purhe  
By

Annelies M Richie, Attorney-In-Fact  
Title

BOND NUMBER: SUR4001434

**Maintenance Bond**

KNOW ALL MEN BY THESE PRESENTS, that we MILLENNIAL BUILDERS, LLC  
hereinafter  
called Principal, as Principal, and IRONSHORE INDEMNITY INC.  
a corporation of the State of MINNESOTA, hereinafter called Surety, as Surety, are held and firmly  
bound unto HIGHLINE WATER DISTRICT

hereinafter called Oblige in the sum of TWENTY FOUR THOUSAND ONE HUNDRED THIRTY TWO AND 00/100S (\$24,132.00)  
DOLLARS, lawful money of the United States of America, to be paid to the said Oblige, or its successors or assigns, to  
the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 15th day of MAY, 2017.

WHEREAS, the Principal entered into a contract with the said Oblige, dated \_\_\_\_\_,  
for WESTVIEW - WATER SYSTEM

and,  
WHEREAS, the Oblige requires that these presents be executed on or before the final completion and acceptance of said  
contract and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without  
cost to the Oblige, any defects which may develop during a period of 05/03/2017 TO 05/03/2019  
from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior  
materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

ATTEST:

\_\_\_\_\_  
By: MILLENNIAL BUILDERS, LLC Principal

IRONSHORE INDEMNITY INC.

\_\_\_\_\_  
By: Anneliese M. Polk  
Anneliese M. Polk, Attorney-in-Fact



POWER OF ATTORNEY

III- SUR40014345

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Alliceon A. Keltner, Cynthia L. Jay, Karen C. Swanson, Julie R. Trulltt, Jamie Diemer, Carley Espiritu, Christopher Kinyon, Annelies M. Richie, Mary S. Norrell, Heather L. Allen, Tamara A. Ringelsen, Emily Ann Jovanovich Its true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:


Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.



By:   
Daniel L. Sussman  
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

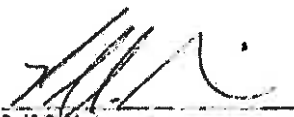
BY   
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 15th Day of May, 20 17



  
Paul S. Giordano  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



**Agenda Item No.:** 3.1  
**Agenda Date:** 05/23/17  
**Reviewed By:** JSD

**Subject:** Developer Extension -- Westview  
Accept Project as Complete

**ATTACHMENTS:**

1. Resolution
2. Map
3. Bill of Sale
4. Maintenance Bond

**BACKGROUND:**

**Name of DE:** Westview

**Name of Developer:** Millennial Builders, LLC

**Plat or Subdivision:** Westview

**Scope of Work:** Provide and install approximately 414 lf of 8" DI water main, 1 fire hydrant, five 1" water meters/services, 5 eight-inch valves, 1 six-inch valve, and related appurtenances necessary to provide domestic water service, irrigation, and fire suppression to five new single-family residents.

**Resolution # Authorize DE:** 16-7-20C

**General Location of DE:** 18052 1st Pl S, Burien, WA 98148

**Bill of Sale Dated:** April 12, 2017

**Signed by:** Todd McKittrick, Owner/Manager

**Requesting Latecomers  
Payback Agreement?:**

Yes  No  N/A

**Deposit Paid?:**

Yes  No  N/A

**Amt. of Deposit:** \$6000.00

**Explanation:** This is the final step in the developer extension process. This resolution authorizes acceptance of the developer extension, and staff has verified that it is complete in accordance with the District's standards.