



CITY OF WENATCHEE

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3200

**DEPARTMENT OF PUBLIC WORKS
MAINTENANCE SECURITY DEVICE INSTRUCTIONS**

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

Please Submit the Following Attached Items (Please submit original forms to City of Wenatchee)

- The completed Maintenance Security Information form, along with:
 - A completed copy of the Public Works Department Improvement Evaluation Packet, signed by the Public Works Department
- The completed Maintenance Security Agreement, including all required signatures and notarizations; and
- To finalize the agreement please select one of four Notary Public Signature pages to complete:
 - Individual
 - Partnership
 - Corporation
 - Limited Liability Company
 - Financial Institution
 - Surety

To Determine the Amount of your Security

- Maintenance Securities for public right-of-way and utility improvements and private storm drainage improvements are collected at 20 % of the total value of the public and private improvements (value of improvements determined by the Improvement Evaluation Packet submitted with the project permit application).
- Note: To protect your interests, please note that maintenance of improvements is the responsibility of the applicant for 18 months after final acceptance by the City and posting of the Maintenance Security; this includes any damage by subcontractors or builders working on the project during the 18-month maintenance period.

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**DEPARTMENT OF PUBLIC WORKS
MAINTENANCE SECURITY INFORMATION**

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

Project Name: _____

Project Address: _____

Permit No.: _____ City Planner: _____

Development Engineer: _____ City Inspector: _____

Applicant

Applicant: _____

Contact Person: _____ Phone: _____

Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Security Firm

Security Firm or Bank: _____

Contact Person: _____ Phone: _____

Mailing Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Official Use Only Below

Date Submitted: _____ Release Date: _____

Public Works Representative: _____

Bond/Security No.: _____

Public Works File No.: _____

Tracking Systems Case No.: _____

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DEPARTMENT OF PUBLIC WORKS
MAINTENANCE SECURITY Value Worksheet

This page to be Completed by Public Works

Public Improvements per Improvement Evaluation Packet

1. Total value of public right-of-way and utility improvements and private storm drainage improvements as determined by the Improvements Evaluation Packet (or other means as described: _____) \$ _____
2. Maintenance Security is 20% of Total Value of Improvements X 20%
3. **Total Maintenance Value** \$ _____

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Page 2 of 4

**DEPARTMENT OF PUBLIC WORKS
MAINTENANCE SECURITY AGREEMENT**

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

1. THIS AGREEMENT is entered into between _____, hereafter referred to as the "applicant" and the CITY OF WENATCHEE, hereafter referred to as the "City."

2. The applicant has applied for a _____ for a project known as _____ generally located at _____ and must perform the following maintenance as required by ordinances of the City of Wenatchee, and as required by Public Works Department Policies:

Note: Describe improvements above if check boxes below do not cover included improvements.

- | | |
|--|--|
| <input type="checkbox"/> Construction Storm Drainage | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Water System | <input type="checkbox"/> Stream/Wetland |
| <input type="checkbox"/> Sanitary Sewer System | <input type="checkbox"/> PW Policy: Condition of Storm |
| <input type="checkbox"/> Storm Drainage System | System for Release of |
| <input type="checkbox"/> Paving | Maintenance Security |
| <input type="checkbox"/> Curb & Gutter | <input type="checkbox"/> Misc. |
| <input type="checkbox"/> Sidewalks | |
| <input type="checkbox"/> Lighting | |

3. Using the Improvement Evaluation Packet (or other means as approved by the Public Works Director), the City has determined that the estimated cost to fully perform the maintenance described in paragraph 2 is (Value from Page 3 above):

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4. The undersigned shall file with the City as security (check appropriate method below) for maintenance of said work:

A maintenance bond issued by a surety company licensed as such in the State of Washington

Bond No.: _____

An assignment of funds on deposit in bank account

Account No.: _____ Bank: _____

An assignment of existing construction loan proceeds

Account No.: _____

A cash deposit in lieu of bond

Check No.: _____

5. In the event the undersigned fails to fully perform the maintenance described in paragraph 2 above within 60 days of formal notice, the City shall forthwith take all steps necessary or required to enforce the security device listed in paragraph 3. Such funds as may be received therefrom by the City shall be used solely for the purpose of completing the maintenance of the work described in paragraph 2 and administrative costs to oversee the repair of installation of the required maintenance items. In the event such funds are then insufficient in amount to fully pay for such work then required to be done by the City, then in that event such excess cost shall be reimbursed to the City by the undersigned and if not so paid within 60 days of demand therefor made upon the undersigned by the City, such demand shall constitute a lien upon the real property described in City File No. _____. In the event said funds exceed the actual cost of the improvements required to be then done by the City, any surplus remaining following completion of said work shall be returned to the order of the undersigned applicant and the surety or bank.

6. This agreement shall be binding on the heirs, assigns, successors, administrators, and executors of the parties.

7. Venue for lawsuits, disputes and arbitration shall be Chelan County Superior Court, State of Washington.

Signed this _____ day of _____, _____.

CITY OF WENATCHEE:

Signature: _____

By: _____

DEVELOPER (Applicant):

Signature: _____

By: _____

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Page 4 of 4



**DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS SECURITY AGREEMENT AND ASSIGNMENT OF LOAN PROCEEDS
FOR MAINTENANCE OF IMPROVEMENTS**

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

Project: _____

Developer/Depositor: _____

Address: _____

Financial Institution: _____

Address: _____

Account No.: _____ Phone No.: _____

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by _____, hereinafter referred to as the developer (applicant), to hold from the proceeds of the Development Loan No. _____, the sum of \$ _____, hereinafter referred to as the security value, for maintenance of improvements in the above-proposed project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the Wenatchee File No(s). _____, and including but not limited to _____. All of said improvements are to be constructed and maintained pursuant to the provisions of the Wenatchee City Code, and other applicable ordinances, standards, and specifications.

In the event the developer fails to complete any or all of said maintenance responsibilities, we are hereby authorized and directed by the developer to pay the City of Wenatchee such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official, that are necessary to maintain or repair said improvement for the time required, from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are maintained and any deficiencies are corrected and approved by the Wenatchee Public Works Official, then in that event we are further authorized that the remaining security will be released in the amount certified in the letter of compliance from the Wenatchee Public Works Official

The City of Wenatchee shall have first claim and priority on the security value in the event of any default in maintenance or repair of said improvements. It is further understood and agreed that the aforesaid priority claim is paramount to all parties, including the developer, who agrees that the security value or balance thereof, after approved partial compliance releases, shall be held available to satisfy any aforementioned claim by the City of Wenatchee.

APPROVED AND ACCEPTED:

Signed this _____ day of _____, _____.

CITY OF WENATCHEE:

Signature: _____

Its: _____

DEVELOPER (Applicant):

Signature: _____

Its: _____

FINANCIAL INSTITUTION:

Signature: _____

Its: _____



DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS SECURITY AGREEMENT AND ASSIGNMENT OF BANK ACCOUNT
FOR MAINTENANCE OF IMPROVEMENTS

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

Project: _____

Developer/Depositor: _____

Address: _____

Financial Institution: _____

Address: _____

Account No.: _____ Phone No.: _____

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by _____, hereinafter referred to as the developer (applicant), to hold from the funds on deposit in Bank Account No. _____, the sum of \$ _____, excluding all bank penalty charges, herein-after referred to as the security value, for maintenance of improvements in the above-proposed project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the above Wenatchee File No(s). _____, and including but not limited to _____.

_____ . All of said improvements are to be constructed and maintained pursuant to the provisions of the City of Wenatchee subdivision, zoning, and other applicable ordinances, and according to City of Wenatchee standards and specifications.

In the event the developer fails to maintain any or all of said improvements, we are hereby authorized and directed by the developer to pay the City of Wenatchee such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official, that are necessary to maintain or repair said improvements for the time thereafter required from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are maintained and any deficiencies are corrected and approved by the Wenatchee Public Works Official, then in that event we are further authorized that the remaining security will be released in the amount certified in the letter of compliance from the Wenatchee Public Works Official.

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Page 1 of 2

The City of Wenatchee shall have first claim and priority on the security value in the event of any default in maintenance of said improvements. It is further understood and agreed that the aforesaid priority claim is paramount to all parties, including the developer, who agrees that the security value or balance thereof, after approved partial compliance releases, shall be held available to satisfy any aforementioned claim by the City of Wenatchee.

APPROVED AND ACCEPTED:

Signed this _____ day of _____, _____.

CITY OF WENATCHEE:

Signature: _____

Its: _____

DEVELOPER (Applicant):

Signature: _____

Its: _____

FINANCIAL INSTITUTION:

Signature: _____

Its: _____

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Page 2 of 2



**DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS MAINTENANCE BOND**

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

KNOW ALL MEN BY THESE PRESENTS that _____ as principal (applicant), and _____, a corporation organized and existing under and by virtue of the laws of _____, and licensed to do business as surety within the State of Washington, as surety, are held and firmly bound unto the City of Wenatchee, a non-charter code city of the State of Washington, in the penal sum of \$_____ for the payment of which well and truly to be made, we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally, by these presents, identified by Surety Bond No. _____.

The condition of the foregoing obligation is such that the above-named principal has applied for and received final approval from the City of Wenatchee for:

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the above Wenatchee File No.

_____, and including but not limited to

_____.

That the principal has further fully performed and completed all of said improvements constructed pursuant to the provisions of the City of Wenatchee subdivision, zoning, and other applicable ordinances, together with such special specifications and conditions as may have been imposed as a part of said approval, and as specifically set forth in the above-referenced file, and according to City of Wenatchee standards and specifications.

In the event the developer fails to maintain and correct any deficiencies of said improvements, we are hereby authorized and directed by the developer to pay the City of Wenatchee such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official, that are necessary to reconstruct, repair or maintain said improvements.

Now, therefore, if the above-named principal shall fully and faithfully maintain said public improvements, public easements, and special improvements and conditions in good order to the decided satisfaction of the City of Wenatchee for a period of 18 months following the completion of said improvements and their acceptance by the City of Wenatchee and to reimburse the City of Wenatchee for any maintenance, repair, or replacement of said improvements required to be done within said 18 months;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

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Signed, sealed and dated this _____ day of _____, _____.

SURETY:

Signature: _____

PRINCIPAL (Applicant):

Signature: _____

By: _____

Signature: _____

By: _____

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Page 2 of 2



**DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS SECURITY AGREEMENT FOR A CASH DEPOSIT
FOR MAINTENANCE OF IMPROVEMENTS**

Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801

Project: _____

Developer/Depositor: _____

Address: _____

Address: _____

Phone No.: _____

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by _____, hereinafter referred to as the developer (applicant), to hold cash funds on deposit with the City of Wenatchee in the sum of \$ _____, hereinafter referred to as the security value, for Maintenance of improvements in the above-proposed project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the above Wenatchee File No(s). _____, and including but not limited to _____.

All of said improvements are to be maintained pursuant to the provisions of the Wenatchee City Code and other applicable ordinances, and according to the City of Wenatchee standards, specifications and Public Works Pre-Approved Plans and Policies.

In the event the developer fails to maintain and correct any deficiencies of any or all of said improvements, we are hereby authorized by the developer to use such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official that are necessary to correct the identified deficiencies of said improvement, from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are maintained and any deficiencies are corrected and a letter of completion signed by the Wenatchee Public Works Official is received then in that event we are further authorized that the remaining security will be released in the amount certified in the letter of completion.

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Signed, sealed and dated this _____ day of _____, _____.

CITY OF WENATCHEE

Signature: _____

Its: _____

DEPOSITOR/DEVELOPER:

Signature: _____

Its: _____

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Page 2 of 2

Individuals Only:

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE): _____

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE): _____

STATE OF WASHINGTON)
) SS.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the Public Works Security Agreement and the Security for Maintenance of Improvements and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Signature

Notary's Printed Name

Notary Public in and for the State of Washington,
residing at: _____

My commission expires: _____

Partnership Only:

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture) _____

By General Partner _____

By General Partner _____

By General Partner _____

STATE OF WASHINGTON)
) SS.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

_____ to me known to be the authorized members of the partnership that executed the Public Works Security Agreement and the Security for Maintenance of Improvements and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature

Notary's Printed Name

Notary Public in and for the State of Washington,
residing at: _____
My commission expires: _____

Corporations Only:

OWNER(S) OF REAL PROPERTY

(Name of Corporation) _____

By President _____

By Secretary _____

STATE OF WASHINGTON)
) SS.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the President and Secretary, respectively, of _____, the corporation that executed the Public Works Security Agreement and the Security for Maintenance of Improvements and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature

Notary's Printed Name

Notary Public in and for the State of Washington,
residing at: _____
My commission expires: _____

Limited Liability Company Only:

OWNER(S) OF REAL PROPERTY

(Name of Limited Liability Company) _____

By Name of Member/Title _____

By Name of Member/Title _____

By Name of Member/Title _____

STATE OF WASHINGTON)
) SS.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the Member(s), respectively, of _____, the limited liability company that executed the Public Works Security Agreement and the Security for Maintenance of Improvements and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature

Notary's Printed Name

Notary Public in and for the State of Washington,
residing at: _____

My commission expires: _____

Financial Institution

(Name of Corporation) _____

By President _____

By Secretary _____

STATE OF WASHINGTON)
) SS.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the President and Secretary, respectively, of _____, the corporation that executed the Public Works Security Agreement and the Security for Maintenance of Improvements and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature

Notary's Printed Name

Notary Public in and for the State of Washington,
residing at: _____

My commission expires: _____

Surety

(Name of Surety) _____

Power of Attorney for Surety _____

STATE OF WASHINGTON)
) SS.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature

Notary's Printed Name

Notary Public in and for the State of Washington,
residing at: _____

My commission expires: _____

1. If bond is to be signed by attorney in fact for the surety company, a certified copy of the power of attorney must be attached to this bond.
2. Notarized acknowledgment required for both the applicant and surety - see attached pages.