

DATE SUBMITTED 6/13/2018  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR MORA  
 DATE ACTION REQUIRED 6/20/18

COUNCIL ACTION   
 PUBLIC HEARING REQUIRED   
 RESOLUTION   
 ORDINANCE 1<sup>ST</sup> READING   
 ORDINANCE 2<sup>ND</sup> READING   
 CITY CLERK'S INITIALS

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MAYFIELD RANCH UNIT 3A AND 3B FIRST AMENDMENT TO SUBDIVISION AGREEMENT	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY:  On October 4, 2017, the City of Imperial and Martin D. Coyne LLC., mutually agreed to the Subdivision Agreement and Improvement Security of Mayfield Ranch Unit 3A and 3B per Government Code Sections 66462 and Section 66463). At the request of the applicant, Martin D. Coyne LLC, is requesting to amend the subdivision agreement to reflect the subordination. See attached Recital for Unit 3A and 3B.	
FISCAL IMPACT: None	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: Approve Mayfield Ranch Unit 3A and 3B First Amendment to Subdivision Agreement.	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>[Signature]</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( )  REFERRED TO:

**FIRST AMENDMENT TO SUBDIVISION AGREEMENT  
MAYFIELD UNIT 3A**

This amendment is entered this 20th day of June, 2018, between the City of Imperial, a municipal corporation of the State of California (“City”) and Martin D. Coyne, LLC, a California limited liability company (“Subdivider”).

**Recitals**

WHEREAS, City and Martin D. Coyne, a California limited liability company (“Martin D. Coyne LLC”) entered into those certain Subdivision Agreements for Mayfield Unit 3A on or about October 4, 2017 (“Agreement”); and

WHEREAS, Martin D. Coyne, LLC has assigned all of its interest in and to the Agreement to Subdivider; and

WHEREAS, Paragraphs 3A and 3B of the Agreement calls for improvement security for the faithful performance and for labor and material associated with Subdivider’s performance of the improvements described in the Agreements, related conditions of approval and engineer’s estimates; and

WHEREAS, Paragraph 13 of the Agreement requires security for the proper installation of subdivision monumentation; and

WHEREAS, Martin D. Coyne provided security referred to above in the form of First Lien position on real property; and

WHEREAS, City agreed and accepted a first lien position on real property described herein; and

WHEREAS, in order to carry out the wishes of the Parties as described herein, the parties wish to amend the Agreements as set forth below.

NOW THEREFORE, it is agreed as follows:

1. The Recitals hereto are true and correct and are incorporated herein by this reference;
2. Paragraphs 2 and 3 of the Agreement is amended;
3. Paragraph 2 Improvements, delete “from the date hereof”;
4. Paragraph 3 Improvement Security, letter A, add, “The warranty period begins to run only upon completion of all of the Work called for by this agreement and acceptance of such Work as completed by the City” to the second paragraph;
5. Paragraph 3 Improvement Security, delete reference to surety since bonds are not involved;
6. Paragraph 3 Improvement Security, add letter C entitling it Reduction of Security;

7. Paragraph 3 Improvement Security, letter C Redaction of Security, add sentence to read, "Acceptance," as used in this subparagraph is solely for the purpose of considering whether security can be reduced."
8. Paragraph 3 Improvement Security, letter C Redaction of Security, add sentence to read, "Further, the market value of the First Lien position must be not less than 100% of the estimated cost (including payment of prevailing wage) associated with completion of the Work remaining to be completed."
9. Paragraph 3, letter C Redaction of Security, delete "In no event" to the fifth sentence, and so it shall read: "The performance security shall not be reduced to an amount less than then percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied."
10. Paragraph 3, The completion period for improvements required by the Agreements shall be 12 months from the date of execution hereof.
11. Paragraph 3, City agrees to subordinate its first position in the Property to a second position on portions of the Property in favor of a construction lender as Subdivider develops and constructs improvements required by the Agreements as depicted on the attached Exhibit A; provided that a fund control is in place to assure payment directly to contractors for installation of such improvements and provided further that City receive a personal guarantee from Martin D. Coyne for performance, labor and materials and monumentation related to the subordinated amounts.
12. Paragraph 3, letter A, revise estimated cost of the work to one million, seven hundred ten thousand, three hundred seventy two dollars and sixty cents. (1,710,372.60);

Except as specifically set forth herein, all terms of the Agreements shall remain in full force and effect.

City of Imperial

Subdivider (Martin D. Coyne, LLC)

By \_\_\_\_\_

By \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Debra Jackson, City Clerk

## Grading and Improvements - Mayfield Ranch Unit 3A Construction Cost Estimate

### CONSTRUCTION COST ESTIMATE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
<b>Brighton Street</b>					
<b>Surface Improvements</b>					
1	782	TON	3" AC Paving (42,280 SF)	\$ 88.00	\$ 68,816
2	1,175	CY	Agg Base Class II (42,280 S.F.) - 9-Inch	\$ 35.00	\$ 41,125
3	42,280	SF	Subgrade Preparation	\$ 0.30	\$ 12,684
4	1,960	L.F.	6" Curb and Gutter	\$ 24.00	\$ 47,040
5	2	EA.	ADA Access Ramp	\$ 1,700.00	\$ 3,400
6	3,155	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 18,930
7	3	EA.	Street Lights Including Electrical Wiring	\$ 5,900.00	\$ 17,700
8	3,540	SF	Driveways (177 SF Each)	\$ 6.00	\$ 21,240
<b>Subtotal</b>					<b>\$ 230,935</b>
<b>Water Improvements</b>					
1	538	LF	8-Inch Water Pipeline and Appurtenances	\$ 50.00	\$ 26,900
2	20	EA.	Water Services Including Water Meter	\$ 2,300.00	\$ 46,000
3	1	EA.	Fire Hydrant (6")	\$ 5,200.00	\$ 5,200
<b>Sub-Total</b>					<b>\$ 78,100</b>
<b>Sewer Improvements</b>					
1	1,028	LF	8-inch Sewer line	\$ 58.00	\$ 59,624
2	20	EA.	Sewer Laterals	\$ 1,400.00	\$ 28,000
3	5	EA.	Sewer Manholes	\$ 4,200.00	\$ 21,000
<b>Sub-Total</b>					<b>\$ 108,624</b>
<b>Storm Drain Improvements</b>					
1	190	LF	18-Inch Storm Drain Line	\$ 55.00	\$ 10,450
2	2	EA.	Curb Inlets	\$ 4,800.00	\$ 9,600
3	2	EA.	Storm Drain Manhole/Structure	\$ 5,100.00	\$ 10,200
<b>Sub-Total</b>					<b>\$ 30,250</b>
<b>Total Brighton:</b>					<b>\$ 447,909</b>



*Handwritten signature in blue ink*

## Vineyard Street

### Surface Improvements

1	790	TON	3" AC Paving (42,600 SF)	\$ 88.00	\$ 69,520
2	1,185	CY	Agg Base Class II (42,600 S.F.) - 9-Inch	\$ 35.00	\$ 41,475
3	42,600	SF	Subgrade Preparation	\$ 0.30	\$ 12,780
4	2,040	L.F.	6" Curb and Gutter	\$ 24.00	\$ 48,960
5	0	EA.	ADA Access Ramp	\$ 1,700.00	\$ -
6	6,435	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 38,610
7	4	EA.	Street Lights Including Electrical Wiring	\$ 5,900.00	\$ 23,600
8	6,726	SF	Driveways (177 SF Each)	\$ 6.00	\$ 40,356
				<b>Subtotal</b>	<b>\$ 275,301</b>

### Water Improvements

1	1,060	LF	8-Inch Water Pipeline and Appurtenances	\$ 50.00	\$ 53,000
2	38	EA.	Water Services Including Water Meter	\$ 2,300.00	\$ 87,400
3	3	EA.	Fire Hydrant (6")	\$ 5,200.00	\$ 15,600
				<b>Sub-Total</b>	<b>\$ 156,000</b>

### Sewer Improvements

1	1,045	LF	8-inch Sewer line	\$ 58.00	\$ 60,610
2	38	EA.	Sewer Laterals	\$ 1,400.00	\$ 53,200
3	3	EA.	Sewer Manholes	\$ 4,200.00	\$ 12,600
				<b>Sub-Total</b>	<b>\$ 126,410</b>

### Storm Drain Improvements

1	190	LF	18-Inch Storm Drain Line	\$ 55.00	\$ 10,450
2	2	EA.	Curb Inlets	\$ 4,800.00	\$ 9,600
3	2	EA.	Storm Drain Manhole/Structure	\$ 5,100.00	\$ 10,200
				<b>Sub-Total</b>	<b>\$ 30,250</b>

				<b>Total Vineyard:</b>	<b>\$ 587,961</b>
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**4th Street**

**Surface Improvements**

1	500	TON	3.5" AC Paving (23,200SF)	\$ 88.00	\$ 44,000
2	860	CY	Agg Base Class II (23,200 S.F.) - 12-Inch	\$ 35.00	\$ 30,100
3	23,200	SF	Subgrade Preparation	\$ 0.30	\$ 6,960
4	790	L.F.	6" Curb and Gutter	\$ 24.00	\$ 18,960
5	3	EA.	ADA Access Ramp	\$ 1,700.00	\$ 5,100
6	2,980	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 17,880
7	2	EA.	Street Lights Including Electrical Wiring	\$ 5,900.00	\$ 11,800
8	1,416	SF	Driveways (177 SF Each)	\$ 6.00	\$ 8,496
				<b>Subtotal</b>	<b>\$ 143,296</b>

**Water Improvements**

1	340	LF	8-Inch Water Pipeline and Appurtenances	\$ 50.00	\$ 17,000
2	8	EA.	Water Services Including Water Meter	\$ 2,300.00	\$ 18,400
3	2	EA.	Fire Hydrant (6")	\$ 5,200.00	\$ 10,400
				<b>Sub-Total</b>	<b>\$ 45,800</b>

**Sewer Improvements**

1	390	LF	12-inch Sewer line	\$ 90.00	\$ 35,100
2	8	EA.	Sewer Laterals	\$ 1,400.00	\$ 11,200
3	2	EA.	Sewer Manholes	\$ 4,200.00	\$ 8,400
				<b>Sub-Total</b>	<b>\$ 54,700</b>

**Storm Drain Improvements**

1	275	LF	24-Inch Storm Drain Line	\$ 68.00	\$ 18,700
2	2	EA.	Curb Inlets	\$ 4,800.00	\$ 9,600
3	1	EA.	Storm Drain Manhole/Structure	\$ 5,100.00	\$ 5,100
				<b>Sub-Total</b>	<b>\$ 33,400</b>

<b>Total 4th Street:</b>	<b>\$ 277,196</b>
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**Unit 3A Estimated Construction Cost Summary:**

<b>Total Brighton:</b>	<b>\$ 447,909.00</b>
<b>Total Vineyard:</b>	<b>\$ 587,961.00</b>
<b>Total 4th Street:</b>	<b>\$ 277,196.00</b>
<b>Sub-Total Unit 3A:</b>	<b>\$ 1,313,066.00</b>
<b>10% Contingency:</b>	<b>\$ 131,306.60</b>
<b>Total Unit 3A Site Improvements:</b>	<b>\$ 1,444,372.60</b>
<b>Unit 3A Site Grading:</b>	<b>\$ 266,000.00</b>
<b>Total Unit 3A Site Improvements and Site Grading:</b>	<b>\$ 1,710,372.60</b>



*[Handwritten Signature]*  
6/11/18

**FIRST AMENDMENT TO SUBDIVISION AGREEMENT  
MAYFIELD UNIT 3B**

This amendment is entered this 20th day of June, 2018, between the City of Imperial, a municipal corporation of the State of California (“City”) and Martin D. Coyne, LLC, a California limited liability company (“Subdivider”).

**Recitals**

WHEREAS, City and Martin D. Coyne, a California limited liability company (“Martin D. Coyne LLC”) entered into those certain Subdivision Agreements for Mayfield Unit 3B on or about October 4, 2017 (“Agreement”); and

WHEREAS, Martin D. Coyne, LLC has assigned all of its interest in and to the Agreement to Subdivider; and

WHEREAS, Paragraphs 3A and 3B of the Agreement calls for improvement security for the faithful performance and for labor and material associated with Subdivider’s performance of the improvements described in the Agreements, related conditions of approval and engineer’s estimates; and

WHEREAS, Paragraph 13 of the Agreement requires security for the proper installation of subdivision monumentation; and

WHEREAS, Martin D. Coyne provided security referred to above in the form of First Lien position on real property; and

WHEREAS, City agreed and accepted a first lien position on real property described herein; and

WHEREAS, in order to carry out the wishes of the Parties as described herein, the parties wish to amend the Agreements as set forth below.

NOW THEREFORE, it is agreed as follows:

1. The Recitals hereto are true and correct and are incorporated herein by this reference;
2. Paragraphs 2 and 3 of the Agreement is amended;
3. Paragraph 2 Improvements, delete “from the date hereof;
4. Paragraph 3 Improvement Security, letter A, add, “The warranty period begins to run only upon completion of all of the Work called for bity this agreement and acceptance of such Work as completed by the City” to the second paragraph;
5. Paragraph 3 Improvement Security, delete reference to surety since bonds are not involved;
6. Paragraph 3 Improvement Security, add letter C entitling it Reduction of Security;

7. Paragraph 3 Improvement Security, letter C Redaction of Security, add sentence to read, "Acceptance," as used in this subparagraph is solely for the purpose of considering whether security can be reduced."
8. Paragraph 3 Improvement Security, letter C Redaction of Security, add sentence to read, "Further, the market value of the First Lien position must be not less than 100% of the estimated cost (including payment of prevailing wage) associated with completion of the Work remaining to be completed."
9. Paragraph 3, letter C Redaction of Security, delete "In no event" to the fifth sentence, and so it shall read: "The performance security shall not be reduced to an amount less than then percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied."
10. Paragraph 3, The completion period for improvements required by the Agreements shall be 12 months from the date of execution hereof.
11. Paragraph 3, City agrees to subordinate its first position in the Property to a second position on portions of the Property in favor of a construction lender as Subdivider develops and constructs improvements required by the Agreements as depicted on the attached Exhibit A; provided that a fund control is in place to assure payment directly to contractors for installation of such improvements and provided further that City receive a personal guarantee from Martin D. Coyne for performance, labor and materials and monumentation related to the subordinated amounts.
12. Paragraph 3, letter A, revise estimated cost of the work to eight hundred, sixty nine thousand, seven hundred ninety eight dollars and twenty cents, \$869,798.20

Except as specifically set forth herein, all terms of the Agreements shall remain in full force and effect.

City of Imperial

Subdivider (Martin D. Coyne, LLC)

By \_\_\_\_\_

By \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Debra Jackson, City Clerk



## Grading and Improvements - Mayfield Ranch Unit 3B Construction Cost Estimate

### CONSTRUCTION COST ESTIMATE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT
<b>Spring Street</b>					
<b>Surface Improvements</b>					
1	813	TON	3" AC Paving (43,900 SF)	\$ 88.00	\$ 71,544
2	1,220	CY	Agg Base Class II (43,900 S.F.) - 9-Inch	\$ 35.00	\$ 42,700
3	43,900	SF	Subgrade Preparation	\$ 0.30	\$ 13,170
4	2,126	L.F.	6" Curb and Gutter	\$ 24.00	\$ 51,024
5	1	EA.	ADA Access Ramp	\$ 1,700.00	\$ 1,700
6	3,150	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 18,900
7	4	EA.	Street Lights Including Electrical Wiring	\$ 5,900.00	\$ 23,600
8	3,540	SF	Driveways (177 SF Each)	\$ 6.00	\$ 21,240
<b>Subtotal</b>					<b>\$ 243,878</b>
<b>Water Improvements</b>					
1	1,170	LF	8-Inch Water Pipeline and Appurtenances	\$ 50.00	\$ 58,500
2	20	EA.	Water Services Including Water Meter	\$ 2,300.00	\$ 46,000
3	4	EA.	Fire Hydrant (6")	\$ 5,200.00	\$ 20,800
<b>Sub-Total</b>					<b>\$ 125,300</b>
<b>Sewer Improvements</b>					
1	870	LF	8-inch Sewer line	\$ 58.00	\$ 50,460
2	200	LF	12-inch Sewer line	\$ 90.00	\$ 18,000
3	20	EA.	Sewer Laterals	\$ 1,400.00	\$ 28,000
4	5	EA.	Sewer Manholes	\$ 4,200.00	\$ 21,000
<b>Sub-Total</b>					<b>\$ 117,460</b>
<b>Storm Drain Improvements</b>					
1	510	LF	30-Inch Storm Drain Line	\$ 90.00	\$ 45,900
2	105	LF	18-Inch Storm Drain Line	\$ 55.00	\$ 5,775
3	4	EA.	Curb Inlets	\$ 4,800.00	\$ 19,200
4	1	EA.	Storm Drain Manhole/Structure	\$ 12,000.00	\$ 12,000
<b>Sub-Total</b>					<b>\$ 82,875</b>
<b>Total Spring St.:</b>					<b>\$ 569,513</b>



**4th Street**

**Surface Improvements**

1	245	TON	3.5" AC Paving (11,335 SF)	\$ 88.00	\$ 21,560
2	420	CY	Agg Base Class II (11,335 S.F.) - 12-Inch	\$ 35.00	\$ 14,700
3	11,335	SF	Subgrade Preparation	\$ 0.30	\$ 3,401
4	342	L.F.	6" Curb and Gutter	\$ 24.00	\$ 8,208
5	1	EA.	ADA Access Ramp	\$ 1,700.00	\$ 1,700
6	1,062	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$ 6.00	\$ 6,372
7	0	EA.	Street Lights Including Electrical Wiring	\$ 5,900.00	\$ -
8	708	SF	Driveways (177 SF Each)	\$ 6.00	\$ 4,248
				<b>Subtotal</b>	<b>\$ 60,189</b>

**Water Improvements**

1	220	LF	8-Inch Water Pipeline and Appurtenances	\$ 50.00	\$ 11,000
2	4	EA.	Water Services Including Water Meter	\$ 2,300.00	\$ 9,200
3	1	EA.	Fire Hydrant (6")	\$ 5,200.00	\$ 5,200
				<b>Sub-Total</b>	<b>\$ 25,400</b>

**Sewer Improvements**

1	220	LF	12-inch Sewer line	\$ 90.00	\$ 19,800
2	4	EA.	Sewer Laterals	\$ 1,400.00	\$ 5,600
3	1	EA.	Sewer Manholes	\$ 4,200.00	\$ 4,200
				<b>Sub-Total</b>	<b>\$ 29,600</b>

**Storm Drain Improvements**

1	220	LF	24-Inch Storm Drain Line	\$ 68.00	\$ 14,960
2	2	EA.	Curb Inlets	\$ 4,800.00	\$ 9,600
3	1	EA.	Storm Drain Manhole/Structure	\$ 5,100.00	\$ 5,100
				<b>Sub-Total</b>	<b>\$ 29,660</b>

**Total 4th Street: \$ 144,849**

**Unit 3B Estimated Construction Cost Summary:**

	<b>Total Spring St.:</b>	<b>\$ 569,513.00</b>
	<b>Total 4th Street:</b>	<b>\$ 144,849.00</b>
	<b>Sub-Total Unit 3B:</b>	<b>\$ 714,362.00</b>
	<b>10% Contingency:</b>	<b>\$ 71,436.20</b>
	<b>Total Unit 3B:</b>	<b>\$ 785,798.20</b>
	<b>Unit 3B Site Grading:</b>	<b>\$ 84,000.00</b>
	<b>Total Unit 3B Site Improvements and Site Grading:</b>	<b>\$ 869,798.20</b>

