



**CITY OF PUYALLUP  
PERFORMANCE BOND**  
(PMC 11.05.070(1)(a))

Bond No. 101468790  
Permit No. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT we, Western States Soil Conservation, Inc of, Hubbard, OR, as Principal, and Merchants Bonding Company (Mutual) a corporation organized and existing under and by virtue of the laws of the State of Iowa authorized to do, and doing business as a surety company in the State of Washington, as Surety, are jointly and severely held and firmly bound unto the CITY OF PUYALLUP, WASHINGTON, in the penal sum of 150% of the estimated cost of construction in the right of way, <sup>thirty</sup> Thousand Dollars, (\$30,000.00) for the payment of which sum on demand we bind ourselves, and our successors, heirs, administrators or personal representatives, as the case may be.

DATED at 6700 Westown Parkway, West Des Moines, IA 50266 this 4th day of April, 2025.

WHEREAS, the above bounden principal has applied or will apply to the City Engineer of the City of Puyallup for a permit or permits to excavate, tunnel under, fill in, grade, pave, level, alter, construct, repair, or remove pavement, sidewalk, crosswalk, curb, driveway, gutter, sewer, watermain or any other structure or improvement, and/or set up traffic control located over, under or upon any public street, highway, avenue, alley or public right-of-way within the city limits of the City of Puyallup; and

WHEREAS, the above bounden principal acknowledges that the estimated cost of work in the City right of way for the permit or permits listed will total not more than \$30,000.00 (estimated cost of improvements in the right-of-way); and

WHEREAS, the above bounden principal acknowledges that the cost of work in the City right of way for the permit or permits listed will total not more than the penal sum amount of this bond.

NOW, THEREFORE, if the said principal shall during the continuance of such permit faithfully perform all of the provisions of said permit and fully comply with the City of Puyallup Ordinance and if the permittee shall replace the portion of public right-of-way affected thereby and shall restore the same at its expense to as good or better condition within the time specified by the City Engineer, this financial guarantee shall be released upon acceptance of the work and the receipt of a maintenance financial guarantee.

  
\_\_\_\_\_  
Principal Signature

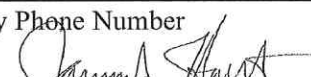
Western States Soil Conservation, Inc  
\_\_\_\_\_  
Principal Name  
PLEASE PRINT

LP 4445 WA (3/23)

Merchants Bonding Company (Mutual)  
\_\_\_\_\_  
Name of Surety

P.O. Box 14498, Des Moines, IA 50306-3498  
\_\_\_\_\_  
Surety Address

(800) 678-8171  
\_\_\_\_\_  
Surety Phone Number

  
\_\_\_\_\_  
Surety Representative James A. Holter, Attorney-in-Fact



Attach Power of Attorney

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of April, 2025.



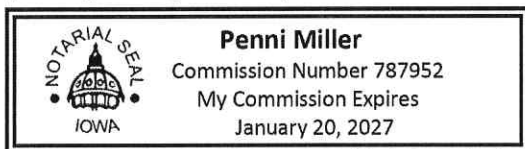
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 4th day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Penni Miller*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of April, 2025.



*Elisabeth Sandersfeld*  
Secretary