



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR

KEN SCHULTZ

CHIEF  
ADMINISTRATIVE OFFICER

GENE ROMO

DEPUTY CAO  
PUBLIC SERVICES

FRANK MARTINEZ

DEPUTY CAO  
PLANNING/DEVELOPMENT

BILL MUELLER

April 22, 1987

Minato Inc., U.S.A.  
c/o Tierra West Development Mtg.  
4127 Carlisle NE  
Albuquerque, NM 87107

RE: PROJECT #3161 - MINATO SQUARE, USA

Dear Gentlemen:

Enclosed is an executed copy of the Agreement to Construct Subdivision Improvements, and Letter of Credit for the above noted project.

Sincerely,

Della Gallegos  
Administrative Assistant

Enclosures

cc: Fred Aguirre, Hydrology Department/PWD  
Project File #3161

DG/mr (2582E)

FILE COPY



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz  
Mayor

UTILITY DEVELOPMENT DIVISION  
HYDROLOGY SECTION  
(505) 768-2650

January 22, 1987

Ron Bohannon  
Tierra West Development  
4127 Carlisle Blvd., NE  
Albuquerque, New Mexico 87107

RE: REVISED CONCEPTUAL GRADING & DRAINAGE PLAN FOR MINATO SQUARE  
(F-21/D37N) RECEIVED JANUARY 20, 1987

Dear Ron:

I have reviewed the above referenced submittal and hereby give approval for purposes of getting Site Development Plan sign-off.

Prior to sign-off on building permit, a detailed drainage plan, per the DPM, will be required to be submitted and approved. Also, since there are two sidewalk culverts/drains involved, you will need to submit two copies in accordance with the new S.O. #19 process.

If I can be of further assistance, please advise.

Cordially,

*Billy C. Goolsby*  
Billy C. Goolsby, P.E.  
C.E./Hydrology Section

BJG/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

D.R.B. Case No. DRB 87-37  
 D.R.C. Project No. \_\_\_\_\_  
 Date Submitted Jan-14-87

## Figure 11

EXHIBIT "D"  
 to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.)  
 REQUIRED INFRASTRUCTURE LISTING  
 for Minato Square

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development within one year from finalized Subdivision Improvements Agreement.

- 1) Construction of an 8" water line from the existing 8" line at the Southwest corner of the site to the existing 8" stubout from the 24" concrete cylinder line at the Southwest corner of the site. **Past**
- 2) A Turnbay consisting of removing the existing median curb and installing one 84 foot reverse curve with 75 feet of tangent with median curb and gutter and arterial pavement 32 feet west of the intersection of Tara and Montgomery, NE.
- 3) A deceleration lane consisting of removing the existing curb and sidewalk and installing one 84 foot reverse curve with 95 feet of tangent and 30 feet of radius return and arterial pavement starting at the east property line to 18 feet east of the intersection of Tara and Montgomery, NE.

Prepared by: Ronald R. Bohannon

Print Name: Ronald R. Bohannon

Firm: Tierra West Development Management Services

Page 1 of 1

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Development Review Board Member Approvals

<u>Ronald R. Bohannon</u>	<u>Jon E. Eitzgaard</u>	<u>Janet Fairer</u>	1-20-87
Traffic	WUD	Parks & Rec	Date
<u>1-20-87</u>	<u>1/20/87</u>	<u>1-20-87</u>	
<u>Billy J. Gookin</u>	<u>R. Dman</u>		
City Engineer/AMAFCA	DRB Chairman		
<u>1/20/87</u>	<u>1-20-87</u>		
DATE	Date		

# DRAINAGE INFORMATION SHEET

PROJECT TITLE: Minato Square ZONE ATLAS/DRNG. FILE #: F-21-2  
 LEGAL DESCRIPTION: SE 1/4, SW 1/4, SE 1/4, SE 1/4 Sec. 33, T11N, R4E.  
 CITY ADDRESS: 10721 Montgomery, N.E.  
 ENGINEERING FIRM: Tierra West Development Management Services CONTACT: Ronald R Bohannon  
 ADDRESS: 4127 Carlisle Blvd. N.E. PHONE: 883-7592  
 OWNER: Minato, Inc. - U.S.A. CONTACT: Yasutaka Terada  
 ADDRESS: 10721 Montgomery, N.E. PHONE: 293-2929  
 ARCHITECT: Boehning Partnership CONTACT: David Cook  
 ADDRESS: 301 Gold Ave, S.W. Suite 204 PHONE: 242-4044  
 SURVEYOR: Lynn Surveying & Engineering CONTACT: Dennis Lynn  
 ADDRESS: 22 Chug hole Los Lunas, N.M. 87031 PHONE: 869-3548  
 CONTRACTOR: Klinger Constructors, Inc. CONTACT: Fred Malcolm  
 ADDRESS: 4200 Osuna, N.E. #102-116 PHONE: 345-7891

## PRE-DESIGN MEETING:

☒ YES  
☐ NO  
☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. \_\_\_\_\_  
 EPC NO. \_\_\_\_\_  
 PROJ. NO. \_\_\_\_\_

## TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT  
☐ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☒ ENGINEER'S CERTIFICATION

## CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ SITE DEVELOPMENT PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ BUILDING PERMIT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☒ CERTIFICATE OF OCCUPANCY APPROVAL  
☐ ROUGH GRADING PERMIT APPROVAL  
☐ GRADING/PAVING PERMIT APPROVAL  
☐ OTHER \_\_\_\_\_ (SPECIFY)

DATE SUBMITTED: 9-16-87  
 BY: \_\_\_\_\_



08740645

AGREEMENT TO CONSTRUCT  
SUBDIVISION IMPROVEMENTS  
PUBLIC & PRIVATE

(Procedure "B")

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THIS AGREEMENT made this 20<sup>th</sup> day of April, 1987, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Minato Inc., U. S. A. (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as Minato Square (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Minato Square describing the Subdivision; and

WHEREAS, the preliminary plat submitted by the Developer proposes both private and public infrastructure improvements within the subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance requires the Developer to install and construct certain public improvements at no cost to the City; and

WHEREAS, the City requires the execution of an Agreement to construct said public improvements, together with actual satisfactory construction or acceptable guarantees of construction as specified below, as a prerequisite to approval of a Final Plat of the Subdivision; and

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the City is willing to inspect or monitor the private inspection of the improvements during the course of their construction and accept said improvements upon their satisfactory completion, all as set forth and specified in Exhibit "B", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the Developer financially guarantees the satisfactory completion of the infrastructure construction required herein and the payment of all labor and material costs and charges, all as set forth and specified in Exhibit "C", which is attached hereto and incorporated herein as if fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the above, the City and the Developer hereby agree as follows:

1. The Developer shall, on or before the 21st day of February, 1988, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as fully set forth in this Agreement.

The time limitation stated above may be extended by the City Engineer for a period not to exceed twelve (12) months if the Developer shows adequate reasons for said extension.

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2. After execution of this Agreement, payment of all fees as specified in Exhibit "A" attached hereto, and, if applicable, delivery of the financial guarantee specified in Exhibit "C" attached hereto, the Developer shall be issued a Work Order by the City. The Developer shall advise the City Engineer in advance of the actual start of construction and arrange for all inspections required and specified in Exhibit "B" attached hereto. The Developer shall permit the City or other participating agencies to make such tests and inspections during the construction of the improvements and upon completion of the improvements as are necessary or desirable.

3. a) Prior to final acceptance of the completed Public Improvements by the City, the Developer shall furnish to the City Engineer all documentation of the completion of construction as set forth and specified in Exhibit "A" attached hereto.

b) Prior to release of financial assurance, the Developer shall either provide Certification by a New Mexico registered Professional Engineer that the required Private Improvements have been constructed in compliance with approved plans and specifications or the Developer shall make necessary arrangements for Certification by the City Engineer that the required improvements are satisfactorily completed.

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of

any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

5. The Developer shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) for accidents or occurrences which cause bodily injury, death or property damage to any member of the public resulting from any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The insurance policy must name the City of Albuquerque, its employees, and elected officials, as their interest may appear, as additional insureds. The Developer shall maintain such insurance until acceptance of the improvements by the City. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date hereof, materially changed, or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer. The Developer shall furnish the City Engineer a certificate of said insurance prior to issuance of a Work Order for construction of the improvements.

6. If at the time that construction of the Project is completed the City does not own the real property on or in which the improvements are constructed, the Developer shall convey such real property and property rights as the City deems necessary, together with all improvements, to the City free and clear of all claims, encumbrances and liens prior to final acceptance of the improvements by the City. Conveyance may be appropriate dedication on the final plat of the subdivision.

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective materials and workmanship for a period of three (3) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

10. The City shall make available at established reproduction costs for the use of the Developer or its agents all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Developer or its agents pursuant to this Agreement and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.

11. a) The City shall issue a Certificate of Completion and Acceptance for the Public Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

b) The City shall issue a Certificate of Completion for the Private Improvements upon final completion to the City's satisfaction of the Private Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

12. If the Developer has requested Final Plat approval by the City prior to the actual construction of the improvements, the City will approve the Final Plat for recordation upon execution of this Agreement, payment of all fees specified in Exhibit "A" attached hereto, delivery of the financial guarantee specified in Exhibit "C" attached hereto and full compliance with the City's Subdivision Ordinance.

13. This Agreement shall not be assigned except with the written consent of the parties hereto and the express written concurrence of any surety who has undertaken to guarantee the completion of the Improvements. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. In the event of the sale, conveyance, or assignment of the Subdivision or any portion thereof, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable guarantee and entered into a Subdivision Improvement Agreement with the City. At such time as acceptable security has been posted by the Developer's successor in interest and the Agreement executed, the City will release the guarantee.

15. Should there be a conflict between the terms and conditions of this Agreement (with Exhibits A, B, C, and D) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B, C, and D) shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEVELOPER

Signed

Yasutaka Terada

Name

President

Title

ATTEST:

N/A  
City Clerk

REVIEWED BY:

William L. Kearney  
Assistant City Attorney

Gene Romo  
City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

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Walter H. Nickerson, Jr.  
City Engineer,  
Utility Dev. Div., Engineering Group/PWD

Gene Romo  
Chief Administrative Officer

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 27th day  
of January, 1987, by Yasutaka Terada  
of Minato Inc., U. S. A.

Donna L. Behrman  
Notary Public

My Commission Expires:

March 26, 1988

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 20th day  
of April, 1987, by Gene Romo, Chief Administrative  
Officer of the City of Albuquerque.

Russella Phillips  
Notary Public

My Commission Expires:

March 17, 1990

Rev. 10/85

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

87 APR 21 PM 1:31

M5477A-299-315

GLADYS M. DAVIS  
CO. CLERK & RECORDER

Jrs - Jan DEPUTY

TO SUBDIVISION IMPROVEMENT AGREEMENT  
 EXECUTED BY AND BETWEEN Minato Inc., U.S.A. (DEVELOPER)  
 AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON  
 THE 20<sup>th</sup> DAY OF April, 1987.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 3161.

2. DESIGN AND CONSTRUCTION METHODS.

As soon as reasonably practical after approval of the Developer's Preliminary Plat of the Subdivision, the Developer shall submit to the City Engineer final construction plans, specifications, and cost estimates for the proposed public improvements. At this time, the Developer shall pay all fees required under Section 12.D of the City's Subdivision Ordinance and Paragraph 4 of this Exhibit.

The Developer has engaged Ronald R. Bohannon, P. E. 7868 as Engineer(s) for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

Design the improvements outlined in the approved infrastructure listing to  
the City of Albuquerque Specifications and will inspect all private  
construction improvements.



The Developer shall ensure that the Engineer(s) perform all of the above services in a satisfactory manner and submit to the City Engineer any reports required by the City Engineer.

The Developer has engaged ~~will inform the City in writing prior to issuance of the~~  
work order  
as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 3161), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

a. "As-built" drawings of reproducible quality, depicting all construction of the public improvements as actually accomplished in the field and certified by a New Mexico Registered Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the City Engineer's Standard Estimated Unit Prices.

This list shall be divided into the following categories as applicable:

- (1) Sanitary sewer items and quantities;
- (2) Water service items and quantities;
- (3) Street paving quantities;
- (4) Street curb and gutter quantities; and
- (5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been satisfactorily completed, the City Engineer shall approve the package and issue a Certificate of Completion and Acceptance. Any financial guarantee provided by the Developer in accordance with Section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between the Developer and the City shall be released no later than sixty (60) days after approval of the final acceptance package by the City Engineer.

#### 4. PAYMENT OF FEES.

Prior to issuance of a Work Order, the Developer shall pay to the City the following fees:

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>6% of all public improvements</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u>Excavation Ordinance Fee</u>	<u>As required per City approved</u>
<u> </u>	<u>engineer's estimate</u>
<u> </u>	<u> </u>
<u>Sidewalk Ordinance Fee</u>	<u>As required per City approved</u>
<u> </u>	<u>engineer's estimate</u>
<u> </u>	<u> </u>

Prior to final acceptance of the improvements by the City, the Developer shall pay any other City fees which may have been incurred during the course of construction.

EXHIBIT "B"  
TO SUBDIVISION IMPROVEMENT AGREEMENT  
EXECUTED BETWEEN Minato Inc., U.S.A. (DEVELOPER)  
AND THE CITY OF ALBUQUERQUE (CITY)  
ON THE 20<sup>th</sup> DAY OF April, 1987.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by Ronald R. Bohannon P.E. 7868 on private facilities and by the City of Albuquerque on public facilities both being New Mexico Registered Professional Engineers, in accordance with all applicable laws, ordinances and regulations. If said inspection is performed by an entity other than the City, the City may monitor said inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City as required for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the improvements if deemed necessary or advisable by the City Engineer. For any inspections performed by the City, the Developer shall pay to the City a reasonable fee therefor.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by Lynn Engineering & Surveying on private facilities and by the City of Albuquerque on public facilities in accordance with all applicable laws, ordinances and regulations. If said construction surveying is performed by an entity other than the City, the City may monitor said construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City as required for review. If any construction surveying is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

### 3. FIELD TESTING.

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Field testing of the subdivision improvement construction shall be performed by GEO TEST, INC. on private facilities and by the City of Albuquerque on public facilities, each being a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

### 4. RECORD TESTING.

Notwithstanding the provisions of Paragraph 3 above, the City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer at the expense of the Developer.

EXHIBIT "C"  
TO SUBDIVISION IMPROVEMENT AGREEMENT  
EXECUTED BETWEEN Minato Inc., U.S.A. (DEVELOPER)  
AND THE CITY OF ALBUQUERQUE (CITY) ON  
THE 20<sup>th</sup> DAY OF April, 1982.

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1. PLAT APPROVAL STATUS

The Developer has has not (circle one) requested final plat approval by the City prior to construction of the Subdivision Improvements described in Paragraph 1 of the Subdivision Improvement Agreement. If the Developer has not requested final plat approval prior to construction of the improvements, no financial guarantee is required by the City. However, the Developer understands and agrees that the City will not approve the Developer's proposed plat until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested final plat approval prior to the construction of the improvements, a financial guarantee in an amount of not less than 125 percent of the costs of completing the improvements (as estimated by the City Engineer) is required pursuant to the City's Subdivision Ordinance. Said financial guarantee must be irrevocable in form and may be effected by a bond, letter of credit, escrow deposit, or other acceptable pledge of liquid assets payable to the City in the event of Developer's default under the Subdivision Improvement Agreement.

2. FINANCIAL GUARANTEE.

With respect to the Subdivision Improvement Agreement to which this document is attached as an Exhibit, the Developer has acquired or is able to acquire the following described financial guarantee (describe fully, indicate amount, identification number, names of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City simultaneously with the City's execution of the Subdivision Improvement Agreement between Developer and the City; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

In the event the Developer shall fail or neglect to fulfill his obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Developer to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by the Developer described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

3. PROCEDURES FOR REDUCTION OF FINANCIAL GUARANTEE UPON PARTIAL COMPLETION OF IMPROVEMENTS.

The Developer may request a reduction in the amount of financial guarantee upon partial completion of the subdivision improvements. To qualify for a financial guarantee reduction, the completed improvements must be of a free-standing nature, functionally independent of any uncompleted

improvements, and completed in substantial compliance with the subdivision improvement construction plans as determined by an inspection conducted by the City.

If the completed improvements meet the above requirements, the City Engineer will then estimate the cost of completing the remaining improvements. The Developer may then submit the following documents to the City for review and approval:

a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;

b) A release of the original financial guarantee for execution by the City;

c) Documentation that the completed improvements and the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;

d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

Upon receipt of the above-described documents in forms acceptable to the City, the City shall issue a Certificate of Completion and Acceptance for the completed improvements and accepts the revised financial guarantee tendered by the Developer.



D.R.B. Case No. DRB 87-37  
 D.R.C. Project No. \_\_\_\_\_  
 Date Submitted Jan-14-87

## Figure 11

EXHIBIT "D"  
 to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.)  
 REQUIRED INFRASTRUCTURE LISTING  
 for Minato Square

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development within one year from finalized Subdivision Improvements Agreement.

- 1) Construction of an 8" water line from the existing 8" line at the Southwest corner of the site to the existing 8" stubout from the 24" concrete cylinder line at the Southwest ~~corner~~ <sup>East</sup> corner of the site.
- 2) A Turnbay consisting of removing the existing median curb and installing one 84 foot reverse curve with 75 feet of tangent with median curb and gutter and arterial pavement 32 feet west of the intersection of Tara and Montgomery, NE.
- 3) A deceleration lane consisting of removing the existing curb and sidewalk and installing one 84 foot reverse curve with 95 feet of tangent and 30 feet of radius return and arterial pavement starting at the east property line to 18 feet east of the intersection of Tara and Montgomery, NE.

Prepared by: Ronald R. Bohannon

Print Name: Ronald R. Bohannon

Firm: Tierra West Development Management Services

Page 1 of 1

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Development Review Board Member Approvals

Robert A. [Signature]  
 Traffic 1-20-87 Date

Jon E. [Signature]  
 WUD 1/20/87 Date

Janet [Signature] 1-20-87  
 Parks & Rec Date

Billy G. [Signature] 1/20/87  
 City Engineer/AMAFCA DATE

R. [Signature] 1-20-87  
 DRB Chairman Date



First Interstate Bank  
of Albuquerque  
Commercial Loan Group  
320 Gold Avenue, S.W.  
P.O. Box 1830  
Albuquerque, NM 87103  
505 766-6120

First Interstate Bank of Albuquerque

4-21-87

Jeffrey R. Williams  
Assistant Vice President

March 23, 1987

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 1468

AMOUNT: \$32,230.55

Mr. Gene Romo  
Chief Administrative Officer  
City of Albuquerque  
P. O. Box 1293  
Albuquerque, New Mexico 87103

Dear Mr. Romo:

At the request of MINATO, INC., a New Mexico Corporation, we establish our Irrevocable Letter of Credit in your favor for the account of MINATO, INC. (USA), to the extent of and not exceeding Thirty-two Thousand Two Hundred Thirty Dollars and Fifty-five Cents (\$32,230.55).

This Letter of Credit has been established to insure the completion of Minato Square Project, as provided by the Agreement between MINATO, INC. (USA), and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 477-A, at pages 299 to 315, of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A Draft or Drafts for any amount up to, but not in excess of, Thirty-two Thousand Two Hundred Thirty Dollars and Fifty-five Cents (\$32,230.55) is available at sight at First Interstate Bank of Albuquerque, Albuquerque, New Mexico, between March 23, 1987 and April 22, 1988.

When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

The City's notarized certification stating that "MINATO, INC. (USA), has failed to comply with the terms of the Agreement, and also certifying that the undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement, and also certifying that the amount of the Draft does not exceed 125% of the cost of completing the improvements specified in the Agreement."

We hereby agree with the drawer of Draft(s) drawn and under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee if negotiated between March 23, 1987 and April 22, 1988.

Irrevocable Letter of Credit and Agreement No. 1468  
March 23, 1987  
Page Two

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 1468 of First Interstate Bank of Albuquerque, Albuquerque, New Mexico, dated March 23, 1987"; the amount of such Draft(s) must be endorsed on the reverse side thereof, and this Letter of Credit must be attached to that Draft which exhausts this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

This credit terminates at 3:00 o'clock p.m., New Mexico time, April 22, 1988.

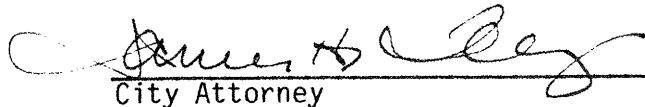
FIRST INTERSTATE BANK OF ALBUQUERQUE

  
Jeffrey R. Williams  
Assistant Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

  
Assistant City Attorney

  
City Attorney

FILE COPY



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz  
Mayor

UTILITY DEVELOPMENT DIVISION  
HYDROLOGY SECTION  
(505) 768-2650

September 9, 1987

Ron Bohannon  
Tierra West Development  
4127 Carlisle Boulevard, NE  
Albuquerque, New Mexico 87107

RE: CERTIFICATION FOR MINATO SQUARE  
(F-21/D37N) RECEIVED SEPTEMBER 3, 1987

Dear Mr. Bohannon:

Please review the attached Engineer's Certification Checklist as a guide for certifying the referenced project.

If you should have any questions regarding this procedure, please call me at 768-2650.

Cordially,

Carlos A. Montoya, P.E.  
City/County Floodplain Administrator

Enclosure

cc: Rick Duran

CAM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

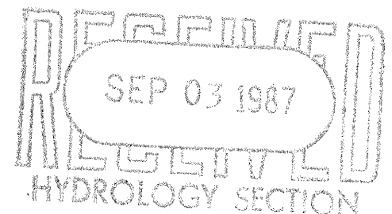
# DRAINAGE INFORMATION SHEET

PROJECT TITLE: Minato Square ZONE ATLAS/DRNG. FILE #: F-21  
 LEGAL DESCRIPTION: Lots A&B Montgomery Business Park  
 CITY ADDRESS: 10700 Montgomery N.E.  
 ENGINEERING FIRM: Tierra West Dev. Mgmt CONTACT: Ron Bohannon  
 ADDRESS: 4127 Carlisle N.E. PHONE: 883-7592  
 OWNER: Yasutaka Terada CONTACT: Terada  
 ADDRESS: 10700 Montgomery N.E. PHONE: 881-2222  
 ARCHITECT: Beehning Partnership CONTACT: Dave Cook  
 ADDRESS: 301 Gold S.W. PHONE: 881-4044  
 SURVEYOR: Lynn Engring CONTACT: \_\_\_\_\_  
 ADDRESS: 22 Chughole Ln. Las Lunas PHONE: 386-8606  
 CONTRACTOR: Klinger Constructors CONTACT: \_\_\_\_\_  
 ADDRESS: Jefferson N.E. PHONE: 275-2256

## PRE-DESIGN MEETING:

☐ YES  
☐ NO  
☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. \_\_\_\_\_  
 EPC NO. \_\_\_\_\_  
 PROJ. NO. \_\_\_\_\_



## TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT  
☐ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☒ ENGINEER'S CERTIFICATION

## CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ SITE DEVELOPMENT PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ BUILDING PERMIT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☒ CERTIFICATE OF OCCUPANCY APPROVAL  
☐ ROUGH GRADING PERMIT APPROVAL  
☐ GRADING/PAVING PERMIT APPROVAL  
☐ OTHER \_\_\_\_\_ (SPECIFY)

DATE SUBMITTED: Rennia Cunningham  
 BY: 9-3-'87

TW

**Tierra West Development  
Management Services**

(505) 883-7592

4127 Carlisle Blvd. NE

Albuquerque, New Mexico 87107

TO City of Albug. (Hydrology)

LETTER OF TRANSMITTAL

DATE	5-28-87	JOB NO.	860091
ATTENTION	Rodger Green		
RE:	Drainage at west P/L of Minato Square		

WE ARE SENDING YOU Attached ☒ Under separate cover via \_\_\_\_\_ the following items:

☒ Shop drawings

Prints

☐ Plans

☐ Samples

☐ Specifications

☐ Copy of letter

☐ Change order

☐ \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
2	5-11-87		Minato Square Wall & drainage details

THESE ARE TRANSMITTED as checked below:

☒ For approval

☐ Approved as submitted

☐ Resubmit \_\_\_\_\_ copies for approval

☐ For your use

☐ Approved as noted

☐ Submit \_\_\_\_\_ copies for distribution

☐ As requested

☐ Returned for corrections

☐ Return \_\_\_\_\_ corrected prints

☐ For review and comment

☐ \_\_\_\_\_

☐ FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_ ☐ PRINTS RETURNED AFTER LOAN TO US

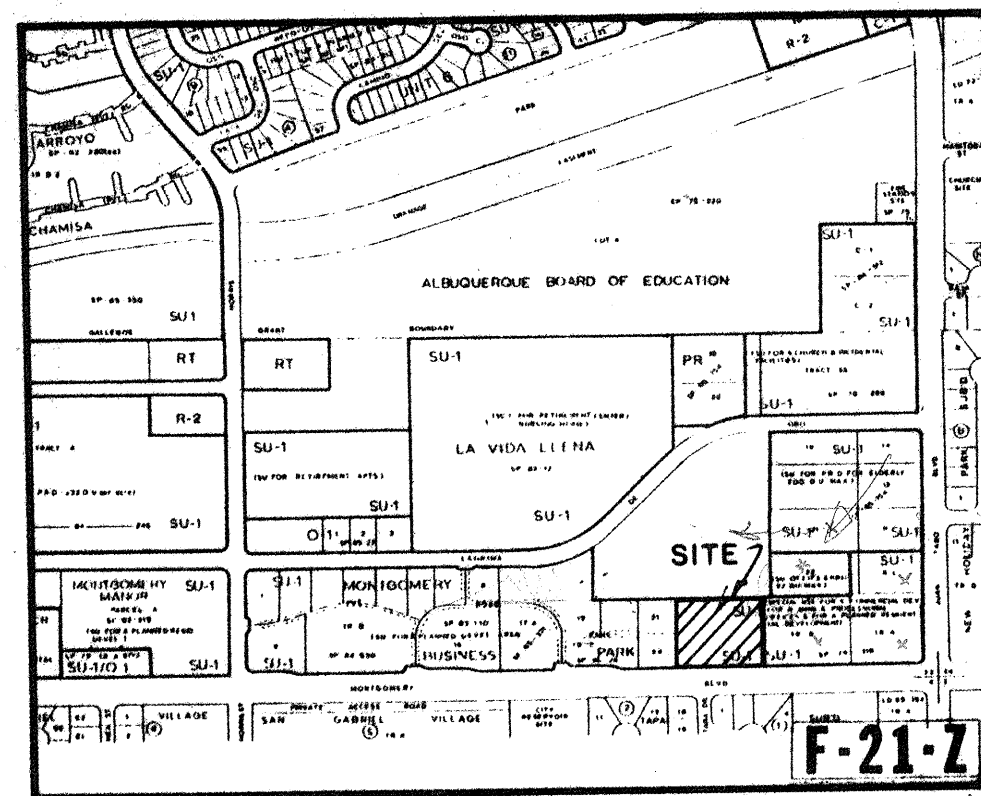
REMARKS Per our telephone discussion of 5-26-87 the  
4" P.V.C. drain line has been deleted and a 1' side-  
walk culvert & concrete surface drain has been  
added. Plans provided are for review and permitting  
purposes. A complete as-built site plan is forthcoming  
pending completion on site work.

COPY TO \_\_\_\_\_

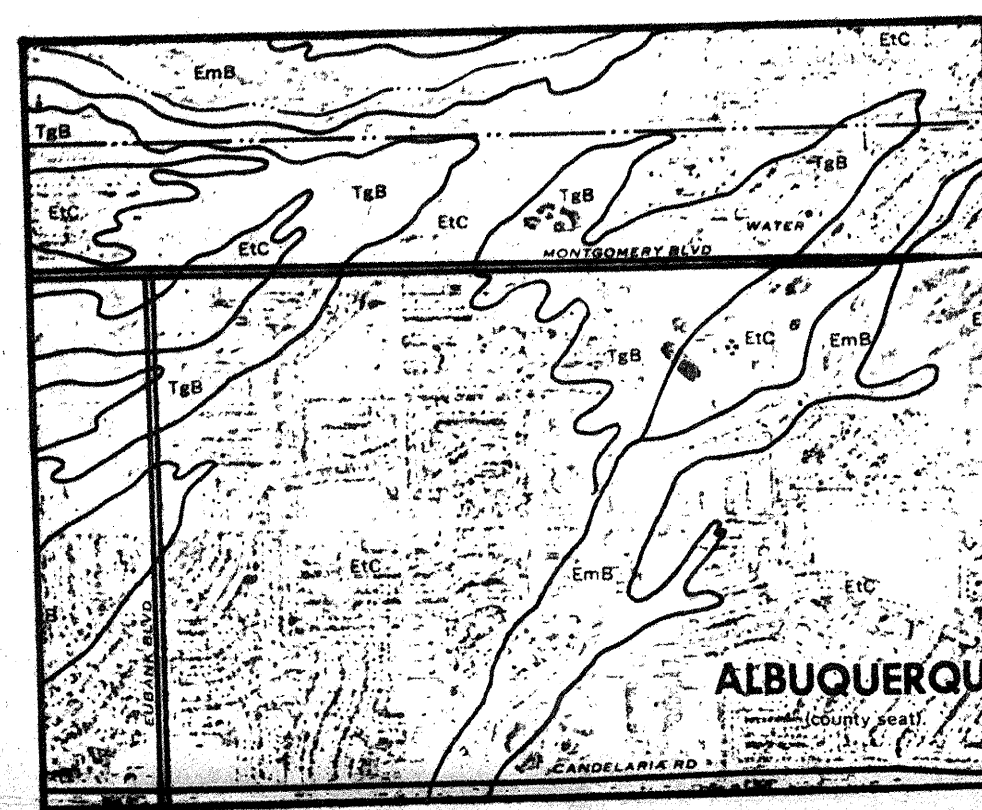
SIGNED: \_\_\_\_\_

*Dennis Cunningham*





VICINITY MAP



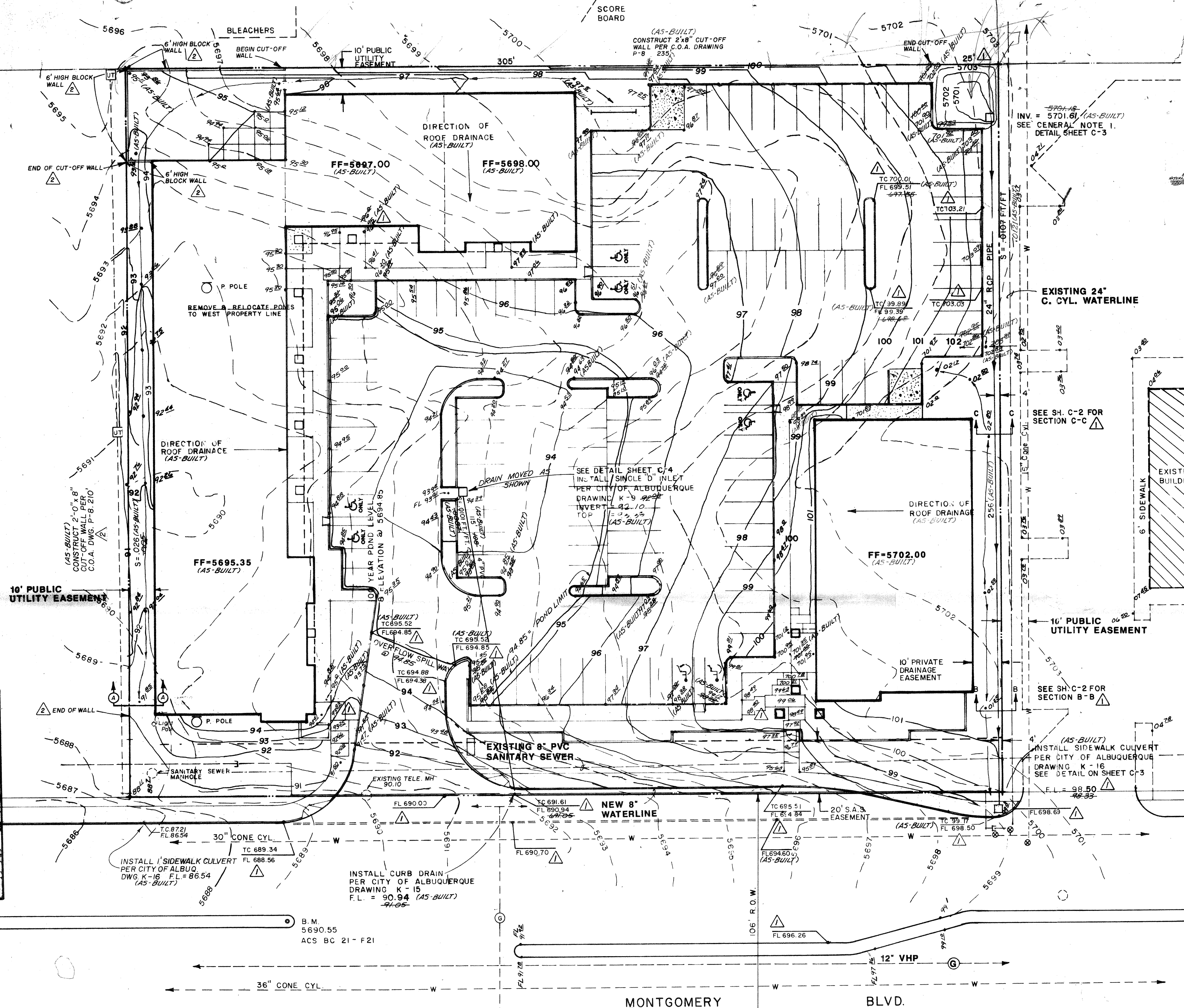
SOILS MAP



FLOOD HAZARD MAP

LEGEND

- 5690 EXISTING CONTOUR ELEVATIONS
- 77.42 PROPOSED SPOT ELEVATIONS
- FF = BUILDING PADS & FINISH FLOOR ELEVATION
- EXISTING BUILDING
- PROPERTY LINE
- 5701 PROPOSED CONTOUR ELEVATION
- WATER VALVE
- UNDERGROUND TELEPHONE
- GAS LINE
- WATER LINE
- SEWER MANHOLE



SOUTHWEST CORNER OF OFFICE BUILDING

SECTION A-A  
(NO SCALE)

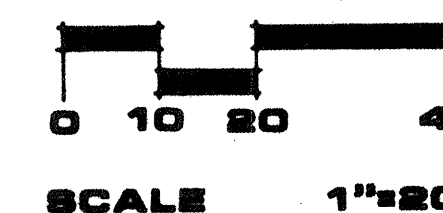
I, Ronald R. Bohannon, hereby certify the intent and design of this project is in compliance with the original plan and that this plan reflects same, as-built, to the best of my knowledge and belief.

Ronald R. Bohannon, P.E.  
#7368  
9-3-87

ASBUILT

NO.	DATE	REVISIONS	BY
1	3/19/87	AS NOTED	SC
2	6-18-87	CUT-OFF WALL ADDITION/BLOCK WALL DELETED	SC
3	6-30-87	AS-BUILT	HAM

DRAINAGE PLAN



**MINATO SQUARE**  
GRADING AND DRAINAGE PLAN

**THE BOEHNING PARTNERSHIP**  
ARCHITECTS & PLANNERS

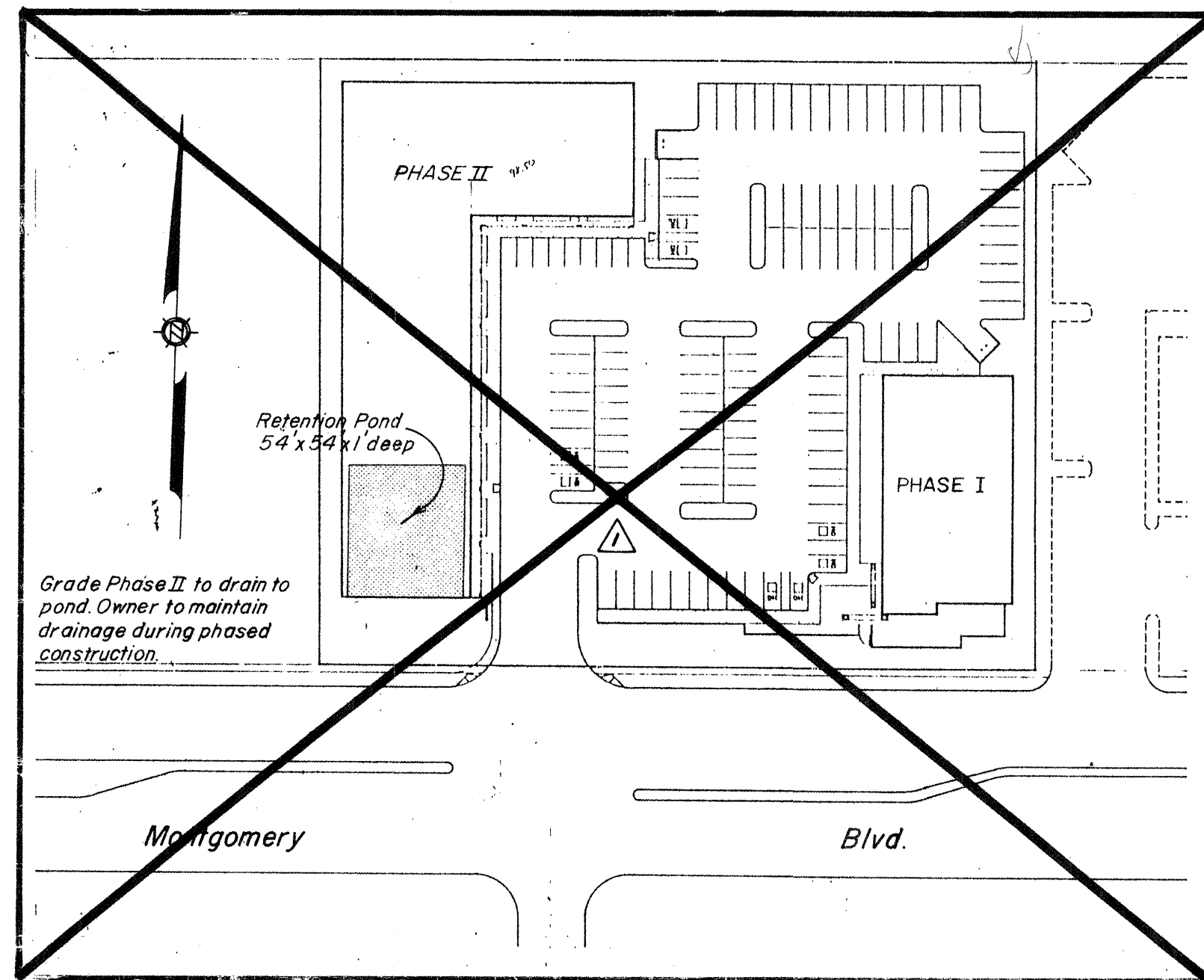
DATE 9 MARCH 87

SHEET #

C-1

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
CITY ENGR.					
A.C.E. DESIGN					
A.C.E. HYD.					
A.M.A.F.C.A.					
DRAWING NO.	MAP NO.		SHEET		OF





**PHASES CONSTRUCTION & EROSION CONTROL PLAN**

#### Upland Flow

Flow Rate from the Bohannon-Huston, Inc. report is 16.4 cfs and using a slope of .0115 ft per foot, the required diameter to pass the flow is 24 inches.  
 $d = \frac{(2.157 Q_n)^{1/3}}{(.0115)^{1/2}}$   
 $n = 0.013$   
 $d = 20.72 \text{ inches}$   
 Use 24 inch diameter pipe

#### Rational Formula

Discharge =  $Q = CIA$   
 $R(6) = 2.4 \text{ inches (dpm Plate 22.2D-1)}$   
 $A = 2.10 \text{ Acres } 91,46 \text{ SF}$   
 $I = R(6) (6.84) T_c^{-.51} = (0.51) * 4.65 \text{ inches/hr}$   
 $T_c = 10 \text{ minutes (minimum)}$   
 $C = \text{Varies}$

#### Existing Drainage Conditions

Total Area = 2.10 Ac  
 $A(IMP) = \text{Impervious Area} = 0\%$   
 $C = 0.40$   
 $Q(100) = (0.40)(4.65)(2.10) = 3.91 \text{ cfs}$   
 $V(100) = (0.40)(1.4)(0.0833)(91,476) = 4267.17 \text{ cfs}$   
 (Plates 22.2 C-2 through C-4)

#### Developed Drainage Conditions

Total Area = 91,476 SF  
 Weighted C Factor  
 Roofs 25,200 x 0.90 = 22,680  
 Drives & Walks 45,300 x 0.95 = 43,035  
 Landscape 20,976 x 0.25 = 5,244  
 Total 91,476 70,959  
 $C = 70,959/91,476 = 0.78$   
 $Q(100) = (0.78)(4.65)(2.10) = 7.57$   
 $V(100) = \text{Curve Number (Plate 22.2 C-2)} = 92$   
 Composite Runoff Curve Number Plate 22.2 C-3 = 95  
 Direct Runoff = 1.9 inches

$V(100) = (0.78)(1.9)(0.0833)(91,476) = 11,293 \text{ cf}$   
 Note: 10year frequency is equal to .657 of 100 year rainfall depth.

#### Pond Volume Provided

The parking lot has been graded to hold 14,580 cf of surface storage. An emergency overflow has been designed at the entrance to pass any flows should the pipe become blocked or a larger storm occur than the design storm.

#### Site Location

The site is located on zone atlas sheet F-21 in the Northeast Heights of Albuquerque, New Mexico. The site lies within the approved drainage report entitled "DRAINAGE REPORT FOR MONTGOMERY BUSINESS PARK, NOVEMBER, 1982" prepared Bohannon-Huston, Inc. The site is designated Block G and is part of the drainage basin of the Montgomery Business Park.

#### Ground Cover

The soils on the site consist of the Embudo-Tijeras complex (ETC) and Tijeras gravelly fine sandy loam (TgB). The locations of each soil type are indicated on the soils map of the Soil Survey of Bernalillo County and Parts of Sandoval and Valencia Counties, New Mexico, prepared by the Soil Conservation Service. Both soil types are classified as Hydrologic Soil Group "B".

#### Flood Hazard Conditions

The site is located on panel 18 of 50 of the Flood Insurance Rate Maps prepared by FEMA. The site lies outside any 100 year flood boundary as shown on this sheet.

#### Existing Conditions

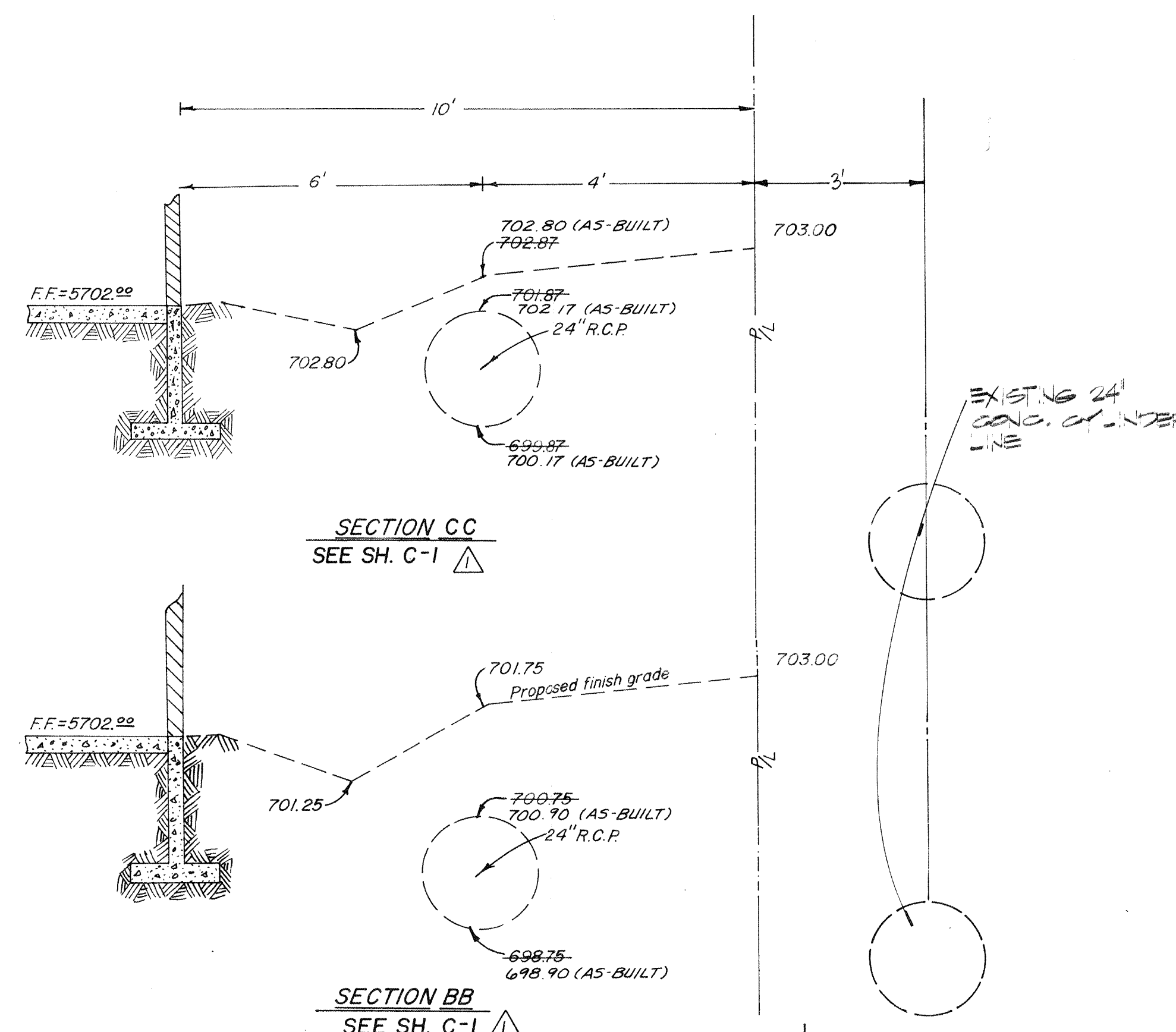
As identified in the Bohannon-Huston, Inc. report, the Albuquerque Master Drainage Study does not indicated flooding in Montgomery Boulevard adjacent to the site; however, it does indicate flooding in Montgomery further downstream on Montgomery Boulevard. Due to the downstream constraint, the developed flows will be ponded on site and released at a controlled rate in accordance with adopted City policies and the approved drainage report. Currently, 16.4 cfs enters the northeast corner of the site and traverses through the site to a depression located adjacent the site and then continues flowing south onto Montgomery Boulevard. The runoff from Haun Park flows along the park's south boundary to a drainage easement which conveys these waters to Montgomery Boulevard. The flows from the adjacent Hahn Park do not impact the proposed project.

#### Proposed Conditions

The site is being graded to surface drain towards the center of the parking lot to a central ponding area contained within the parking lot. The pond will drain to a catch basin which will control the discharge rate to 0.5 cfs from the site, via a four inch pipe, to Montgomery Boulevard. A portion of the landscaped area will surface flow directly to Montgomery Boulevard and is negligible. Reducing the discharge to this rate will improve the downstream conditions and provide complete discharge of the developed storm waters within 24 hours. The resulting retention ponding will be located totally within the parking surface of the project and will ensure complete drainage.

#### General Notes

- Catch Basin will be designed in accordance with City of Albuquerque Standard Drawing K-6 using the single grate section.
- The controlled rate discharge line will run to Montgomery Boulevard and discharge through the face of curb in accordance with City of Albuquerque Standard Drawing K-15. Property owner is responsible for mantaning the line to keep the line free of debris.
- The City sidewalk culvert will be installed in accordance with the City of Albuquerque Standard Drawing K-16. The expansion box will be constructed to the specifications on the detail shown. Maintenance of the pipe will be the responsibility of the owner.
- All construction and site preparation will be in accordance with American Public Works Association Standard Specifications using the latest published edition.



NO.	DATE	REVISIONS	BY
1	3-19-87	AS NOTED	SC.
2	6-30-87	AS-BUILT	SC.

**THE BOEHNING PARTNERSHIP**  
 ARCHITECTS & PLANNERS

**MINATO SQUARE**

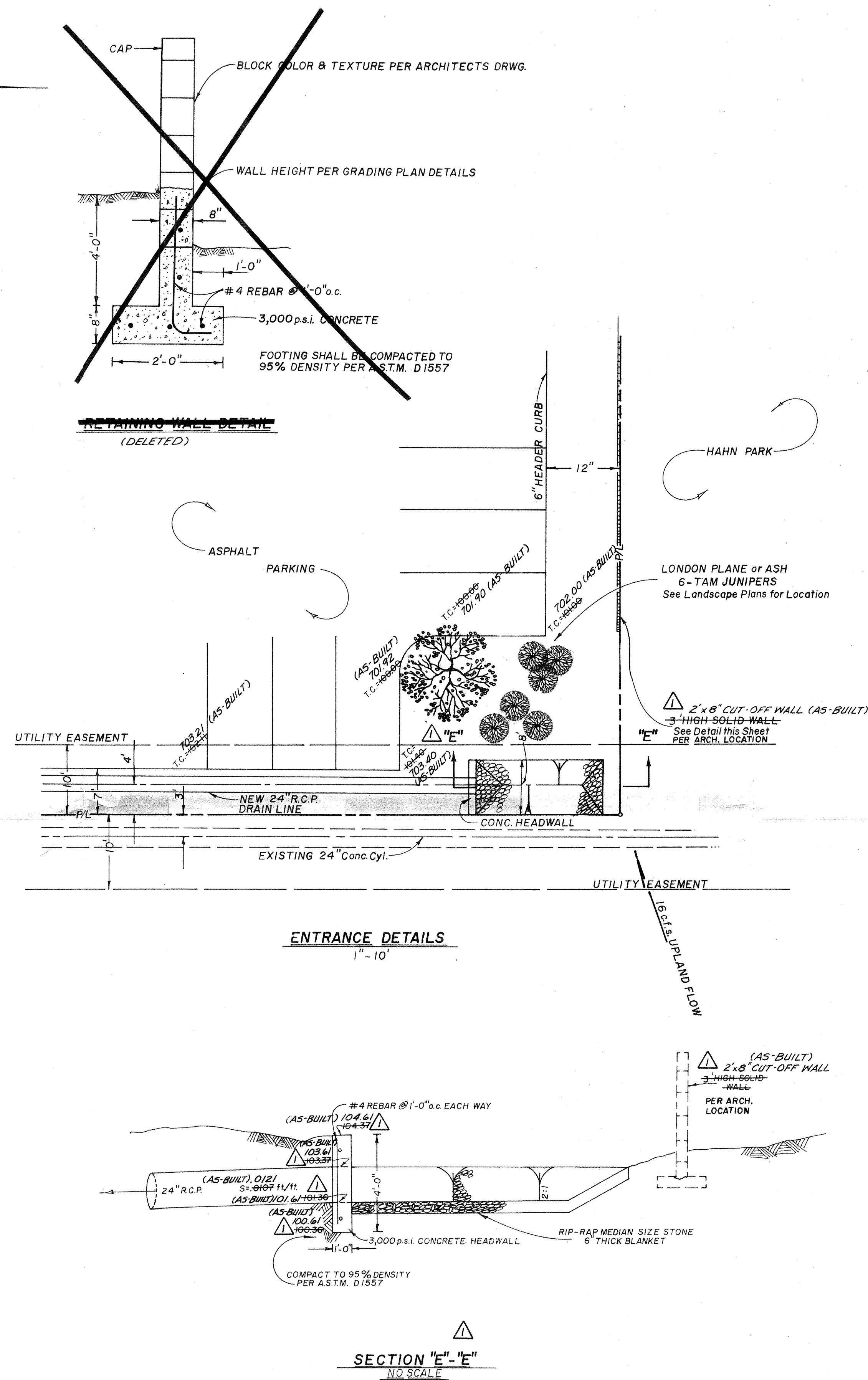
**Tierra West Development Management Services**  
 4127 Carlisle Blvd. NE  
 Albuquerque, New Mexico 87103  
 (505) 883-7592

RECEIVED  
 SEP 17 1987  
 HYDROLOGY SECTION

DATE  
 9 MARCH 87  
 SHEET  
**C-2**

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
CITY ENGR.					
A.C.E. DESIGN					
A.C.E. HYD.					
A.M.A.F.C.A.					
DRAWING NO.	MAP NO.		SHEET		OF





<div><div></div><div></div></div>		<div>3-19-87</div> <div>4-30-87</div>	<div>AS NOTED</div> <div>AS-BUILT</div>	<div>SC</div> <div>SC</div>	<div>ENGINEER'S SEAL</div> <div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div></div>		<div>SURVEY INFORMATION</div> <div>FIELD NOTES</div>		<div>BENCH MARKS</div>		<div>AS BUILT INFORMATION</div>	
							<div>NO.</div> <div>BY</div> <div>DATE</div>				<div>CONTRACTOR</div>	
											<div>WORK STARTED BY</div> <div>DATE</div>	
											<div>INSPECTORS APPROVED BY</div> <div>DATE</div>	
											<div>FIELD CHANGE BY</div> <div>DATE</div>	
											<div>VERIFICATION BY</div> <div>DATE</div>	
											<div>CORRECTED BY</div> <div>DATE</div>	
											<div>MICRO-FILM INFORMATION</div>	
											<div>RECORDED BY</div> <div>DATE</div>	
											<div>NO.</div>	

REVISIONS

DESIGN

DESIGNED BY

DRAWN BY

CHECKED BY

R.B.B.

C.Ham

R.R.B.

DATE

DATE

DATE

1-87

2-87

2-87

<p align="center"><b>CITY OF ALBUQUERQUE</b>  <b>MUNICIPAL DEVELOPMENT DEPARTMENT</b>  <b>ENGINEERING DIVISION</b></p>					
<p><b>TITLE:     UPLAND &amp; PARKING LOT DRAIN DETAILS</b></p> <p align="center"><b>MINATO SQUARE</b></p>					
<b>APPROVALS</b>	<b>ENGINEER</b>	<b>DATE</b>	<b>APPROVALS</b>	<b>ENGINEER</b>	<b>DATE</b>
City Engineer			Liquid Waste		
A.C.E. - Design			Traffic		
A.C.E. - Hydrology			Water		
<b>DRAWING NO.</b>		<b>MAP NO.</b> <b>F-21</b>	<b>SHEET            OF</b> <b>C-3                4</b>		



PROFILE	SURVEYED _____	BY _____	DATE _____
NOTE BOOK	GRADES CHECKED _____		
	S. M. 'S NOTED _____		

