September 1, 2015

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

REQUEST FOR APPROVAL OF COMPLETED STREET, WATER, SEWER AND LANDSCAPE IMPROVEMENTS, TRACT 7229, UNITS 1, 2 AND 3, NORTHWEST BAKERSFIELD, AND PROPOSED RESOLUTION FOR ACCEPTANCE OF ROADS INTO THE COUNTY ROAD SYSTEM AND ACCEPTANCE OF STREET AND LANDSCAPE IMPROVEMENTS FOR MAINTENANCE; SUBSTITUTION OF FAITHFUL PERFORMANCE SECURITY (S.D. #1)
(Fiscal Impact: None)

On July 21, 2015, a representative for the Public Works Department inspected the subject maps and found the improvement work completed to County standards. Additionally, the inspector has received letters from California Water Service Company and North of River Sanitary District No. 1, stating they have accepted the water and sewer improvements constructed to serve Tract 7229, Units 1, 2 and 3.

Faithful Performance Security, in accordance with the Subdivision Improvement Agreement, was provided in the amount of $2,458,372 for street, water, sewer and landscape improvements to be constructed.

The Subdivision Improvement Agreement provides that the Faithful Performance Security may be reduced by the Board of Supervisors, to such an amount necessary to guarantee and maintain the improvement work against defects in materials and workmanship for a period of one year following the acceptance of the improvements by the Board.

Therefore, IT IS RECOMMENDED that your Board take the following actions:

1. Approve completed street, water, sewer and landscape improvements.

2. Release and return the existing Faithful Performance Letter of Credit No. 7020161320, in the amount of $2,458,372, issued by Tri Counties Bank.

3. Receive and file Letter of Credit No. 7020167520, in the amount of $245,837, issued by Tri Counties Bank for the guarantee and maintenance of the completed street, water, sewer and landscape improvements against defects in materials and workmanship for a one-year period ending September 1, 2016.
4. Adopt the Resolution for acceptance of the roads within Tract 7229, Units 1, 2, and 3 into the County Road System and the acceptance of the street and landscape improvements for maintenance.

Sincerely,

Craig M. Pope
Director

cc: County Administrative Office
Norris Road LLC c/o McIntosh and Associates/ 2001 Wheelan Court/ Bakersfield CA 93301
Tri Counties Bank/63 Constitution Drive/Chico CA 95973
M. Evans/Public Works Maintenance
R. Olivas/Public Works Road Permits
IRREVOCABLE STANDBY LETTER OF CREDIT

Date: July 29, 2015

County of Kern
Department of Engineering, Surveying and Permit Services
2700 M Street, Suite 570
Bakersfield, CA 93301

We establish our Irrevocable Letter of Credit No. 7020167520 dated July 29, 2015, in your favor for the amount of Two Hundred Forty Five Thousand Eight Hundred Thirty Seven and no/100 ($245,837.00) United States dollars available by your draft(s) at sight drawn on us and accompanied by the following documents:

Your signed certification stating that the applicant as subdivider has failed or neglected to perform one or more claims, costs, expenses or fees mentioned in Government Code Section 66499.2 in connection with the work of improvements under the Subdivision Improvement Agreement for Tract Map 7229; or

That the Letter of Credit will expire within 80 days and that the applicant as subdivider has failed to furnish the County of Kern with a new Letter of Credit or other form of security authorized by said Subdivision Improvement Agreement.

The undersigned issuing Bank agrees to pay the County all costs and reasonable attorney fees incurred by it in enforcement of this Letter of Credit or in collection of any draft under it.

This Letter of Credit expires September 1st, 2016. (Note: no sooner than one year after the date of approval of the final map)

Pursuant to Kern County Land Division Ordinance Section 18.55.090 (H) (5), this Letter of Credit shall automatically extend for one additional year if not released or revised prior to the foregoing expiration date.

Irrevocable Letter of Credit
No. 7020167520
(Security for Maintenance)

Drafts under this Letter of Credit must bear the clause:
"Drawn under Tri Counties Bank
Letter of Credit Number 7020167520
Dated July 29, 2015"

We hereby engage with you that the drafts drawn strictly in compliance with the terms of this credit shall meet with due honor upon presentation to us.

Greg Gill, Vice President

63 Constitution Drive • Chico • California 95973 • (530) 898-0300 • Fax: (530) 898-0345
www.Tri CountiesBank.com
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ________________  }
County of  ________________  }
On  8/16/15  before me, Tracy Marie Abshire, Notary Public, personally appeared Greg Gill, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your name (notary public).
• Print the name(s) of document signer(s) who personally appear at the time of notarization.
• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they...is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
• The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
• Signature of the notary public must match the signature on file with the office of the county clerk.
  • Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  • Indicate title or type of attached document, number of pages and date.
  • Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
• Securely attach this document to the signed document with a staple.