HYDROLOGY F17/D60 2 PLANS

F17/D60

2 Plans

F17/D60 #3352

(Procedure "B")

87104870

AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS

RECEIVED OCT 12 1987 HYDROLOGY SECTION

·006 88

THIS AGREEMENT made this 5th day of October, 1987, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Sol-Gam Partners (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 Tract A-1 Sanbusco Addition (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Tracts A-1A & A-1B Sanbusco Addition describing 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 30 day of August, 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.

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. Prior to final acceptance of the completed 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.

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) combined single limit 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 cerificate 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. The City shall issue a Certificate of Completion and Acceptance for the 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. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" 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.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1987 OCT -8 PM 2:13

Mis 5448 88-104

GLADYS M. LEWIS
COUNTY CLERK

DEVELOPER

Signed

Name Roy H. Solomon

Title GENERAL PARTNER

CITY OF ALBUQUERQUE, NEW MEXICO

Walter H. Nickerson, Jr., City Engineer,
Development Division, Engineering Group/PWD

Gene Romo
Chief Administrative Officer

ATTEST:

City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 23rd day of September, 1987, by Roy H. Solomon of Jet-Sam Partners.

Notary Public

OFFICIAL SEAL
CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 5/6/89

My Commission Expires:
5/6/89

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

The foregoing instrument was acknowledged before me this 5th day of October, 1987, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Priscilla Phillips
Notary Public

My Commission Expires:
3-17-90

Rev. 10/85

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN Sid Gum Partners (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 5th DAY OF October, 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. 3352.

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 Hall Engineering Co. inc 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:

Preparation of construction Documents & Drawings Estimates
inspection as needed
subdivision plat

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 notify the city in writing prior to issuance of 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. 3352), 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:

Type of Fee	* Amount
Engineering Fee	
Excavation Ordinance Fee	As required per City approved engineer's estimate
Sidewalk Ordinance Fee	As required per City approved engineer's estimate

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.

* will notify city in writing prior to issuance of work order.

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Sol-Gam Partners (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 5th DAY OF October, 1987.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by *_____, a New Mexico Registered Professional Engineer, 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 *_____ 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.

* will notify city in writing prior to issuance of work order

3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by *_____, 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.

~~shall~~ will notify city in writing prior to issuance of work order.

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Sol-Gum Partners (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 5th DAY OF October, 1987.

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):

letter of credit dated Sept. 22. 1987
Issued by United New Mexico Bank in Alby.
in the Amount of 14,271.62 Inclusive dates sept. 22, 1987
Thru oct. 30 1988

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 87-399
D.R.C. Project No. _____
Date Submitted 07-21-87

Figure 4

CC 104

EXHIBIT "D"
to Subdivision Improvements Agreement
DEVELOPMENT REVIEW BOARD (DRB)
REQUIRED INFRASTRUCTURE LISTING
for OFFICE BLDG. SANBUSCO ADDITION

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

Size	*Type Improvement	Location	From	To
8"	SEWER LINE	WEST SIDE SAN MATEO	McLEOD RD. N.	395 FEET
6'x6' PCC	SIDEWALKS	WHERE REMOVAL + REPLACEMENT NECESSARY		
6" PCC	DRIVEPADS	W. SIDE SAN MATEO, McLEOD N. 353'		

This instructional Information may be deleted from official listings

* Types may include Arterial Paving, Residential Paving, Water Line, Sanitary Sewer, Storm Sewer, Drainage Channel, Sidewalks, and Retaining Walls. Any non-standard design or waivers must be clearly described in this listing.

If phased Platting is anticipated, a listing should be prepared for each proposed phase.

Use additional sheets as necessary to complete the listing. The final page must be signed by the preparer and provide signature spaces for DRB members, as illustrated below.

Prepared by: _____
Print Name E W. KIESS
Firm HALL ENGINEERING CO. INC.

Page 1 of 1

Development Review Board Member Approvals

Traffic — Date 07/28/87
NRD — Date 7-28-87
Parks & Recreation — Date 7-28-87
City Engineer/AMAFCA — date
DRB Chairman — Date 7-28-87

Rev. 10/85 (ID3934D)

FILED WITH CITY CLERK'S OFFICE
10/8/87

UNITED NEW MEXICO

United New Mexico Bank at Albuquerque
Post Office Box 1081
Albuquerque, New Mexico 87103-1081
Telephone 505 765-5000

September 22, 1987

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NUMBER 1931

AMOUNT: $14,271.62

Chief Administrative Officer
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

Dear Ladies and Gentlemen:

At the request of Loris L. Gamlen (A Sol-Gam Partner), a Partnership, we establish our Irrevocable Letter of Credit in your favor for the account of Sol-Gam Partners, to the extent of and not exceeding Fourteen Thousand Two Hundred Seventy One and 62/100 Dollars ($14,271.62).

This Letter of Credit has been established to insure the completion of Infrastructure improvements, as provided by the Agreement between Sol-Gam Partners, and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 544A, at pages 88 to 104, 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 Fourteen Thousand Two Hundred Seventy One and 62/100 Dollars ($14,271.62) is/are available at sight at United New Mexico Bank at Albuquerque, Albuquerque, New Mexico, between September 22, 1987 and October 30, 1988.

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

> The City's notarized certification stating that Sol-Gam Partners, 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 September 22, 1987 and October 30, 1988.

25

UNITED NEW MEXICO

United New Mexico Bank at Albuquerque
Post Office Box 1081
Albuquerque, New Mexico 87103-1081
Telephone 505 765-5000

September 22, 1987
Chief Administrative Officer
City of Albuquerque
Page Two

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement Number 1931 of United New Mexico Bank at Albuquerque, Albuquerque, New Mexico dated September 22, 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 Number 400.

This credit terminates at 12:00 o'clock p.m., New Mexico time, October 30, 1988.

United New Mexico Bank at Albuquerque

Bruce R. Beebe, Vice President

APPROVED AS TO FORM:

City of Albuquerque

Assistant City Attorney

City Attorney 9/30

25

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

October 7, 1987

Mr. E.W. Kiess
Hall Engineering
6840 Second Street, NW Suite 306
Albuquerque, New Mexico 87107

RE: GRADING & DRAINAGE PLAN FOR SOLOMON OFFICE BUILDING, SUBMITTED SEPTEMBER 25, 1987 FOR BUILDING PERMIT APPROVAL (F-17/D60)

Dear Mr. Kiess:

Your submittal, referred to above, with an engineer's stamp dated September 25, 1987, is approved for building permit sign-off by Hydrology. This approved drawing must be included with the construction sets routed for permit sign-off.

This drawing is also approved for construction of the private storm drain facilities within the public right-of-way. The contractor is required to obtain a separate excavation/construction permit for these improvements.

Prior to approval of the Certificate of Occupancy by the Hydrology Section, the roof drain through-the-curb drainage system, standard 2235, will require city inspection and field sign-off.

If you have any questions, call me at 768-2650.

Cordialy,

Stuart Reeder

G. Stuart Reeder, P.E.
C.E./Hydrology Section

GSR/bsj

xc: Owner
Architect
Becky Sandoval, Permits

FILE COPY

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT

ENGINEERING GROUP

INTER-OFFICE CORRESPONDENCE October 7, 1987

TO: Tom Aragon, Transportation System Division

FROM: Fred J. Aguirre, Hydrologist; Engineering Group/PWD

SUBJECT: PRIVATE DRAINAGE FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY/EASEMENT
SOLOMON OFFICE BUILDING - 5111 SAN MATEO BOULEVARD, NE (F-17/D60)

Transmitted herewith, is a copy of the approved drainage plan for the referenced project incorporating the S.O. #19 design.

In accordance with the new process, this plan is being submitted to you for permitting and inspection. Please provide this section with a signed-off copy per the signature block upon construction and acceptance by your office.

As you are aware, the signed-off S.O. #19 is required by this office for Certificate of Occupancy release; hence your expeditious processing of this plan would be greatly appreciated and would avoid any unnecessary delay in the release of the Certificate of Occupancy.

Thank you for your cooperation, and if you should have any questions and/or comments regarding the process, please feel free to call me at 768-2650.

FJA/bsj

Attachment

DRAINAGE INFORMATION SHEET

PROJECT TITLE: SOLOMON OFFICE BLDG ZONE ATLAS/DRNG. FILE #: F-17/D60

LEGAL DESCRIPTION: TRACT A-1B SANBUSCO ADDITION

CITY ADDRESS: 5111 SAN MATEO BOULEVARD NE

ENGINEERING FIRM: HALL ENGINEERING CONTACT: E.W. KIESS

ADDRESS: 6840 2ND ST. NW #306 PHONE: 345-1064

OWNER: SOL-GAM PARTNERSHIP CONTACT: ROY SOLOMON

ADDRESS: 5555 MONTGOMERY BLVD NE PHONE: 883-1591

ARCHITECT: DESIGN COLLABORATIVE SW CONTACT: JOE JENKINS

ADDRESS: 105 4TH ST. SW PHONE: 843-9639

SURVEYOR: HALL ENG. CONTACT: ____

ADDRESS: ____ PHONE: ____

CONTRACTOR: — CONTACT: ____

ADDRESS: ____ PHONE: ____

RECEIVED SEP 25 1987 HYDROLOGY SECTION

PRE-DESIGN MEETING:

X YES

___ NO

X COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 87-399

EPC NO. ____

PROJ. NO. ____

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

X 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

X BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER ____ (SPECIFY)

DATE SUBMITTED: 9-25-87

BY: [signature]

THIS MICROIMAGE IS THE BEST POSSIBLE REPRODUCTION DUE TO THE POOR QUALITY OF THE ORIGINAL DOCUMENT

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: F-17 DATE: 5/13 '00

PLANNING DIVISION NOS: EPC: _____ DRB: _____

SUBJECT: OFFICE BUILDING

STREET ADDRESS (IF KNOWN): SAN MATEO N of MOGEAD

SUBDIVISION NAME: San Busco Addn Lot A-21B

APPROVAL REQUESTED:

____	PRELIMINARY PLAT	____	FINAL PLAT
____	SITE DEVELOPMENT PLAN	X	BUILDING PERMIT
____	OTHER	____	ROUGH GRADING

ATTENDANCE:	WHO	REPRESENTING
	~~Ricardo Hent~~ Ed Gross	~~Hydrology Section~~ Hall engineering
	Roger Green	

FINDINGS:

(1) An approved Drainage & Grading Plan is required prior to Hydrology signoff on Building Permit.

(2) RECOMMEND THAT STORM DRAINAGE BE DRAINED TO THE EXISTING STORM DRAIN IN SAN MATEO. TIE INTO EXISTING CATCH BASIN REQUIRES S.C.H.D. PERMIT. TIE INTO MANHOLE ON MAIN LINE REQUIRES WORK ORDER PROCESS.

(3) IF DRAINAGE WILL NOT GO TO SAN MATEO SINCE AREA IS ALREADY 100% IMPERVIOUS (PAVING) THEN IF DISCHARGE RATES AND LOCATIONS ARE NOT CHANGED THEN PONDING IS NOT REQUIRED.

(4) IF project site is to be replatted into separate properties then appropriate drainage easements will be required on affected properties.

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED:	Roger L. Green	SIGNED:	[illegible]
TITLE:	Civil Engineer	TITLE:	Designer
DATE:	5-13-97	DATE:	5/13/00

NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL