

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 18-2-21A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
DES MOINES CREEK BUSINESS PARK II – FAA FACILITY
2200 S 216TH ST, DES MOINES, 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 08/15/17 and executed by Bart Brynestad, Managing Member, 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 **21st** day of **February 2018**.

BOARD OF COMMISSIONERS



Daniel Johnson, President



Todd Fultz, Commissioner



George Landon, Commissioner



Kathleen Quong-Vermeire, Secretary



Vince Koester, Commissioner

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,

Des Moines Creek Business Park Phase II, 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 ONSITE - 2200 South 216th Street, Des Moines, WA 98198

ALONG:		FROM:		TO:	
ALONG:		FROM:		TO:	

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
8" DI/ including fittings	8"	1912'	65.50	65486
12" DI/ including fittings	12"	568'	84.00	32120
1" Service	1"	1 EA	5,500	5,500
2" Service	2"	1 EA	7500	7500
8" Gate valves	8"	11ea	1250	13750
3" Service	3"	1EA	30587	30587
12" Gate valves	12"	6ea	3250	16500
Hydrants		7	6400	39200
Total Cost of Water Improvements				\$ 294,585

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:

Highline Water District

Name of Project: Des Moines Creek Business Park Phase II - FAA Building

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 June 8th, 2016, with Des Moines Creek Business Phase II, LLC, hereinafter designated as "*the developer*", providing for construction of Water Mains and Appurtenances, 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 The Hanover Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New Hampshire 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 One Hundred Forty Seven Thousand Two Hundred Ninety Two and No/100 Dollars (\$147,292.00) 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.

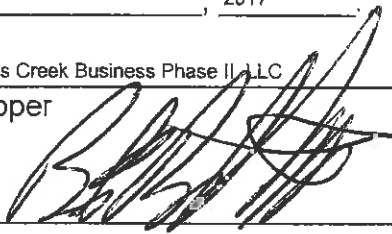
No change, extension of time, alteration or addition to the work to be performed under this contract shall in any way affect the Developer's or Surety's obligation on this bond,

& 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 24th day of August, 2017.

Des Moines Creek Business Phase II, LLC
Developer


By

Local Partner
Title

~~Attorney-in-Fact~~

The Hanover Insurance Company
Surety



By

Keri Ann Smith, Attorney-In-Fact
Title

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this 24th day of **August, 2017**, before me personally came **Keri Ann Smith**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of **the Hanover Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



Notary Public, Joshua Sanford

JOSHUA SANFORD
NOTARY PUBLIC - 173058
MY COMMISSION EXPIRES DEC. 31, 2021

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stacy Rivera, Jennifer M Garten, Donna M Planeta, Joshua Sanford, Nicole Ann Clark, Aimee R Perondine, Aiza Lopez, Keri Ann Smith, Brian Peters, Danielle D Johnson, Stephani A Trudeau, Adam Martin, Ashley Sinclair and/or Michelle Anne McMahon

Of Willis of Connecticut, LLC of Hartford, CT each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of September, 2016.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Peto
J. Michael Peto, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 23rd day of September 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of August, 2017.

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Agenda Item No.: 3.1

Agenda Date: 02/21/18

Reviewed By: BSO

SUBJECT: Developer Extension - Accept as Complete
Des Moines Creek Business Park II – FAA Facility

ATTACHMENTS:

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

BACKGROUND:

Name of DE: Des Moines Creek Business Park II – FAA Facility

Name of Developer: Des Moines Business Park II, LLC

Plat or Subdivision:

Scope of Work: Provide and install approximately 568 lf 12" water main, 1,912 lf 8" water main, 7 fire hydrants, one 1" service/meter, one 2" service, one 3" service, one 8" fire device and related appurtenances needed to supply fire suppression, domestic and irrigation water to the new FAA Facility.

Resolution # Authorize DE: 16-6-28A

General Location of DE: 2200 S 216th St., Des Moines, WA 98198

Bill of Sale Dated: 08/15/2017

Signed by: Bart Brynestad, Managing Member

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.