

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 18-1-17A**

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM  
THE PINNACLES AT DES MOINES – S 232ND ST & 14TH AVE S**

**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 12/08/17 and executed by Jonathan Bartels, Executive 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 **17th** day of **January 2018**.

**BOARD OF COMMISSIONERS**



---

**Daniel Johnson**, President



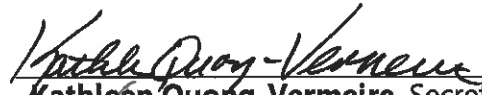
---

**Todd Fultz**, Commissioner



---

**George Landon**, Commissioner



---

**Kathleen Quong-Vermeire**, Secretary



---

**Vince Koester**, Commissioner



# HIGHLINE WATER DISTRICT

## 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.

Pinnacle of Pass Molines 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: \_\_\_\_\_

ALONG: 12<sup>th</sup> PLS FROM: 0+70 TO: 8+04

ALONG: LOT 9-13 FROM: 10+50 TO: 15+50

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

### DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
	8"	1182	\$ 45 <sup>25</sup>	\$ 53485
SENSE		23	\$ 950	\$ 21,850
GATE VALVE	8"	6	\$ 7380	\$ 7,380
AIR VAC	2"	1	\$ 2285	\$ 2285
HYDRANT		2	\$ 4350	\$ 8700
MISC			\$	\$ 21,049.99
			\$	\$
			\$	\$
<b>Total Cost of Water Improvements</b>				<b>\$ 124,779.89</b>

plus TAX



**CORPORATION ACKNOWLEDGEMENT**

STATE OF WASHINGTON    )  
                                  )   SS  
COUNTY OF KING        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, a Notary Public, personally appeared \_\_\_\_\_, to me known to be the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

\_\_\_\_\_  
*Signature of Notary*

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

Notary Public for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Work Construction L.L.C.		Project: Pinnacles at Des Moines		Progress Payment No. 15							
GENERAL CONTRACTORS		Owner: JK Monarch LLC									
LIC. #WORK001939RN		Engineer: Patrick Harron		Date							
8525 - 152nd AVE. N.E. - Redmond, WA 98062-3610		Date: 10/25/2017		10/25/2017							
B.I.	Description	Unit	Quantity	Unit price	Bid amount	Previous quantity	Quantity this period	Quantity to date	Previous cost	Cost this period	Cost to date
	Schedule 3 - Sanitary Sewer										
	Total from previous sheet				\$108,390.00				\$107,816.25	\$0.00	\$107,816.25
305	CSBC For trench (if needed)	tn	0.00	\$24.00	\$0.00	43.69	0.00	43.69	\$1,048.56	\$0.00	\$1,048.56
306	Removes pipe	lf	262.00	\$12.00	\$3,024.00	262.00	0.00	262.00	\$3,024.00	\$0.00	\$3,024.00
307	Remove Type II MH	ea	2.00	\$1,000.00	\$2,000.00	2.00	0.00	2.00	\$2,000.00	\$0.00	\$2,000.00
308	Adjust casing	ea	1.00	\$350.00	\$350.00	3.00	0.00	3.00	\$1,050.00	\$0.00	\$1,050.00
309	Flush test & TV	ls	1.00	\$2,840.00	\$2,840.00	0.40	0.60	1.00	\$1,096.00	\$1,584.00	\$2,840.00
	Total				\$110,404.00				\$115,994.81	\$1,584.00	\$117,578.81
	Schedule 4 - Storm Drainage										
400	Contract to existing	ea	2.00	\$500.00	\$1,000.00	4.00	0.00	4.00	\$2,000.00	\$0.00	\$2,000.00
401	6" PVC Lot drain	lf	1,040.00	\$16.00	\$16,640.00	1095.00	0.00	1095.00	\$17,520.00	\$0.00	\$17,520.00
402	6" CO	lf	19.00	\$300.00	\$5,700.00	19.00	0.00	19.00	\$5,700.00	\$0.00	\$5,700.00
403	12" SD	lf	1,647.00	\$45.00	\$74,115.00	1657.00	0.00	1657.00	\$74,565.00	\$0.00	\$74,565.00
404	CB Type I w/ Beehive grates	ea	2.00	\$1,200.00	\$2,400.00	5.00	0.00	5.00	\$6,000.00	\$0.00	\$6,000.00
405	CB Type I	ea	18.00	\$1,050.00	\$18,900.00	16.00	0.00	16.00	\$16,900.00	\$0.00	\$16,900.00
406	CB Type II	ea	1.00	\$1,300.00	\$1,300.00	1.00	0.00	1.00	\$1,300.00	\$0.00	\$1,300.00
407	CB Type II 48"	ea	4.00	\$4,475.00	\$17,900.00	4.00	0.00	4.00	\$17,900.00	\$0.00	\$17,900.00
408	Treat rack	ea	1.00	\$350.00	\$350.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
409	Rain Garden	ls	1.00	\$16,950.00	\$16,950.00	0.70	0.30	1.00	\$11,865.00	\$5,085.00	\$16,950.00
410	Vault	ls	1.00	\$168,600.00	\$168,600.00	0.90	0.10	1.00	\$151,650.00	\$16,950.00	\$168,600.00
411	Rip Rip outfall pad	ea	1.00	\$460.00	\$460.00	1.00	0.00	1.00	\$460.00	\$0.00	\$460.00
412	Pipe removal	lf	115.00	\$14.00	\$1,610.00	82.00	0.00	82.00	\$1,288.00	\$0.00	\$1,288.00
413	Clean storm	ls	1.00	\$1,600.00	\$1,600.00	1.00	0.00	1.00	\$1,600.00	\$0.00	\$1,600.00
	Total				\$327,415.00				\$308,638.00	\$21,836.00	\$330,574.00
	Schedule 5 - Water System										
500	Connect to existing	ea	2.00	\$5,050.00	\$10,100.00	1.50	0.00	1.50	\$7,575.00	\$0.00	\$7,575.00
501	6" Cl. 52 DI	lf	67.00	\$41.50	\$2,786.50	57.00	0.00	57.00	\$2,365.50	\$0.00	\$2,365.50
502	6" Cl. 52 DI	lf	1,198.00	\$45.25	\$54,209.50	1182.00	0.00	1182.00	\$53,485.50	\$0.00	\$53,485.50
503	6" Gate valve	ea	6.00	\$1,250.00	\$7,500.00	6.00	0.00	6.00	\$7,380.00	\$0.00	\$7,380.00
504	Fire hydrant	ea	2.00	\$4,350.00	\$8,700.00	2.00	0.00	2.00	\$8,700.00	\$0.00	\$8,700.00
505	2" Air Vac	ea	1.00	\$2,285.00	\$2,285.00	1.00	0.00	1.00	\$2,285.00	\$0.00	\$2,285.00
508	Single service (less meter & DCVA)	ea	23.00	\$950.00	\$21,850.00	23.00	0.00	23.00	\$21,850.00	\$0.00	\$21,850.00
507	Service line	lf	660.00	\$13.65	\$8,997.00	703.00	0.00	703.00	\$9,595.95	\$0.00	\$9,595.95
	Total this sheet				\$115,699.00				\$113,236.95	\$0.00	\$113,236.95

Work Construction L.L.C.		Project: Pinnacles at Des Moines		Progress Payment No. 15							
GENERAL CONTRACTORS		Owner: JK Monarch LLC									
LIC: #WORKOC1963RN		Engineer: Patrick Harron									
8526 - 162nd AVE. N.E. - Redmond, WA 98052-3510		Date: 10/25/2017		Date: 10/25/2017							
B.I.	Description	Unit	Quantity	Unit price	Bid amount	Previous quantity	Quantity this period	Quantity to date	Previous cost	Cost this period	Cost to date
	Schedule 5 - Water System										
	Total from previous sheet				\$115,868.00				\$113,236.95	\$0.00	\$113,236.95
508	Abandon ex service at main	ea	2.00	\$1,400.00	\$2,800.00	0.00	1.00	1.00	\$0.00	\$1,400.00	\$1,400.00
508	Misc. fittings	ls	1.00	\$2,280.00	\$2,280.00	1.00	0.00	1.00	\$2,280.00	\$0.00	\$2,280.00
510	Flush, plug and test	ls	1.00	\$3,500.00	\$3,500.00	1.00	0.00	1.00	\$3,500.00	\$0.00	\$3,500.00
511	5/8-1/4" For trench	ln	56.00	\$24.00	\$1,344.00	79.06	0.00	79.06	\$1,897.44	\$0.00	\$1,897.44
512	Saw cut for permanent patch (if needed)	lf	130.00	\$4.50	\$585.00	63.00	0.00	63.00	\$286.50	\$0.00	\$286.50
513	Asphalt removal	sy	36.00	\$12.00	\$432.00	8.00	0.00	8.00	\$72.00	\$0.00	\$72.00
514	Incidental asphalt for patch	ln	12.00	\$225.00	\$2,700.00	2.42	0.00	2.42	\$544.50	\$0.00	\$544.50
516	Traffic control	mhr	48.00	\$54.50	\$2,616.00	29.00	0.00	29.00	\$1,580.50	\$0.00	\$1,580.50
	Total				\$132,158.00				\$123,349.89	\$1,400.00	\$124,749.89
	Schedule 6 - Asphalt, Concrete & Miscellaneous										
600	2" Cl HMA 2" CSTC	sy	2,777.00	\$17.80	\$49,430.60	2785.00	0.00	2785.00	\$49,751.00	\$0.00	\$49,751.00
601	2" Cl HMA overlay	sy	862.00	\$17.60	\$15,175.20	862.00	0.00	862.00	\$11,475.20	\$0.00	\$11,475.20
602	2" Grind and overlay	sy	400.00	\$12.60	\$5,040.00	500.00	0.00	500.00	\$6,300.00	\$0.00	\$6,300.00
603	CSTC For road, drive & walk	ln	920.00	\$25.50	\$23,460.00	1117.21	28.23	1145.44	\$28,486.96	\$719.67	\$29,206.72
604	Asphalt thickened edge	lf	120.00	\$3.00	\$360.00	120.00	0.00	120.00	\$360.00	\$0.00	\$360.00
605	Vertical curb & gutter	lf	1,742.00	\$10.40	\$18,116.80	1760.00	0.00	1760.00	\$18,304.00	\$0.00	\$18,304.00
606	4" Thick concrete sidewalk	sf	4,405.00	\$2.80	\$12,334.00	4395.00	0.00	4395.00	\$12,306.00	\$0.00	\$12,306.00
607	6" Thick concrete walk & driveway	sf	4,306.00	\$3.60	\$15,498.00	4420.00	0.00	4420.00	\$16,912.00	\$0.00	\$16,912.00
608	Walk ramps	ea	2.00	\$1,050.00	\$2,100.00	2.00	0.00	2.00	\$2,160.00	\$0.00	\$2,160.00
609	Asphalt transition ramps	ea	3.00	\$250.00	\$750.00	3.00	0.00	3.00	\$750.00	\$0.00	\$750.00
610	Fine grade asphalt	sy	3,029.00	\$3.50	\$10,601.50	3029.00	0.00	3029.00	\$10,601.50	\$0.00	\$10,601.50
611	Fine grade for concrete curb & gutter	lf	1,742.00	\$1.75	\$3,048.50	1760.00	0.00	1760.00	\$3,080.00	\$0.00	\$3,080.00
612	Fine grade for sidewalks & driveways	sf	8,710.00	\$0.35	\$3,048.50	8874.00	0.00	8874.00	\$3,106.90	\$0.00	\$3,106.90
613	Saw cut	lf	432.00	\$3.50	\$1,512.00	82.00	0.00	82.00	\$287.00	\$0.00	\$287.00
614	Asphalt removal	sy	70.00	\$12.00	\$840.00	15.00	0.00	15.00	\$180.00	\$0.00	\$180.00
615	Signs	ea	2.00	\$400.00	\$800.00	0.00	2.00	2.00	\$0.00	\$800.00	\$800.00
616	Stop bar 12" x 15'	ea	1.00	\$700.00	\$700.00	0.00	1.00	1.00	\$0.00	\$700.00	\$700.00
617	Fog line paint & C/L	ls	1.00	\$1,800.00	\$1,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
618	Mail box cluster 8 & 12 unit CBU	ea	3.00	\$2,250.00	\$6,750.00	0.00	3.00	3.00	\$0.00	\$6,750.00	\$6,750.00
619	Wall ex	lf	385.00	\$8.00	\$3,080.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
620	Key stone wall	sf	675.00	\$26.40	\$17,820.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
621	Rock walls	sf	1,790.00	\$17.95	\$32,130.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
622	Incidental asphalt for patch S 232nd st & 14th Ave S	ln	40.00	\$226.00	\$9,040.00	2.06	3.99	6.05	\$463.50	\$695.25	\$1,158.75
623	Labor for traffic control (if needed)	hr	32.00	\$54.50	\$1,744.00	76.00	0.00	76.00	\$4,087.50	\$0.00	\$4,087.50
	Total				\$231,339.60				\$197,612.46	\$9,865.12	\$177,277.57

# Highline Water District

Name of Project: The Pinnacles at Des Moines

## Maintenance Bond

Bond No. 382603SM

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 \_\_\_\_\_, with Pinnacles at Des Moines, LLC, hereinafter designated as "*the developer*", providing for construction of water extension for the plat of The Pinnacles at Des Moines, 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 Indemnity Company of California, a corporation organized and existing under and by virtue of the laws of the State of California 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 Sixty Eight Thousand One Hundred \*Dollars (\$68,112.00--) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

\*Twelve and 00/100ths---

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 21st day of December, 2017.

Pinnacles at Des Moines, LLC

Developer

  
By Jonathan K. Bartels

Executive Manager

Title

Cindy Chambers

Attorney-in-fact

Indemnity Company of California

Surety

  
By Cindy Chambers

Attorney-in-Fact

Title

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Mallori Peck, Tiffany Karpavicius, Cindy Chambers, Billie Stuart, Ben M. Houk, Gretchen Henrie, Drake G. Nicholson, Kim Wenrich, Tandy Hepner, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

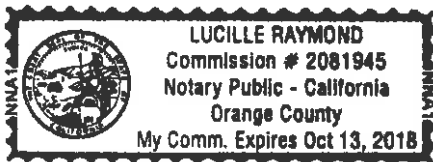
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of December

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary



Agenda Item No.: 3.1

Agenda Date: 01/17/18

Reviewed By: 

**Subject:** Developer Extension – Accept as Complete  
The Pinnacles at Des Moines

**ATTACHMENTS:**

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

**BACKGROUND:**

**Name of DE:** The Pinnacles at Des Moines

**Name of Developer:** JK Monarch Fine Homes

**Plat or Subdivision:** The Pinnacles at Des Moines

**Scope of Work:** Provide and install approx. 1,182 lf 8" water main, 2 fire hydrants, twenty 3/4" water meters/services, two 1" water meters/services, six 8" gate valves, one 2" air vac, and related appurtenances necessary to provide domestic water service, irrigation, and fire suppression to twenty-two new single family residents.

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

**General Location of DE:** S 232<sup>nd</sup> St & 14<sup>th</sup> Ave S

**Bill of Sale Dated:** 12/08/17

**Signed by:** Jonathan Bartels, Executive Manager

**Requesting Latecomers**

**Payback Agreement?:** Yes  No  N/A

**Deposit Paid?:** Yes  No  N/A

**Amt. of Deposit:** \$10,000

**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.