



City of Deer Park

316 E. Crawford • P.O. Box F • Deer Park Washington 99006

Phone 509 276-8802 • Fax 509 276-5764 • www.CityofDeerParkWa.com

Memorandum

To: Building Contractors
From: Roger
Date: October 1, 2019
Re: Building Temporary Occupancy Certificate

With the building season coming to the time of year when winter weather will conflict with required elements for completion of projects, we have completed some additional items for compliance with code provisions of the City.

As you are aware, a Final Certificate of Occupancy cannot be issued until all items of work both interior and exterior are completed, which includes full lot landscaping, irrigation systems, painting, hard surface driveway, etc. Further, code provisions allow for the issuance of Temporary Certificate of Occupancy, provided a financial guarantee is in place to assure completion of work.

Attached are two financial guarantee options prepared by our City Attorney for use and temporary certification. One, is a Irrevocable Standby Letter of Credit, completed by a bank and signed by an officer of the institution. Option two, is a Cashier Check Deposit (or cash is acceptable), and signed by the applicant.

For completion of the process:

1. Identify each item for work to be completed and PROVIDE A COPY OF THE BID for each subcontractor or task as an attachment. Total all subtasks together, and the Total amount is what will be required for deposit.
2. Provide a letter discussing each task and the ANTICIPATED COMPLETION DATE for all sub tasks noted and funds deposited for.
3. Fill out all sections of the form or option chosen, sign, date and make sure to have the signature notarized on the form or process chosen.

Please remember to not mark or sign outside the margins of the form provided, as they have been prepared with the option of the City to record against the parcel.

Call with questions, or email if you additional form requirements.

RKrieger@ci.deerpark.wa.us.

**ALTERNATIVE SECURITY OPTION
CASHIERS CHECK DEPOSIT**

Applicant/Property Owner:

Beneficiary:

City of Deer Park
316 East Crawford
Deer Park, WA 99006
Attn: Roger Krieger,
Community Service Director

As alternative security and guarantee to the City of Deer Park (the "City") for financial surety to complete the enumerated obligations listed below, _____ (the "Applicant") agrees to deposit \$_____ in the form of a cashier's check with the City Clerk.

The Applicant agrees to complete the following obligations at _____ (the "Property") prior to the City issuing the Final Certificate of Occupancy for the Property:

1. _____
2. _____
3. _____
4. _____
5. _____

In the event the Applicant fails to complete any of the above obligations or other requirements necessary for the issuance of the Final Certificate of Occupancy under Deer Park Municipal Code 18.12.090, the City may draw on the above deposited funds up to the full amount deposited. Prior to drawing on the funds, the City will acknowledge its intent to draw on the funds by sending a letter to the Property Owner with a statement of intent, the amount to be drawn on, and a copy of this Alternative Security Option. The City agrees not to draw on the deposited funds in the event of untimely completion of the enumerated obligations due to winter weather.

This alternative security instrument shall expire upon the issuance of the Final Certificate of Occupancy for the Property. All unused funds will be returned to the Applicant within thirty (30) days of the issuance of the Final Certificate of Occupancy for the above described Property.

_____ (Applicant Signature)

_____ (Print Name)

_____ (Date)

[Issued on bank letterhead]
IRREVOCABLE STANDBY LETTER OF CREDIT

Applicant/Property Owner:

Bank:

Beneficiary:

Letter of Credit Number: _____

City of Deer Park
316 East Crawford
Deer Park, WA 99006
Attn: Roger Krieger,
Community Service Director

Issue Date: _____

At the request and for the account of _____ (the "Applicant") the Bank hereby establishes this Irrevocable Standby Letter of Credit ("Letter of Credit"), in favor of the City of Deer Park (the "City"), for the amount of \$_____ (the "Amount"). After this Letter of Credit has been issued, it cannot be revoked, amended, or reduced without the City's written consent.

This Letter of Credit acts as security to ensure the following obligations are met by the Applicant following the issuance of a Temporary Certificate of Occupancy by the City for the property located _____ at _____ (the "Property").

Obligations:

1. _____
2. _____
3. _____
4. _____
5. _____

Funds will be demanded and will be paid by the Bank to the City in the event the Applicant does not complete the Obligations in the above described list, in the Temporary Certificate of Occupancy, and/or fails to meet the requirements of Deer Park Municipal Code 18.12.090. The City may demand payment under this Letter of Credit at any time up to the Amount by submitting a request to the Bank, signed by an authorized signer, stating the following:

"The Applicant has failed to complete or pay for the obligations and improvements enumerated in the Irrevocable Standby Letter of Credit No. _____ and Temporary Certificate of Occupancy within the required time period established by the City of Deer Park. Therefore, I certify these funds are

immediately due and owing to complete the obligations in the amount of \$_____."

The City may draw on this Letter of Credit more than once without amendment, provided that the sum of the amounts drawn by the City do not exceed the full Amount of the Letter of Credit. The City shall not draw on this Letter of Credit because of untimely completion of the above listed obligations by the Applicant resulting from winter weather conditions.

The obligation of the Bank under this Letter of Credit is not subject to any condition or qualification, and is the individual obligation of the Bank, and distributed to the City from the Amount are in no way contingent upon reimbursement from the Applicant. The Bank irrevocably guarantees funds will be available at all times to pay the request for payment of the City in the Amount identified above.

This Letter of Credit shall remain in effect until an authorized signer of the City provides written notice to the Bank that a Final Certificate of Occupancy has been issued for the above described Property and the Letter of Credit is terminated.

_____ (Issuing Bank)

_____ (Authorized Signature)

_____ (Print Name and Title)

_____ (Date)

STATE OF WASHINGTON)

)ss.

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ of _____ (the Bank) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 20__.

NOTARY PUBLIC, state of Washington
My appointment expires _____