



CITY OF EDMONDS

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MIKE NELSON
MAYOR

PUBLIC WORKS DEPARTMENT &
PLANNING AND DEVELOPMENT DEPARTMENT

Planning, Building and Engineering Divisions

Account No. _____

Improvements to be complete by _____

PERFORMANCE BOND **FROZEN FUND AGREEMENT**

For Building Permits, Subdivisions, Critical Areas & Landscaping

The Edmonds Community Development Code (ECDC) (Chapter 17.10 – **Bonds**, Title 19 – **Building Codes**, Chapter 20.75 – **Subdivisions**, Chapter 23.40 – **Critical Areas**, and Chapter 20.13 – **Landscaping Requirements**) requires the owner/applicant or general contractor of a building/development project to provide to the City a surety bond, in an amount to be determined by the City and executed by a surety company authorized to do business in the state of Washington, to assure the performance of the work authorized by the permit. Chapter 17.10 ECDC allows the City to establish alternate forms of security to assure such performance.

This Performance Bond Frozen Fund Agreement form may be used as alternate security for a performance bond required for a Building/Critical Areas/Landscaping Permit or for a Subdivision.

Edmonds Permit/Subdivision No. _____

Project Name _____

Project Address _____

Owner/Developer/Contractor _____

Improvements Bonded For _____

RECITALS

WHEREAS, _____, hereinafter referred to as “the Owner/Developer/Contractor”, has applied to the City of Edmonds, hereinafter referred to as “the City”, to construct the project known as _____ on a site located at _____ within the City of Edmonds, and

WHEREAS, the City approved the Permit/Subdivision on _____, and

WHEREAS, the approval granted by the City and the provisions of the Edmonds Community Development Code require certain improvements to be made in connection with construction of the project, and

WHEREAS, the improvements are shown on the approved site plan and other required plans and are further defined by the conditions identified in the City file,

NOW, THEREFORE, with reference to the above-identified matter, this will certify that this Financial Institution has a frozen fund account/savings account (or loan) for the above-referenced Owner/Developer/Contractor for the project so identified. In consideration of the permitted development of the property, and in lieu of surety through a bonding company, this institution hereby agrees that it will freeze the sums of money for the indicated site improvements pending written authorization for release of said funds by the City of Edmonds in the sum of _____ (\$ _____), lawful money of the United States, according to the following terms and conditions:

- 1) The total sum indicated will be withheld by this Financial Institution from any disbursements of any kind until written authorization has been received by the institution from the City of Edmonds to release the sum of money indicated by the written authorization.
- 2) The design, location, materials and other specifications for the indicated site improvements are those required by the City of Edmonds and appear in the above-referenced Edmonds file and are in compliance with the Edmonds Community Development Code of said City.
- 3) If the Owner/Developer/Contractor does not complete all improvements required by the above-referenced conditions, plans, and file within _____ weeks/months of permit issuance or recording of subdivision (timeframe determined by the City and not to exceed 24 months), the City of Edmonds may demand, and this Financial Institution shall make, payment to the City of said funds so that the improvements can be installed or completed immediately to City standards. The institution shall not be liable to the Owner/Developer/Contractor for any disbursement of said funds to the City of Edmonds.
- 4) It is hereby specifically agreed by and between the parties hereto that in the event that any legal action must be taken to enforce the provisions of this Frozen Fund Agreement in lieu of surety through a bonding company, or to collect said frozen funds, that the prevailing party shall be entitled to collect its costs and reasonable attorneys’ fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues, prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorneys’ fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable attorneys’ fees shall be recoverable by the prevailing party, not only from the proceeds of this frozen fund account, but also over and above said body as a part of any recovery in any judicial proceeding, in addition to recovery of the funds.

SIGNED, sealed and delivered this _____ day of _____ 20____.

FINANCIAL INSTITUTION NAME

OWNER/DEVELOPER/CONTRACTOR NAME

OFFICER SIGNATURE & TITLE

SIGNATURE OF ABOVE & TITLE

INSTITUTION MAILING ADDRESS

MAILING ADDRESS

CITY/STATE/ZIP

CITY/STATE/ZIP

PHONE NUMBER

PHONE NUMBER

ACCOUNT NUMBER

ACCEPTED BY:

CITY OF EDMONDS/DIVISION

DATE

FINANCIAL INSTITUTION ACKNOWLEDGEMENT

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____, day of _____ 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the

TITLE FINANCIAL INSTITUTION

executed the foregoing instrument, and acknowledged the 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 was authorized to execute 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 PUBLIC in and for the
State of _____, residing at

OWNER/DEVELOPER/CONTRACTOR ACKNOWLEDGEMENT

Complete Section A below if the property is owned by an individual or partnership. Complete Section B below if the property is owned by a corporation.

A. Individual/Partnership/Sole Proprietor

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 20____, before me, the under-signed, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the individual or the _____ of _____, the sole proprietorship/general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual/sole proprietorship/general partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

**NOTARY PUBLIC in and for the
State of _____, residing at**

B. Corporation

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the 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 was authorized to execute 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 PUBLIC in and for the
State of _____, residing at**
