

# STREET CLEANING AND EROSION & SEDIMENT CONTROL ASSIGNMENT OF FUNDS



3715 Bridgeport Way W  
University Place, WA 98466  
PH: (253) 566-5656 FAX: (253) 460-2541

RE: Permit No.: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Project Name: \_\_\_\_\_ Owner/Developer/Contractor: \_\_\_\_\_

We \_\_\_\_\_, ("Bank"), authorized to do so and doing business as a financial institution in the State of Washington, at the direction of \_\_\_\_\_, ("Applicant/Depositor"), for construction and maintenance of certain improvements for the project known as \_\_\_\_\_, hereby certify that we are holding funds in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) on deposit with the Bank in Account Number \_\_\_\_\_ for the purposes of erosion and sediment control measures as approved by the City under the above referenced permit to standards acceptable to the City of University Place ("City"). We have been instructed by the Applicant/Depositor that these funds are to be used for the specific purposes described below.

WHEREAS, the Applicant/Depositor is developing a certain tract of land in the City known as \_\_\_\_\_, with plans prepared by \_\_\_\_\_, Engineer. The development requires the construction of erosion and sediment control facilities to collect stormwater drainage and to prevent stormwater erosion, and the development also requires that streets and rights-of-way be kept free of soil and debris to prevent disturbance to storm drainage systems; and

WHEREAS, the City requires that a good and sufficient guarantee be furnished by the Applicant/Depositor guaranteeing the satisfactory performance of the above described erosion and sediment control facilities and satisfactory cleaning of streets as shown in detail on the construction plan(s), site plan(s), and as approved by the City on \_\_\_\_\_, 20\_\_\_\_, and as conditioned under the above referenced permit.

NOW THEREFORE, the Applicant/Depositor agrees to perform the following:

1. Construct the erosion and sediment control facilities described herein in accordance with the approved plans and specifications, the University Place Municipal Code and other applicable laws to the satisfaction of the City; and
2. Obtain City approval of the completed erosion control facilities; and
3. Maintain all erosion and sediment control facilities and keep the associated streets, storm drainage systems, drainage courses, and adjacent properties free of sediment and debris in a manner acceptable to the City until the project is completed, the site is stabilized, and a written release is received from the City; and
4. Immediately repair any defective condition; and
5. Pay the costs incurred in completing and maintaining the erosion and sediment control facilities described herein; and
6. Secure all maintenance and defect guarantees to the satisfaction of the City as required under the University Place Municipal Code.

The Applicant/Depositor further agrees and grants to the City, its elected officials, officers, employees, and authorized agents, the right to enter onto the property in order to construct or repair the required erosion and sediment control facilities and to fulfill the applicable permit conditions.

In the event the Applicant/Depositor fails to perform the work or keep the street, storm drainage systems, drainage courses, and adjacent properties free of sediment and debris in a manner acceptable to the City, and in accordance with the permit conditions and approved erosion and sediment control plan(s) or specification(s), these funds will be made available to the City upon demand for the specific purposes of (1) construction and maintenance of erosion and sediment control facilities as identified in the permit, (2) removing and disposing of sediment and debris from the public streets, storm drainage systems, drainage courses and adjacent properties, and (3) the remediation of any damages resulting from the Applicant's/Depositor's failure to do so.

The Bank hereby certifies and agrees that these funds will be blocked and will be held until released in writing by the City. The Bank shall pay these funds to the City within seven (7) days of receiving written demand by the City. The Bank shall have no duty or right to evaluate the correctness or appropriateness of any such demand or determination by the City that any work has not been properly performed, and shall not interplead or in any manner delay payment of funds to the City.

