

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-8-5C

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
SAPPHIRE ON S 175TH ST - 49XX S 175TH SEATAC, 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

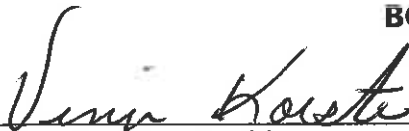
WHEREAS, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The General Manager agrees with the recommendation for acceptance of said extension.

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 05/20/20 and executed by Troy Schmeil, Secretary, is hereby accepted and attached as Exhibit A.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **5th** day of **August 2020**.

BOARD OF COMMISSIONERS



Vince Koester, President



Polly Daigle, Commissioner



Kathleen Quong-Vermeire, Commissioner



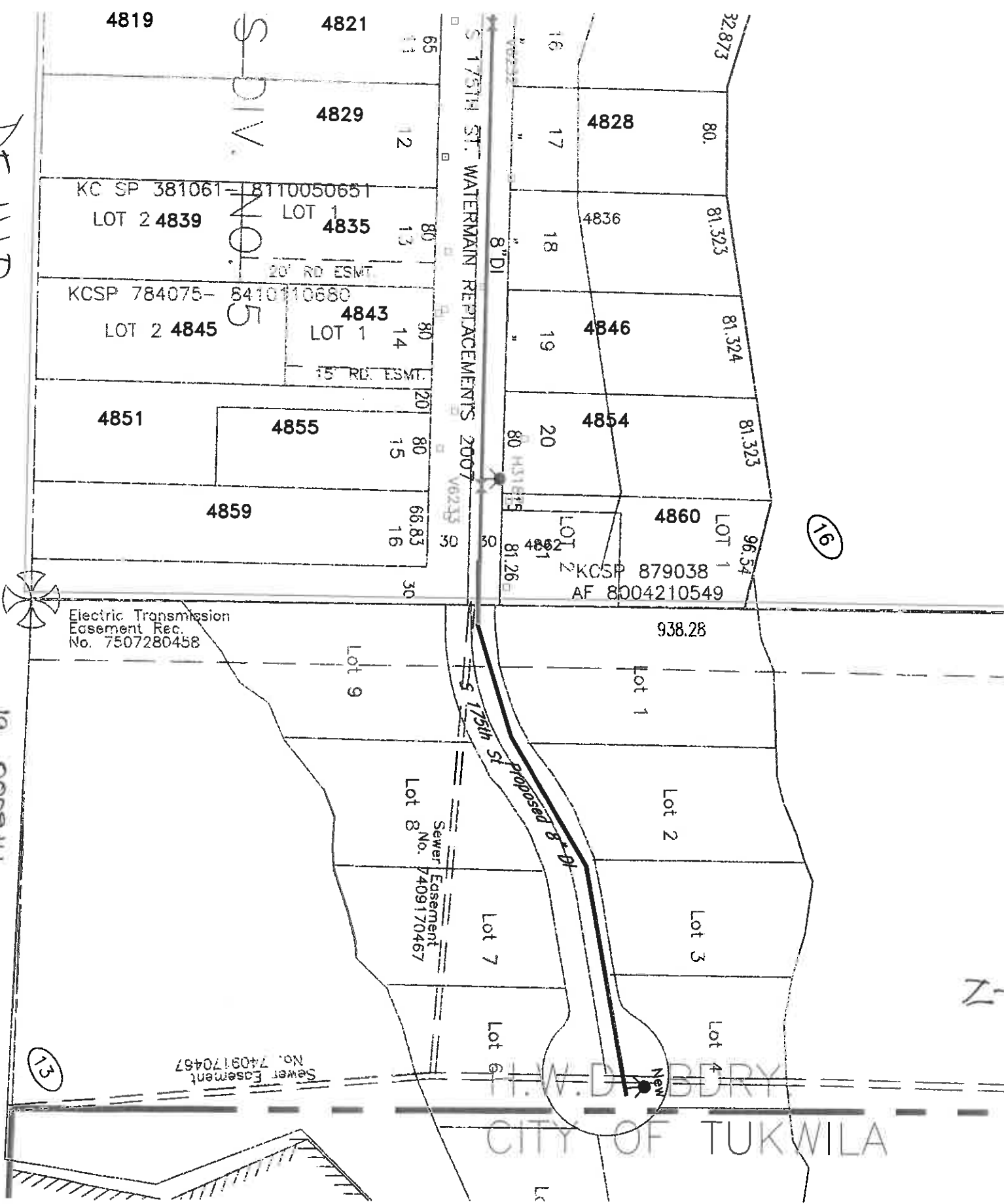
Todd Fultz, Secretary



Daniel Johnson, Commissioner

DE-1110

19-000741



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H.W.D. BERRY
CITY OF TUKWILA

Highline Water District

Name of Project: Sapphire Homes, Inc.

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 _____, with Sapphire Homes, Inc, hereinafter designated as "*the developer*", providing for construction of Sapphire on 175th, Seatac, WA, 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 Harco National Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey 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 Thirty Two thousand three hundred and seventy Dollars (\$ 32,375.00) 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 26th day of May, 2020.

Sapphire Homes, Inc

Developer



By

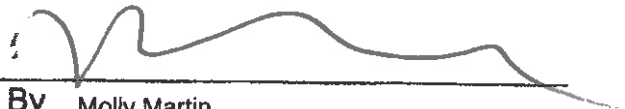
Secretary

Title

Attorney-in-fact

Harco National Insurance Company

Surety



By Molly Martin

Attorney-In-Fact

Title

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0761891

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

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

MATT GUNTHER, MOLLY MARTIN

Everett, WA

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, 2018



STATE OF NEW JERSEY
County of Essex

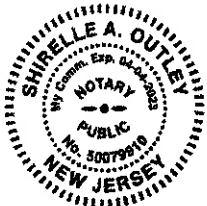
Kenneth Chapman

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

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, 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, May 26, 2020

A02596

Irene Martins, Assistant Secretary

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,

Sapphire Homes, Inc., 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. 175TH Street, Seatac, Washington

ALONG:	<u>S. 175TH Street</u>	FROM:	<u>4800</u>	TO:	<u>5131</u>
ALONG:		FROM:		TO:	

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Pipe	8" DI	215"	60.00	12,900.00
pipe Hydrant and Fitting + Blockage	6" - DIP	14 LF	40.00	880.00
Fire Hydrant assembly	6"	1 each	550.00	550.00
gate Valve w/ Box	STA 6"	1 each	6000.00	6000.00
Single Service w/box	1" Cooper	1 each	900.00	900.00
Blowoff Valve	1"	1 each	2200.00	19,800.00
Tie in bypass		1 each	3500.00	3500.00
Connect to existing Watermain stub		1 each	2,000.00	2,000.00
Raise Water Valve to MP		2 each	3,500.00	3,500.00
Raise Water Valve to final grade		2 each	275.00	550.00
Cost of Pipe - DI	4"	227'	275.00	550.00
Total Cost of Water Improvements				\$64,750.00

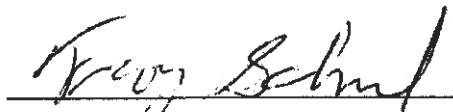
The said Grantor hereby certifies that it is the sole owner of all of the property above described; that it has full power to convey the same and that it will defend the said title of said water district against any and all persons lawfully making claim thereto. The total cost of installing the above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

Sixty Four thousand Seven hundred & Fifty⁰⁰/₁₀₀ Dollars (\$ 64,750.00).

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

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this

20 Day Of may, ~~2021~~ 2020



Secretary, Owner

Title: Secretary

Title:

CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 20 day of MAY, 2020, before me the undersigned, a Notary Public, personally appeared Troy Schmeil, 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.





Barbara J. Tangeman
Print or stamp name of Notary

Notary Public for the State of Washington,
residing at Sammamish, WA. 98074.

My appointment expires 10-13-2023

Agenda Item No.: 3.1
Agenda Date: 8/5/20
Reviewed By: JS

Subject: Developer Extension – Accept Project as Complete
Sapphire on S 175th St

ATTACHMENTS:

- 1. Resolution 20-8-5C
- 2. Map
- 3. Maintenance Bond
- 4. Bill of Sale

BACKGROUND:

Name of DE: Sapphire on S 175th St.
Name of Developer: Sapphire Homes, Inc
Plat or Subdivision: 9-Lot Short Plat
Scope of Work: Provide and install approximately 210 LF 8" DI, 225 LF 4" DI, and nine 1" domestic water meters.

Resolution # Authorize DE: 19-9-16B

GENERAL LOCATION OF DE: 49XX S 175th, SeaTac, WA 98188

Bill of Sale Dated: 5/20/2020

Signed by: Troy Schmeil, Secretary

Requesting Latecomers: No

Payback Agreement?: Yes No N/A

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$10,000.00

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.