

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *mlm*

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE April 22, 2008

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Lago Subdivision

STAFF RECOMMENDATIONS:

1. Approve the Subdivision Improvement Agreement for the Del Rio Lago Subdivision.
2. Find that the Final Map is in substantial compliance with the previously approved Tentative Map.
3. Find that Stanislaus County has adopted a Specific Plan covering the area proposed to be included within the Final Map.
4. Find that the Final Map, together with the provisions for its design and improvement, is consistent with the Specific Plan for the area.

Continued on Page 2

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item. All related fees and actual construction costs will be the responsibility of the developer, Paramount, LLC. All improvements on the site of the subdivision are on private, not public right of way. Once the subdivision improvements are accepted by the Board of Supervisors, the maintenance of the on-site roadways, storm drainage system, landscaping and lighting will be the responsibility of the Del Rio Lago Community Association. The improvements along Carver Road will be maintained by the Department of Public Works.

BOARD ACTION AS FOLLOWS:

No. 2008-291

On motion of Supervisor Grover, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Lago Subdivision

STAFF RECOMMENDATIONS (CONTINUED):

5. Reject all roads, highways, avenues, alleys, courts, ways, lanes, places, and all other street dedications.
6. Authorize the Chairman of the Board to sign the Final Map and the Subdivision Improvement Agreement.
7. Approve the waiver of insurance coverage requirements, condition the waiver upon the terms of the attached Addendum of the Subdivision Improvement Agreement and authorize the Chairman of the Board to sign the attached Addendum to Subdivision Improvement Agreement for the Del Rio Lago Subdivision.
8. Authorize the Final Map to be filed and recorded as presented.
9. Direct the Director of Public Works to not implement additional insurance waivers from this date forward.

DISCUSSION:

Del Rio Lago is a subdivision within the Del Rio area north of Modesto. This Final Map creates 47 residential lots ranging in size from roughly 20,000 square feet to 32,000 square feet.

The Del Rio Lago Community Association will serve the development with a private water and sewer system. A homeowners' association will maintain private portions of the development's residential infrastructure. A positive storm drainage system in conformance with the Tentative Map will store the runoff.

The Stanislaus County Board of Supervisors approved the subdivision as Vesting Tentative Map No. 2003-02 on December 14, 2004. The Final Map is in substantial compliance with the approved Tentative Map. The Final Map is consistent with the Del Rio Community Plan.

Paramount, LLC, the subdivider, is required to enter into a Subdivision Improvement Agreement with Stanislaus County to ensure the construction of all subdivision improvements is in accordance with the terms and conditions of the requirements of the County of Stanislaus and with all of the provisions of the Stanislaus County Code. Paramount, LLC has provided Performance Bond Nos. CWS70842 (\$585,200.00) for site work, CWS70840 (\$3,921,546.64) for subdivision improvements and CWS70841 (\$1,956,002.40) for the water system, sewer system and storm drainage. The bonds are issued by Western Insurance Company.

The Labor and Materials Bond Nos. CWS70842 (\$292,600.00, site work) and CWS 70840 (\$1,960,773.32 subdivision improvements) and CWS70841 (\$978,001.20 water, sewer and storm drainage) were provided to secure payment of all contractors, subcontractors, laborers, material, and other persons employed in the performance of the improvements. All improvements are on private property that will maintained by the Del Rio Lago Community

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Lago Subdivision

Association. Stanislaus County will maintain the improvements in the frontage of the subdivision on Carver Road. These improvements will include street lights, curb, gutter, and sidewalk and the realigning a curve along the subdivision frontage. The Subdivision Improvement Agreement and proof of the financial guarantees have been filed with the Clerk of the Board of Supervisors.

The Chief Executive Office Risk Management Division has established that all County contracts for construction shall carry insurance in the required amount and that the insurance shall be placed with a California admitted insurer with an A.M Best Company rating of no less than A- for financial strength and a financial size category of at least VII. JC Williams of Del Rio Lago by Paramount LLC has requested the County to accept Pro-Builders Specialty Insurance Company, RRG, A Risk Retention Group ("PBSI") as the insurance provider for the construction of all subdivision improvements, for the Rio Del Lago Subdivision.

PBSI is a California admitted insurer. However, it has a Best's rating of NR-2, which indicates it is of insufficient size or operating experience to receive a Best's rating. Therefore, it does not meet Risk Management's established requirements. JC Williams seeks a waiver of these requirements pursuant to policy number 8 of the Policies Regarding the Approval and Reporting of Contracts and Agreements adopted by your Board on January 24, 2006.

Although not rated by A.M. Best Company, PBIC is rated by Demotech, Inc. Demotech shows PBIC as having assets of \$104 million and a policyholder's surplus of \$19 million, which would correspond to a Best's rating of V. Risk Management requires a Best's rating of VII, which corresponds to a policyholders surplus of between \$50 to \$100 million.

Further, PBIC is a risk retention group organized under the Federal Liability Risk Retention Act and related state laws. It is owned by its policyholders who are all members of the construction industry. Because PBIC is a risk retention group, the State's insurance insolvency guaranty funds are not available.

If the waiver is approved by your Board, the County will be accepting additional risk because of the reduced quality of insurance provided by PBIC. The County will also be relying more heavily on the financial ability of J.C. Williams to provide indemnity to the County.

In further support of its request for the waiver, the County has previously accepted PBIC as the insurance provider for subdivision improvements for the Sterling Ranch Subdivisions in Denair by JKB Homes, Norcal, Inc. and by Paramount Homes in Denair for the Riopel Subdivision.

Should the waiver be granted by the Board, it is recommended that it be conditioned upon the Subdivider also providing endorsements from the insurers of all the Subdivider's contractors and subcontractors performing any work governed by the Agreement, which endorsements shall name the County of Stanislaus, its officers, agents and employees as additional insured. It is also recommended that the Subdivision Agreement be amended as stated in the attached Addendum to reflect the said condition.

Furthermore, the Department of Public Works recommends that this be the final instance of

Approval of the Subdivision Improvement Agreement and the Filing and Recording of the Final Map for Del Rio Lago Subdivision

granting waivers for insurance policies that do not meet the County's standards for coverage. These insurance waivers allow insurance policies that do not meet County standard's to be approved. This does put additional risk on the County for projects accepted with these waivers in place. By no longer implementing additional insurance waivers, the County can avoid creating an uneven playing field for those developers who do comply with County standards for insurance coverage.

POLICY ISSUES:

The Board should determine if this action is consistent with the Board's priorities of striving for a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

AH:jg

H:\SERVICES\2008 Board Items\TM2003-02 DEL RIO LAGO Final Map n SIA. BOS.ah

RECORDING REQUESTED BY
AND RETURN TO:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 3500
MODESTO, CA 95354
Attn: Angie Halverson

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR DEL RIO LAGO SUBDIVISION**

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into on APR 22 2006, 2007, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County," and Del Rio Lago by Paramount, LLC, a Limited Liability Company, by Paramount Homes, Inc. - Manager, hereinafter referred to as "Subdivider."

RECITALS

- A. Subdivider is the owner of, and intends to subdivide that certain tract of land situated in the County of Stanislaus, California, generally known and described as Vesting Tentative Map No. 2003-02 (known as Del Rio Lago), approved by the Stanislaus County Board of Supervisors on December 14, 2004, more particularly described on Exhibit "A" attached hereto ("Subdivision.")
- B. Subdivider is required to construct certain Improvements as specified in this Agreement.
- C. Subdivider is required to satisfy certain conditions of development after the filing of the final map.
- D. County and Subdivider desire to assure that all Improvements will be constructed in accordance with the Conditions and Specifications, and that all remaining conditions of development are performed or satisfied in a timely manner.

NOW, THEREFORE, in consideration of the recording of the final map, the parties hereto mutually covenant and agree as follows:

1. Definitions

1.1. "Acceptance of the Improvements" or "Accept the Improvements" means the Board of Supervisors' formal acceptance of the Improvements or adoption of a resolution reflecting that the Improvements are complete and meet the requirements of the Conditions and Specifications.

1.2. "Improvements" includes the Improvements required by the Conditions and Specifications, including but not limited to: road and street improvements, drainage facilities, sidewalks, curbs, gutters, street signs, sanitary sewer system, water system, fire hydrants, street lights, monuments, other facilities, structures, grading, mitigation measures or conditions of development.

1.3. "Improvement Plans" mean the plans and specifications applicable to the Subdivision which have been approved by the County.

1.4. "Conditions and Specifications" includes the Improvement Plans, the latest version of County of Stanislaus Department of Public Works Improvement Standards, the Stanislaus County Code, all applicable laws, rules, regulations, ordinances, policies, resolutions, mitigation measures, planned development guidelines, zoning restrictions, conditions of development, and tentative map conditions. A copy of the tentative map conditions is attached hereto as Exhibit "B".

1.5. "Subdivision Costs and Fees" includes all labor, materials, equipment, costs and fees associated with the construction, installation, completion, inspection and acceptance of the Improvements, and all fees imposed or required by the Conditions and Specifications.

2. Scope of Work

2.1. Subdivider shall construct, install and complete, at Subdivider's sole cost and expense, all Improvements in accordance with the Conditions and Specifications and to the satisfaction of the County.

2.2. Subdivider shall perform or satisfy, in a timely manner, any work or act to be performed as set forth in the Conditions and Specifications.

3. Improvement Security

3.1. Prior to recording the final map, Subdivider shall file with the County a cash, a letter or credit, or a bond from a California admitted surety, pursuant to Stanislaus County Code § 20.56.030 ("Improvement Security") in an amount determined by the County pursuant to Government Code §66499. et seq. as faithful performance and payment security. In the event any changes or alterations in the work exceed 10% of the original estimated cost of the Improvements, the Subdivider shall provide additional security to the County.

3.2. The faithful performance security shall include a guarantee of (a) faithful performance of all of the provisions of this Agreement; (b) the performance of any changes or alterations in such work provided; (c) the guarantee and warranty of the work for a period of one year following Acceptance of the Improvements, against any defective work

or labor done or defective materials furnished, in the performance of this Agreement; (d) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

3.3. The payment security shall secure payment for the contractor, subcontractors, and persons renting equipment or furnishing labor or materials to them for the work required pursuant to this Agreement.

3.4. The Improvement Security shall reflect the requirements of Government Code §§ 66499 through 66499.10, and any provisions of the Bond and Undertaking Law that are not inconsistent with those Government Code sections.

3.5. The Improvement Security shall be released in whole or in part in the manner set forth in Government Code §66499.7. Prior to releasing the payment security, the Subdivider shall provide the County with a mechanics lien guarantee to the benefit of Stanislaus County in the amount of the payment bond, which is dated at least 35 days after recordation of a Notice of Completion. The release shall not apply to any required guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

4. Completion

4.1. Subdivider shall complete all Improvements within two (2) years from the date of this Agreement in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the Conditions and Specifications, and, where there is a conflict among any of the individual Conditions and Specifications, the stricter requirement shall govern.

4.2. The time for the completion of the Improvements may, in the sole discretion of the Department of Public Works, be extended for good cause, upon application by the Subdivider.

4.3. If Subdivider fails to complete the Improvements within the two year period, or the time period as may have been extended by the Department of Public Works, or if Subdivider abandons the project, the County may take any appropriate action to enforce the terms of this Agreement, including but not limited to:

4.3.a Exercising the County's rights to the Improvement Security;

4.3.b. Completing the Improvements and recovering all Subdivision Costs and Fees associated with completion of the Improvements from Subdivider or from the Improvement Security;

4.3.c. Instituting proceedings for reversion to acreage pursuant to Government Code §66499.12 et seq.

5. Improvement Plan Warranty

5.1. Subdivider warrants that its Improvement Plans are adequate to accomplish the work in accordance with the Conditions and Specifications, and if at any time before the Acceptance of the Improvements the Improvement Plans prove to be inadequate in any respect, Subdivider shall make changes necessary to complete the work required in accordance with the Conditions and Specifications.

6. Guarantee, Warranty and Maintenance

6.1. Subdivider guarantees and warrants that the work to be performed pursuant to this Agreement will be free from defects and will meet the requirements of the Conditions and Specifications. Subdivider shall maintain, repair or replace defective or damaged work or materials and work that does not meet the requirements of the Conditions and Specifications. Subdivider shall be responsible for any Subdivision work or Improvements damaged by Subdivider, its contractors or builders, before or after the work or Improvements are Accepted by the Board. This guarantee and warranty shall extend for a period of one year after Acceptance of the Improvements, and shall be secured for one year after Acceptance of the Improvements by a bond, cash, or letter of credit, in a form and in amounts acceptable to the County.

7. Fees and Costs

7.1. Subdivider shall pay when due all Subdivision Costs and Fees.

7.2. Subdivider shall pay for the cost of relocating any existing utilities or poles as may be required in the Conditions and Specifications.

8. Inspections

8.1. It is the responsibility of the Subdivider to request inspections as needed to ensure that the Improvements conform to the Conditions and Specifications. The County reserves the right to inspect all Improvements at any time. The Subdivider shall pay the County for the cost of all inspections.

8.2. The Department of Public Works shall have the right to reject any or all of the Improvements to be performed under this Agreement if the Improvements do not conform to the Conditions and Specifications.

8.3. Inspection of the work required under this Agreement or any statement by any officer, agent, or employee of the County indicating the Improvements or any part thereof comply with the requirements of this Agreement, or Acceptance of the Improvements, shall not relieve Subdivider of the obligation to perform the work in accordance with this Agreement; nor shall the County be thereby estopped from bringing any action for

damages arising from the failure to comply with any of the terms and conditions hereof.

9. **Indemnity**

9.1. Subdivider shall defend, indemnify and hold harmless the County from any and all claims, losses, damages or liability arising out of or relating in any way to this Agreement or to the Subdivision, except the active negligence of the County.

10. **Insurance**

10.1. Prior to the approval of this Agreement, Subdivider shall procure and maintain at Subdivider's expense for the duration of this Agreement the following insurance:

General liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the required occurrence limit.

Auto liability: Owned/Nonowned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000) per accident.

Workers' Compensation: Workers' Compensation insurance as required by the Labor Code of the State of California.

10.2. Requirements of All Insurance: All insurance required herein is expressly subject to the following:

10.2.a. The insurance coverage shall contain, or be endorsed to contain a provision stating that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County.

10.2.b. Insurance shall be placed with California admitted insurers with a Best's rating of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurances.

10.2.c. Prior to performing any term or condition of this Agreement, Subdivider shall furnish County with certificates of insurance and with original

endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County before any term or condition of this Agreement is performed by Subdivider. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

10.2.d. Subdivider shall require that all of its contractors and subcontractors be subject to all of the indemnity and insurance requirements stated in this Agreement.

10.2.e. The limits of insurance described herein shall not limit the liability of Subdivider and Subdivider's agents, representatives, employees, contractors or subcontractors.

10.2.f. All deductibles, self-insured retentions or named insured's must be declared in writing and approved by County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured's; or the Subdivider shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.3. Requirements of General Liability and Auto Liability Insurance: The general liability and automobile liability insurance policies are to contain, or be endorsed to contain, the following provisions:

10.3.a. The Subdivider shall provide a specific endorsement naming the County and County's officers, officials, employees, and volunteers as insured's regarding: liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Subdivider, including the insured's general supervision of the Subdivider; services, products and completed operations of the Subdivider; premises owned, occupied or used by the Subdivider; and automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the County or County's officers, officials, employees, or volunteers.

10.3.b. The Subdivider's insurance coverage shall be primary insurance regarding the County and County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or County's officers, officials, employees, or volunteers shall be excess of the Subdivider's insurance and shall not contribute with Subdivider's insurance.

10.3.c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County or County's officers, officials, employees, or volunteers.

10.3.d. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4. Requirements of Workers' Compensation Insurance: The Worker's Compensation insurance coverage shall contain, or be endorsed to contain, that insurer shall agree to waive all rights of subrogation against the County and County's officers, officials, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Subdivider.

11. **The Subdivision Site** The Subdivider, its contractors and builders shall keep the Subdivision property clean and free of debris. No construction materials shall be stored in, on or along any County right of way.

12. **Assignment**

12.1. This Agreement shall not be assigned by Subdivider without the prior written consent of the County.

13. **Runs with Land and Recordation**

13.1. This Agreement shall run with the land and is binding on the Subdivider's heirs, successors and assigns. The County shall cause this Agreement to be recorded with the County Recorder.

14. **Notice of Completion and As Built Drawings**

14.1. Subdivider shall execute, acknowledge and record in the manner provided by law, a notice of completion of the Improvements within 10 days after the Department of Public Works provides written notice to the Subdivider that it has passed the final inspection.

14.2. Upon completion of the Improvements, the Subdivider's Engineer shall supply to the County one mylar set of "as built drawings." These drawings shall be certified on each page by a Registered Civil Engineer as being "as built drawings" and shall reflect the job as actually constructed, with all changes incorporated therein.

15. **Acceptance of the Improvements and Occupancy**

15.1. The Board of Supervisors will not release the Improvement Security until all Improvements are completed to the satisfaction of the County in accordance with the Conditions and Specifications.

15.2. The County Department of Building inspection shall not provide final inspection or occupancy approval of any structure within the Subdivision until all Improvements have been completed to the satisfaction of the County in accordance with the Conditions and Specifications. The Subdivider expressly agrees that any structures or residences within the Subdivision shall not be occupied until all Improvements have been completed to the satisfaction of the County in accordance with the Conditions and Specifications. The Subdivider shall provide a written disclosure of the occupancy restriction to all purchasers of Subdivision property.

16. Effective Date of Agreement

16.1. This Agreement shall not become effective unless and until the final map is accepted for recordation by the County Recorder of the County of Stanislaus.

17. Special Conditions

17.1 Any special conditions concerning the Subdivision are set forth on Exhibit "C" attached hereto and incorporated herein by this reference. Subdivider shall perform, in a timely manner, all Special Conditions identified on Exhibit "C".

18. General Terms

18.1. Any dispute concerning this Agreement or any action brought to enforce the terms and conditions of this Agreement, shall be submitted to a court of competent jurisdiction in the County of Stanislaus, State of California.

18.2. Any notices concerning this Agreement shall be mailed as follows to:

Stanislaus County
Department of Public Works
1010 10th Street, Suite 3500
Modesto, CA 95354

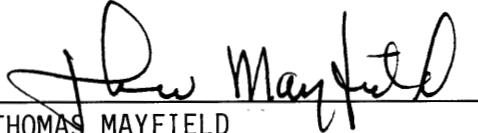
Del Rio Lago By Paramount, LLC
Attn: John C. Williams
P.O. Box 4878
Modesto, CA 95352

18.3. If any section sentence, clause or phrase of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain effective and enforceable to the fullest extent allowed by law.

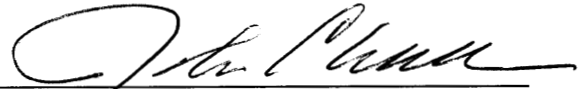
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

COUNTY OF STANISLAUS

SUBDIVIDER



THOMAS MAYFIELD
Chairman of the Board of Supervisors
County of Stanislaus, State of California



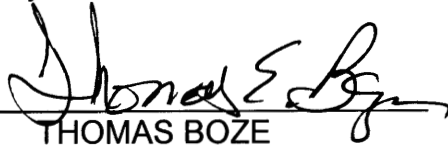
JOHN C. WILLIAMS, President
Del Rio Lago By Paramount, LLC, a
Limited Liability Company by Paramount
Homes, Inc. - Manager

ATTEST
CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California



By 
Deputy Clerk

APPROVED AS TO FORM
JOHN P. DOERING
County Counsel

By 
THOMAS BOZE
Deputy County Counsel

APPROVED AS TO CONTENT
Department of Public Works


MATT MACHADO, Director

Note to Subdivider:

1. Execute acknowledgment form and sign this Agreement before a Notary Public; and
2. If a corporation, (a) attach a certified copy of the Bylaws or the Resolution of the Board of Directors authorizing execution of this contract and the bond required hereby; and (b) the corporate seal must be affixed to the Agreement.
3. Required Exhibits: Exhibit A is a legal description of the subdivision. Exhibit B is a copy of all tentative map conditions, including any revised tentative map conditions. Exhibit "C" is a list of Special Conditions.

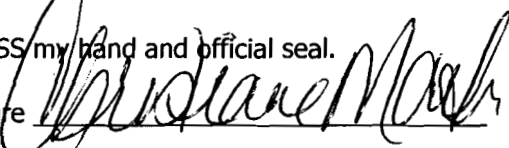
State of California

County of Stanislaus

On 2nd day of October, 2007 before me, Christiane Martin a Notary Public in and for said State, personally appeared John C. Williams, personally known to me (or 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.

WITNESS my hand and official seal.

Signature



Name: Christiane Martin
(typed or printed)

(Seal)

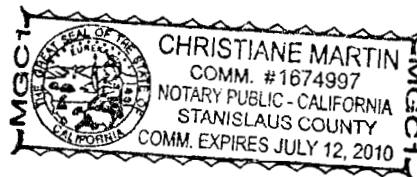


EXHIBIT "A"

Del Rio Lago as per Map thereof recorded _____, _____ in
Book _____ of Maps, at Page _____, Stanislaus County Records.

Exhibit "B"

AS AMENDED BY THE BOARD OF SUPERVISORS
DECEMBER 14, 2004
Conditions Resulting from Time Extension No. 2006-07
Are in Upper & Lower Case, Bold, and Italics
January 18, 2007

DEVELOPMENT STANDARDS & DEVELOPMENT SCHEDULE

REZONE APPLICATION NO. 2003-06
VESTING TENTATIVE SUBDIVISION MAP APPLICATION NO. 2003-02
DEL RIO LAGO SUBDIVISION

Department of Public Works

1. The recorded subdivision map shall be prepared by a licensed land surveyor or a registered civil engineer.
2. All existing non-public facilities and/or utilities that do not have lawful authority to occupy the Carver Road right-of-way shall be relocated onto private property upon request of the Department of Public Works.
3. All structures not shown on the tentative map shall be removed prior to the final map being recorded.
4. The private roads shown on the Tentative Map shall be shown as utility easements and approved access easements from Carver Road to all lots on the final map to be recorded.
5. A 10-foot-wide public utility easement along the frontage of Carver Road adjacent to the right-of-way shall be shown on the final map being recorded.
6. A complete set of on and off site grading, drainage and street improvement plans shall be signed by the Department of Public Works prior to the final map being recorded. All roads fronting or within the subdivision shall be designed and constructed in conformance with the standards contained in the 1998 edition of the Stanislaus County Improvement Standards. The improvements shall include, but not be limited to, street pavement, concrete curb and gutter, ~~sidewalks~~ on both sides of the streets, street lights, drainage facilities, pavement markings, and road signs. All interior roads shall have a minimum curb to curb pattern of 36 feet in width. National Geodetic survey vertical (elevation) datum shall be used. If available, 1988 data shall be used.
7. A positive storm water drainage system, conforming to County standards shall be installed. The drainage system shall be designed to store the runoff from a 50-year storm in a 24-hour period and dispose of the runoff from a 10-year storm within a 48 hour period.

8. If the lake, which will act as the storm drain basin shown on the tentative map is not of sufficient size to accommodate the generated runoff conforming to county standards, the lake shall be enlarged as needed to accommodate the runoff generated.
9. An erosion control plan shall be included in the subdivision improvement plans that provides mitigation measures for erosion and sedimentation control. These measures shall prevent dirt from the subdivision from getting into the road right-of-way and the drainage system. The plan shall be implemented during all phases of development including, but not limited to, grading and dwelling construction. The plan shall also address long term mitigation measures.
10. Road right-of-way on Carver Road, as shown on the tentative map, and as needed to accommodate the realignment of the curve on Carver Road, shall be dedicated to Stanislaus County. The chord of a 25-foot radius shall be provided at all intersections.
11. Street monuments and covers shall be installed to County standards.
12. A note on the final map to be recorded shall clearly state that all roads within the gated community are private, non-county maintained roads.
13. A stop sign, stop bar and legend shall be installed on private property at the intersection of the entrance road and Carver Road.
14. The Department of Public Works acknowledges the project traffic study mitigation measures. In order to most efficiently and effectively implement them, the Department recommends the following condition to address the realignment of Carver Road. The project is responsible for contributing \$128,760.00 towards the realignment of the Ladd/Carver intersection. Prior to the final map being recorded, the developer shall pay \$30,000.00 to this Department for the realignment of the Ladd /Carver intersection. Prior to, or at issuance of a building permit for the individual lots, a \$2,101.27 fee (per lot) shall be paid to Stanislaus County as the remaining contribution towards the realignment of the Ladd/Carver intersection. If the number of lots changes on the final map, the fee per lot will be equal to \$98,760.00 divided by the revised number of residential lots on the final map.
15. The curve on Carver Road shall be designed with a minimum 1,000-foot radius.
16. The design of the subdivision entrance with Carver Road shall provide for a minimum stopping sight distance of 340 feet.
17. The driveway entrance at Carver Road shall have a turnaround in front of the entrance gate. The turnaround shall start a minimum of 30 feet from the Carver Road right-of-way. The turnaround shown on the Tentative Map does not reflect this minimum distance.

18. The proposed bridge shall meet County Specification 3.27 and shall be designed for HS20-45 loading.
19. The curves on the proposed Island Drive shall meet County Specification 3.3 and the road shall accommodate a "California design vehicle".
20. No lots shall have direct access onto Carver Road. An access control wall or wrought iron fence shall be constructed on private property along the Carver Road frontage to limit access. The wall or fence shall allow sight distance in conformance with County standards. The restricted access shall be clearly indicated on the final map. A homeowners' association shall be responsible for the maintenance of this wall or fence.
21. The grading plan shall show that the lowest finished floor elevation within the subdivision will be at least 12 inches above the high water elevation of a 100-year flood.
22. Prior to the subdivision map being recorded, the subdivider shall sign a "Subdivision Improvement Agreement" and post the required certificates of insurance and subdivision bonds with the Department of Public Works.
23. The subdivider shall furnish the Department of Public Works three copies of a soils report for the area being subdivided. The report shall also include: (a) sufficient R-value test to establish appropriate road sections, and (b) sufficient test boring to log the soil strata, determine the static water level and the percolation rate. The boring shall be made at or in close proximity to the lake. The report shall be signed by a California registered civil engineer.
24. All existing irrigation lines within the area to be subdivided shall be removed or relocated into easements along lot lines. The irrigation lines shall be reinforced at road crossings and driveways. All irrigation lines or structures which are to be abandoned shall be removed. All work shall be done in accordance with the requirements of the Department of Public Works and the Modesto Irrigation District.
25. Prior to the final map being recorded, the area being subdivided shall be annexed to the Hillcrest Lighting District or a new district formed, if annexation is not possible. The sub-divider shall provide all necessary documents and pay all costs associated with the annexation or formation of a new district.
26. All street lights within the county right-of-way shall be installed on steel poles. Prior to the final map being recorded, the sub-divider shall deposit the first year's operating and maintenance cost of the street lights with the Department of Public Works.
27. Prior to issuance of any building permits, the lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer is required by the Department of Public Works.

28. All new utilities shall be underground and located in public utility easements. A 10-foot wide public utility easement (P.U.E.) shall be located adjacent to all road right-of-ways. The P.U.E. shall be shown on the final map.
29. One bench mark (brass cap) shall be established within the subdivision on a brass cap and the elevation shall be shown on the Record Drawing. A copy of the field notes shall be furnished to the Department of Public Works.
30. A set of Record Drawings shall be provided to and approved by the Department of Public Works prior to acceptance of the subdivision improvements by the County. The drawings shall be on 3 mil mylar with each sheet signed and stamped by the design engineer and marked "Record Drawing".
31. A fog seal coat shall be applied to all new asphalt within the county road right-of-way in accordance with Caltrans Standard Specifications for Bituminous Seal prior to the County accepting the improvements.
32. Stanislaus County will not issue any final inspection and/or occupancy permits for any structures within the subdivision until all the required subdivision improvements have been completed to the satisfaction of the Department of Public Works.
33. Prior to the Department of Public Works doing any plan review or inspections associated with the subdivision, the subdivider shall sign a "Subdivision Processing/Inspection Agreement" and post a \$10,000.00 deposit with Public Works.
34. Prior to the final map being recorded, a homeowners' association shall be formed to provide funds to ensure future maintenance of the storm drain system, access control wall, landscaping and open space areas, lake and sewer treatment facilities. A copy of the formation documents shall be provided to the Department of Public Works prior to the final map being recorded.
35. In the event that the Del Rio Community Plan is updated prior to the Board of Supervisors authorizing the recording of the final map, the subdivider shall be subject to all traffic mitigation measures identified in the environmental impact report for the updated plan.

Planning and Community Development

36. Prior to the occupancy of any building, or operation of the approved use, the applicant shall meet all the requirements of the Department of Fire Safety and the Air Pollution Control District. This will include a requirement that a supply and flow of water for fire suppression must be provided to the standards of the Department of Fire Safety.
37. Certificates of Occupancy shall be obtained from the Building Inspection Division prior to occupancy of any structures.

38. The final recorded map shall contain the following statement:
- “Many procedures normal and necessary to the operation of agricultural uses such as field crops, vineyards, orchards, dairy and poultry farms and feed lots result in noise, odor, dust, spraying, irrigation or other potentially detrimental effects to residential use of adjacent properties. All persons purchasing lots within the confines of this approved map for the purpose of establishing residence should investigate the likelihood of such conflicts.” (Chapter 9.32 of the Stanislaus County Ordinance Code)
39. Fences and landscaping adjacent to roadways shall be in compliance with the County’s “Visibility and Obstructions at Public Intersections” ordinance.
40. Prior to the issuance of building permits for a dwelling, the owner/developer shall pay a fee of \$339.00 per dwelling to the County Sheriff’s Department.
41. Construction of the project shall comply with standardized dust controls adopted by the San Joaquin Valley Air Pollution Control District.
42. During the construction phases of the project, if any human remains, significant or potentially unique are found, all construction activities in the area shall cease until a qualified archeologist can be consulted. Construction activities shall not resume in the area until an on-site archeological mitigation program has been approved by a qualified archaeologist.
43. Hours of construction on the project site shall be limited to 7:00 a.m. to 6:00 p.m., Monday thru Saturday, with no construction allowed on holidays.
44. The developer shall pay all applicable Public Facilities Impact Fees and Fire Protection Development/Impact Fees as adopted by Resolution of the Board of Supervisors. For the Public Facilities Impact Fees, the fees shall be based on the Guidelines Concerning the Fee Payment Provisions established by County Ordinance C.S. 824 as approved by the County Board of Supervisors on March 11, 2003, and shall be payable at the time determined by the Department of Public Works.
45. The subdivider is required to defend, indemnify, or hold harmless the County, its officers and employees from any claim, action, or proceedings against the County to set aside the approval of the map as set forth in Government Code Section 66474.9. The County shall promptly notify the subdivider of any claim, action, or proceeding to set aside the approval and shall cooperate fully in the defense.
46. Prior to the issuance of the Notice of Determination, the applicant shall pay, within five working days of Planning Commission approval, a filing fee of \$50.00 payable to **“Stanislaus County Clerk/Recorder”** care of the Planning Department. Should the “De Minimis” finding be found invalid for any reason, the applicant/developer shall be responsible for payment of Department of Fish and Game Fees.

47. Pursuant to Section 404 of the Clean Water Act, prior to construction, the developer shall be responsible for contacting the US Army Corps of Engineers to determine if any "wetlands," "waters of the United States," or other areas under the jurisdiction of the Corps of Engineers are present on the project site, and shall be responsible for obtaining all appropriate permits or authorizations from the Corps, including all necessary water quality certifications, if necessary.
48. Pursuant to the federal and state Endangered Species Acts, prior to construction, the developer shall be responsible for contacting the US Fish and Wildlife Service and California Department of Fish and Game to determine if any special status plant or animal species are present on the project site, and shall be responsible for obtaining all appropriate permits or authorizations from these agencies, if necessary.
49. Pursuant to Section 1600 and 1603 of the California Fish and Game Code, prior to construction, the developer shall be responsible for contacting the California Department of Fish and Game and shall be responsible for obtaining all appropriate streambed alteration agreements, permits or authorizations, if necessary.
50. Pursuant to State Water Resources Control Board Order 99-08-DWQ and National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, prior to construction, the developer shall be responsible for contacting the California Regional Water Quality Control Board to determine if a "Notice of Intent" is necessary, and shall prepare all appropriate documentation, including a Storm Water Pollution Prevention Plan (SWPPP). Once complete, and prior to construction, a copy of the SWPPP Pollution Prevention Plan shall be submitted to the Stanislaus County Department of Public Works.
51. This project shall be conducted as described in the application and supporting information (including maps and elevations) as approved by the Board of Supervisors and in accordance with other laws and ordinances.
52. ***The Department of Planning and Community Development shall record a Notice of Administrative Conditions and Restrictions with the County Recorder's Office within 30 days of project approval. The Notice includes: Conditions of Approval / Development Standards and Schedule; any adopted Mitigation Measures; and a project area map.***

Department of Environmental Resources

53. The project shall be constructed in compliance with all applicable requirements listed in the following responses from the Department of Environmental Resources. Each requirement shall be satisfied at appropriate times and to the standards determined by DER.
54. Applicant shall demonstrate that a water supply of adequate quantity and acceptable quality is available for service to the subdivision.

55. Preferred option for water service to subdivision is service by the City of Modesto subject to the terms and conditions of City of Modesto issued "Will Serve Letter." If this is not obtained, applicant may form a mutual water company (California Corporations Code Section 14310 *et seq.*), which must be formed prior to the subdivision map recording, and contract with a responsible entity that possesses an acceptable level of technical managerial and financial capabilities for management/operation of the water system, for review and acceptance by DER.
56. All parcels in the subdivision shall be served water by a public water system that has obtained a public water supply permit as required by California Health and Safety Code (HSC), Sections 116525, 116530, 116535, 116540, 116555, *et seq.*
57. If the "will serve" letter is not obtained, prior to issuance of building permits, developer shall provide certification to Stanislaus County Department of Environmental Resources (DER) and Stanislaus County Fire Warden that domestic and fire flows are available, and a public water supply permit to operate the water system has been issued.
 - a. Subdivision shall comply with Stanislaus County Specifications and Improvement Standards, as determined by DER and Stanislaus County Fire Warden.
58. If the "will serve" letter is not obtained, installation of the total domestic water system, including but not limited to well, pump, storage tank, distribution system piping, valves, meters and enclosure boxes shall be completed under inspection and approval of the registered professional design engineer as required by Stanislaus County DER. Design engineer shall certify in writing that the system has been installed in accordance with approved plans, specifications and Water Works Standards contained in California Code of Regulations, Title 22, Division 4, Chapter 16, before issuance of public water supply permit. **THE EMERGENCY GENERATORS THAT WOULD POWER THE WELLS IN THE EVENT OF A POWER FAILURE WOULD HAVE SOUND ENCLOSURES THAT MEET THE COUNTY'S NOISE STANDARD.**
59. Acceptable source and distribution system water quality shall be demonstrated pursuant to CA Domestic Water Quality and Monitoring Regulations contained in California Code of Regulations, Title 22, Division 4, Chapter 15, before issuance of public water supply permit.
60. Individual water service connections to subdivision lots shall be metered.
61. Public water supply wells/water sources servicing the subdivision shall be metered.
62. Applicant shall identify all existing wells on proposed parcels. Existing private water wells in the subdivision shall be destroyed under permit of the Stanislaus County Department of Environmental Resources in accordance with California State Model Well Ordinance, at the time when the new public water system service is available.

63. No new private water well shall be constructed in the subdivision.
64. A package sewer treatment plan must serve the Del Rio Lago project. This package sewer treatment plant will need to be approved by Regional Water Quality Control Board (RWQCB). **A SITE PLAN FOR THE TREATMENT PLANT SHALL BE SUBMITTED TO AND APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL RESOURCES, WHICH SHALL INCLUDE, AT A MINIMUM, THE PROPOSED LOCATION FOR THE TREATMENT PLANT; DESCRIBE HOW ADJACENT PROPERTY OWNERS WILL BE NOTIFIED OR INFORMED ABOUT LIVING NEAR THE PROPOSED PLANT; SHOW SET BACKS THAT CONFORM TO COUNTY ORDINANCE AND STANDARDS; AND SHOW THE LOCATION OF ALL EXISTING AND PROPOSED WELLS.**

THE SITE PLAN SHALL LOCATE THE TREATMENT PLANT SO AS TO MEET ALL COUNTY STANDARDS AND COMPLY WITH COUNTY ORDINANCE.

~~64. An existing package sewer treatment plan is located in the immediate area. This plant has the capacity to serve both subdivisions Del Rio West and proposed Del Rio Lago project. The addition of the Del Rio Lago subdivision to the Del Rio West Package sewer treatment plant would require the final approval of the RWQCB.~~

~~65. If no agreement can be reached, which could be the case, then the other alternative is to install a second package sewer treatment plan. This package sewer treatment plant will need to be approved by RWQCB and operated under the Del Rio Community Services Corporation. A site plan has been submitted and further clarification is needed on the following:~~

- ~~a. The proposed location for the package sewer treatment plant and the setbacks to any adjacent property, and how the adjacent property owners will be notified or informed about living near the proposed plant including the sewer lift station.~~
- ~~b. The site plan shows an existing well on an adjacent property, not part of the proposed subdivision that is close to the new proposed package sewer treatment plant. Setbacks must be met. This issue must be addressed by meeting all County standards, at the applicant's expense, to the satisfaction of Department of Environmental Resources.~~

65. Existing septic tanks shall be destroyed under permit from Department of Environmental Resources and in accordance with all laws and Stanislaus County policies.

City Of Modesto

Note: The following two conditions are applicable only if the project water supply system is made part of the system operated by the City of Modesto.

66. The project be developed, to the satisfaction of the City of Modesto, in full compliance with all requirements listed in the **ANY** City of Modesto "Will -Serve" letter. ~~from City Manager Jack Crist dated September 10, 2002.~~ Timing for determining consistency with City of Modesto requirements shall be determined by the City of Modesto.

67. The applicant/developer shall enter into a water well Construction and Reimbursement Agreement with the City of Modesto.

Stanislaus County Consolidated Fire

68. Pay fire service impact/development fees.
69. No development without approved fire department access and water for fire protection.
70. Emergency vehicle access shall be 20 feet in width. A minimum of 18 feet from centerline to flow line shall be provided for Road Section C-C. Vista Court shall be marked as one-way traffic and median and center circle marked as "Fire Lane" "No Parking." A "Fire Lane" "No Parking" shall be marked on one side of Island Drive where it narrows to 30 feet. Bridge shall be designed and engineered to CalTrans' standards. A residential fire sprinkler system shall be provided for each island parcel (Lots 12-22) in lieu of a secondary fire access.

Development Services

71. Subdivision Improvement Plans shall be approved by Public Works/Development Services.
72. Grading and building permits for all new construction shall be obtained from Development Services.

Salida Fire Protection District

73. This project will be subject to ~~CEQA~~ Fire Service Impact Mitigation / ***Development Fees*** as adopted by the District Board of Directors and currently in place at the time of issuance of construction permits. In addition, attached garages of 800 square feet and greater shall be subject to fees, which will be calculated to include the full sum of garage footage.
74. All buildings constructed shall meet the District's requirements for on-site water for fire protection and/or fire hydrants and hydrant locations, blue reflective street hydrant markers, sprinkler and alarms systems, key-box rapid entry systems, adherence to all applicable codes and ordinances, etc.
75. All buildings of ~~5,000 square feet and greater~~ shall ***are*** be required to have fire sprinklers ***in accordance with state, local and District requirements.***
76. All traffic signals installed and/or retrofitted due to proposed project shall meet the District's requirements for signal preemption.
77. The bridge, designed as an access for the island, shall meet CalTrans specifications.

78. Prior to, and during, combustible construction, the District shall approve provisions for serviceable fire vehicle access and fire protection water supplies.
79. Prior to development, the owner of the property(s) will be required to enter into an agreement with the Salida Fire Protection District. This must be done to insure that the owners of the proposed parcels will be paying a special tax that will reflect the actual costs of providing fire and life safety services. This is required because the existing assessment does not meet this standard and any additional development will have further negative financial impact on the fire district.
80. ***Prior to occupancy of any building, the applicant shall provide necessary water rescue equipment to the District to mitigate an incident on or in the water.***
81. ***The project shall meet fire apparatus access standards. Two ingress/egress accesses meeting the requirements listed within the California Fire Code, Section 902. In addition, roadway and turn-around widths shall meet District standards for current and future equipment required to provide services to the proposed project.***

Stanislaus County Department of Parks and Recreation

82. Prior to issuance of residential building permits within the project area applicant shall pay park mitigation fees in an amount consistent with the County-wide rate adopted by the Board of Supervisors. Payment for and implementation of Stanislaus County neighborhood park requirements shall be confirmed by the County Parks Department.

San Joaquin Valley Air Pollution Control District

83. The project is to comply with District Regulation VIII (Fugitive Dust Prohibitions) during all parts of the construction phase. ***It may also be subject to Rule 2201 (New & Modified Stationary Source Rule), Rule 4102 (Nuisance), Rule 4601 Architectural Coatings, Rule 4641 (Cutback, Slow Cure & Emulsified Asphalt, Paving & Maintenance Operations).***
84. ***Prior to recording of the final map, applicant shall work with the Air District to prepare an Air Quality Impact Assessment (AQIA) and comply with any mitigation measures recommended by that study as may be required by the District to be met. Evidence of compliance shall be presented to the Planning Director prior to final map recording.***
85. Any operations and/or equipment subject to the District's "Permit to Operate" requirements must obtain an "Authority to Construct (ATC)" from the District.

STANCOG

86. Project shall comply with Mitigation Measures on Page 17, Item No. 5 and Page 18, Item No. 6 as recommended by the applicant's Traffic Impact Analysis dated March 14, 2003. (Note that Mitigation Measure No. 11, as listed in the project Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Plan requires applicant to comply with all mitigation measures within the Traffic Report). The County Public Works Department shall be responsible for implementing traffic mitigation at appropriate time and to appropriate standards.

Modesto Irrigation District

87. ***In conjunction with related site / road improvement requirements, existing overhead electric facilities within or adjacent to the proposed project shall be protected, relocated or removed as required by the District's Electric Engineering Department.***
88. ***Relocation or installation of electric facilities shall conform to the District's Electric Service Rules.***
89. ***Costs for relocation and/or under grounding the District's facilities at the request of others will be borne by the requesting party. Estimates for relocating and under grounding existing facilities will be supplied upon request.***
90. ***A 10 foot P.U.E. is required along the Carver Road street frontage.***
91. ***The District should be contacted for requests to remove the existing overhead service within the outlined area. The cost of removal will be at the District's expense provided that the load being served is also removed.***
92. ***Electric service to the individual parcels is not available at this time. Customer should contact the District's Electric Engineering Department to arrange for electric service to the project. Additional easements may be required with development of this property.***

DEVELOPMENT SCHEDULE

**REZONE NO. 2003-06
VESTING TENTATIVE SUBDIVISION MAP APPLICATION NO. 2003-02
DEL RIO LAGO SUBDIVISION**

Project to start within 3 years of the date of final project approval. The subdivision improvements to be completed within 5 years of the project approval.

EXHIBIT "C"

Special Conditions: None.

**FIRST ADDENDUM TO SUBDIVISION IMPROVEMENT AGREEMENT FOR
DEL RIO LAGO SUBDIVISION**

FIRST ADDENDUM TO SUBDIVISION IMPROVEMENT AGREEMENT (“Addendum”) is entered into on APR 22 2008, by and between the County of Stanislaus a political subdivision of the State of California, hereinafter referred to as the “County” and Del Rio Lago by Paramount, LLC a Limited Liability Company, by Paramount Homes, Inc. – Manager, hereinafter referred to as “Subdivider.”

RECITALS

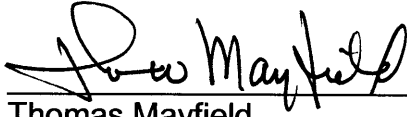
- A. Concurrently herewith Subdivider has executed that certain Subdivision Improvement Agreement for Del Rio Lago Subdivision (“Agreement”).
- B. County and Subdivider desire to amend the general liability insurance provisions particularly set forth in Section 10 of the Agreement.
- C. County and Subdivider desire to assure that the County is fully and satisfactorily protected by insurance for all activities related to the Subdivision, as described in the Agreement.

NOW, THEREFORE, in consideration of the recording of the final map, the parties hereto mutually covenant and agree as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated into the body of this Agreement if set forth in full. Further, any terms, conditions and obligations set forth in the Agreement, not amended or modified by this Amendment shall remain in full force and effect.
2. Notwithstanding the provisions of Section 10(2)(b), County accepts as sufficient, insurance coverage Subdivider’s insurance coverage afforded by Pro-Builders Specialty Insurance, as evidenced by the Certificate of Liability currently on file with the Stanislaus County Department of Public Works. This acceptance is conditioned upon Subdivider also providing endorsements from the insurers of all Subdivider’s contractors and subcontractors performing any work governed by the Agreement, which endorsements shall name the County of Stanislaus, its officers, agents and employees as additional insured’s.

COUNTY OF STANISLAUS

SUBDIVIDER



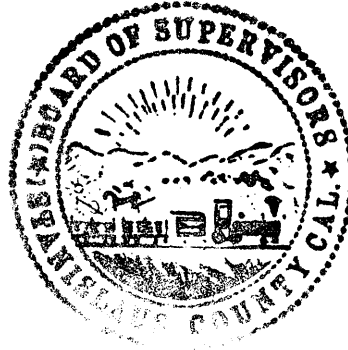
Thomas Mayfield
Chairman of the Board of Supervisors
County of Stanislaus, State of California



JOHN C. WILLIAMS,
President
Del Rio Lago By Paramount, LLC, a
Limited Liability Company by Paramount
Homes, Inc. - Manager

ATTEST


CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California



By 
Deputy Clerk

APPROVED AS TO FORM

JOHN P. DOERING
County Counsel

By 
THOMAS BOZE
Deputy County Counsel

APPROVED AS TO CONTENT

Department of Public Works


MATT MACHADO, Director

COPY

March 20, 2008

MEMO TO: David L. Dolenar, Deputy Executive Officer

FROM: Matt Machado, Director

SUBJECT: Request for Waiver of Insurance Requirements

Enclosed please find for your review and consideration:

- One (1) original of the Request for Waiver of Insurance Requirements for Subdivider's Insurance Company's Best Rating.
- One (1) copy of the Certificate of Insurance for J. C. Williams Company, Inc. which lists ProBuilders Specialty Insurance Company.

This request is based on the fact that the County has previously approved this company on seven (7) different occasions for subdividers entering into Subdivision Improvement Agreements.

Please return the signed document as soon as possible so the Subdivision Improvement Agreement and final map for the Del Rio Lago Subdivision may be put on the agenda for the Board of Supervisor's approval. Thank you for considering this waiver. If you have any questions regarding this matter, please call me at 525-7581.

(H:\Services\TM2003-02 RioDelLago Insurance Waiver memo.ah)

COPY


REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS FOR SUBDIVIDER'S
INSURANCE COMPANY'S BEST RATING

The Department of Public Works is requesting a waiver of the following insurance requirements: the insurance shall be placed with a California admitted insurer with a Best's rating of no less than A-:VII.

J. C. Williams Company, a California Corporation, desires to enter into a Subdivision Improvement Agreement with Stanislaus County to guarantee the construction of all improvements required for the Del Rio Lago Subdivision, Vesting Tentative Map No. 2003-02. Section 10.2.b. of the Subdivision Improvement Agreement requires the Subdivider, J. C. Williams, to provide insurance that is placed with a California admitted insurer with a Best's rating of no less than A-:VII. The Subdivider has requested the County accept PROBUILDERS SPECIALTY INSURANCE COMPANY, RRG, A RISK RETENTION GROUP as its carrier. This company has a BEST rating of NR-2, which is defined as a Not Rated Category due to "Insufficient Size and/or Operating Experience".


The County has previously accepted this insurance company on seven (7) different occasions for two subdividers entering into Subdivision Improvement Agreements between the period of November 25, 2003 and June 14, 2005. Of these seven (7), four (4) were approved on or after February 15, 2005 without a formal waiver. The Department of Public Works believes there will be no more exposure to the County with the acceptance of the insurance company for this subdivider, as with the previous subdividers. As of this date, none of the improvements have been completed.

DEPARTMENT OF PUBLIC WORKS

 4-14-08

Matt Machado Date
Director

APPROVED COUNTY COUNSEL
JOHN P. DOERING

 4-14-08

Thomas Boze Date
Deputy County Counsel

APPROVED
CEO-RISK MANAGEMENT

David L. Dolenar Date
Deputy Executive Officer