

Agenda Item No.: 5.1
 Agenda Date: 5/27/2025
 Reviewed By: [Signature]

Subject: Developer Extension – Accept Project as Complete
Mercy Angle Lake Family Housing

ATTACHMENTS:

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

BACKGROUND:

Name of DE: Mercy Angle Lake Family Housing
Name of Developer: MHNW 21 Angle Lake Family LLLP
Plat or Subdivision:
Scope of Work: Provide and install approximately 300 LF 8" DI water main, one (1) 3" domestic meter, one (1) 1.5" irrigation meter, one (1) 6" fire hydrant and related appurtenances necessary to provide domestic water service, and fire suppression to 130 multifamily mixed-use building.

Resolution # Authorize DE: 24-1-3D

General Location of DE: 2650 South 200th St. SeaTac, WA 98188

Bill of Sale Dated: 5-1-2025

Signed by: Colin Morgan-Cross

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.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 25-5-27A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
MERCY ANGLE LAKE FAMILY HOUSING**

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 Engineering Supervisor 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 05/01/2025 and executed by Colin Morgan-Cross, 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 **27th** day of **May, 2025**.

BOARD OF COMMISSIONERS

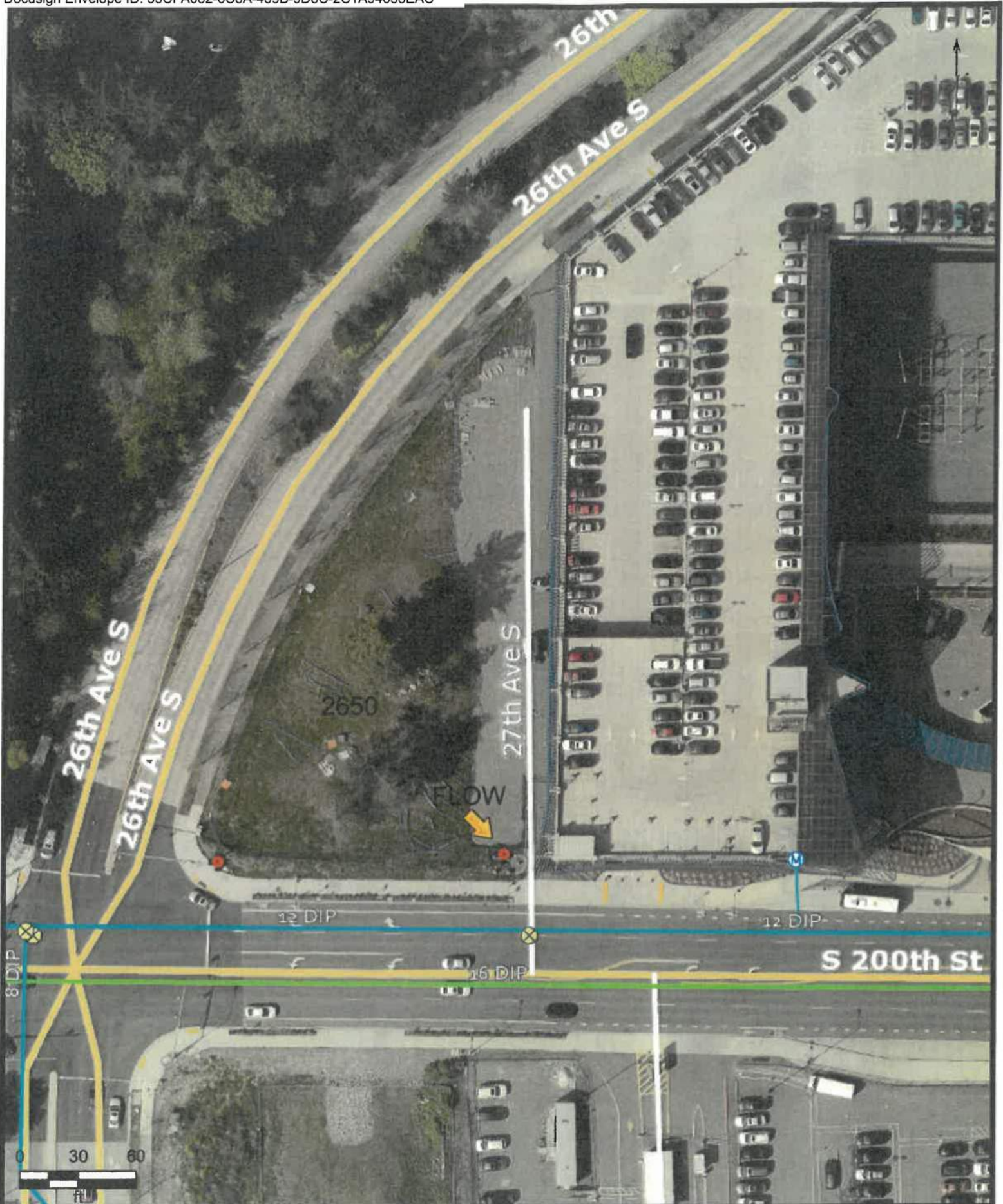
DocuSigned by:

382D4CB9A38F421...
Vince Koester, President
DocuSigned by:

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Polly Daigle, Commissioner

Signed by:

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Todd Fultz, Secretary
Signed by:

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Daniel Johnson, Commissioner

Kathleen Quong-Vermeire, Commissioner



Bond No. CMS0349619

Highline Water District

Name of Project: Mercy Angle Lake Family Housing

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 January 3, 2024, with MHNW21 ANGLE LAKE FAMILY LLLP, hereinafter designated as "*the developer*", providing for construction of Installation of water mains between S 200th Street and 26th Ave S, 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 RLI Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois 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 Eighty-eight thousand four hundred eighty-two Dollars (\$ 88,482.00) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

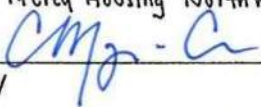
The conditions of this obligation are such that the Developer, his heirs, representatives or successors or assigns shall well and truly keep and observe all of the covenants, conditions and agreements in said contract, and contract documents, and shall faithfully perform all of the provisions of the 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 6th day of May, 2025.

MHNW21 Angle Lake Family LLLP
 Developer
 BY: MHNW 21 ANGLE LAKE FAMILY GP LLC, its GP
 By: Mercy Housing Northwest, its Manager

 By
 Vice President
 Title
 N/A
 Attorney-in-fact

RLI Insurance Company
 Surety

 By
 Jonathan Russell, Attorney-in-Fact
 Title

POWER OF ATTORNEY**RLI Insurance Company
Contractors Bonding and Insurance Company**9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jeff Parkhurst, Tanya Chinchilla, Lisa M. Lucas, Sandra R. Black, Sokha Evans, Erin Johnson, Jonathan Russell, Stella Winterbourne,
Carol Henry, jointly or severally

in the City of Concord, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of December, 2023.

**RLI Insurance Company
Contractors Bonding and Insurance Company**By: Eric Raudins

Eric Raudins

Sr. Vice President

State of Illinois

County of Peoria

} SS

CERTIFICATE

On this 5th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott

Jill A. Scott

Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of May, 2025

**RLI Insurance Company
Contractors Bonding and Insurance Company**By: Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

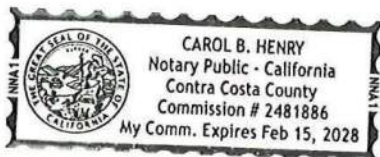
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Contra Costa }

On 5/6/25 before me, Carol B. Henry, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell
Name(s) of Signer(s)



Place Notary Seal Above

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 [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
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EXHIBIT A**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.

MHNW21 ANGLE LAKE FAMILY LLLP

_____ 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: The Shared Access Drive between S 200th Street and 26th Ave S

ALONG: _____ **FROM:** South 200th Street **TO:** 26th Avenue South

ALONG: _____ **FROM:** _____ **TO:** _____

ALONG: _____ **FROM:** _____ **TO:** _____

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Water Main	8" CL52	300 LF	\$ 181/LF	\$ 54,300
Fire Service	6" CL52	1	\$ 44,125/EA	\$ 44,125/EA
Domestic Service	3" CL52	1	\$ 38,757/EA	\$ 38,757/EA
Irrigation Service	1.5" CL52	1	\$ 5,894/EA	\$ 5,894/EA
2" Blow Off	2" CL52	1	\$ 4,419/EA	\$ 4,419/EA
Onsite Hydrant	6" CL52	1	\$ 10,623/EA	\$ 10,623/EA
ROW Hydrant	6" CL52	1	\$ 20,846/EA	\$ 20,846/EA
			\$	\$
Total Cost of Water Improvements				\$ 176,964

Bill of Sale Date: 05/01/2025

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:

eighty-eight thousand four hundred eighty-two _____ Dollars (\$ 88,482)

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

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 1st day of May, 2025.

Colin Morgan-Cross  _____
 Title: Vice President Title: _____

INDIVIDUAL 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 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 of Notary

Print or stamp name of Notary

Notary Public for the State of Washington,
 residing at _____.

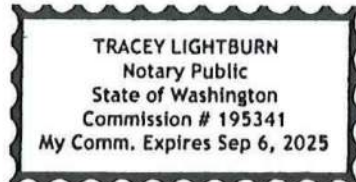
My appointment expires _____

CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 1st day of May, 2025, before me the undersigned, a Notary Public, personally appeared Colin Morgan-Cross, 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.



Gracey Hylbom
Signature of Notary

Tracy Lightburn
Print or stamp name of Notary

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

My appointment expires 9/6/2025