



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 28, 1985

Mr. C.A. Coonce
C.A. Coonce & Associates, Inc.
12324 Pineridge NE
Albuquerque, NM 87112

REF: DRAINAGE AND GRADING PLAN OF ACADEMY SQUARE BUSINESS PARK (F21-D10A)
FOR SITE DEVELOPMENT PLAN AND BUILDING PERMIT APPROVAL, ENGINEERING
DRAWINGS RECEIVED 10/25/85

Dear Mr. Coonce:

The above referenced submittal is approved for Site Development Plan and Building Permit approval.

Any required permits for construction within public Right-of-Way (S.O. #19) must be included, along with this drainage plan, in the construction drawings before Hydrology sign-off. Since DRB has not approved the Site Development Plan, any revisions required by DRB affecting the Drainage Plan must be submitted to this office for approval.

If you have any questions, call me at 766-7644.

Sincerely,

Roger A. Green, PE
CE/Design Hydrology

RAG:mrk

cc: Mak Construction Co, 9820 Lorelei Lane NE, 87111

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

February 6, 1987

Joe Jones
Denney-Tibljias-McLean & Associates
2400 Comanche Road, NE
Albuquerque, New Mexico 87107

RE: DRAINAGE PLAN FOR VENTURA PARK (F-21/D10A)
RECEIVED JANUARY 22, 1987

Dear Mr. Jones:

The above referenced plan dated January 22, 1987, is approved for Preliminary Plat. Please be advised that an approved infrastructure list is required prior to Preliminary Plat and an executed Subdivision Improvements Agreement is required prior to Final Plat. The plat needs to indicate private drainage easements for ponds and maintenance responsibilities.

Prior to submittal for work order, please address how the rear yards will drain or dimension size of ponds.

The five model home lots adjoining Overlook Road can be released for Building Permit.

If you should have any questions regarding this project, call me at 769-2650.

Cordially,

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

CAM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

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Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

April 1, 1987

Joe Jones
Denney-Tibljias-McLean & Associates
2400 Comanche Road, NE
Albuquerque, New Mexico 87107

RE: DRAINAGE PLAN FOR VENTURA PARK
(F-21/D10A) RECEIVED MARCH 9, 1987

Dear Mr. Jones:

The above referenced plan, dated March 5, 1987, is approved for final plat.

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

Cordially,

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

CAM/bsj

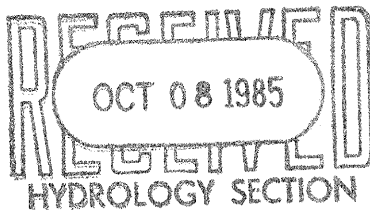
PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

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AN EQUAL OPPORTUNITY EMPLOYER



October 4, 1985

DISCUSSION

This proposed "Academy Square Business Park" is a condominium office complex located on Tract D-2 of Academy Square Subdivision, filed June 17, 1980, Vol. C-16, Folio 192. This tract is located on the north side of Spain Road, N.E. and on the west side of Overlook Drive, N.E. It is the second lot east of the intersection of Juan Tabo Blvd., N.E. and Spain Road, N.E.

Drainage Report F21D43 allocated 1.2 cfs per acre as the allowable runoff for this area. The drainage method used is to retain the max. q over 1.2 cfs per acre, and release the impounded waters at a rate not to exceed 1.2 cfs per acre.

METHOD

Total area = $103,731 \text{ ft}^2 = 2.3813 \text{ Ac.}$
 Landscaped area = $25,600 \text{ ft}^2 = 0.5877 \text{ Ac. @ } C = 0.20$
 Impervious area = $78,131 \text{ ft}^2 = 1.7936 \text{ Ac. @ } C = 0.95$ depression ponding and infiltration
 Composite $C = [(0.5877)(0.20) + (1.7936)(0.95)] / 2.3813 = 0.76$
 From plate 22.2 D-1, 100 year $I / 6$ rainfall = 2.55 inches
 The time of concentration computes as less than 10 minutes; therefore, 10 minutes is assumed, i.e. $t = 10 \text{ min.}$

From plate 22.2 D-2, $t = 10 \text{ min.}; I / 6 \text{ hr } V \text{ in} / \text{hr} = 2.15$

Max $Q; I = (2.15)(2.55) = 5.48 \text{ in} / \text{hr.}$
 $Q = CIA = (0.76)(5.48)(2.3813) = 9.92 \text{ cfs} = Q \text{ or } Q \text{ in.}$

$Q_{\text{max}} = (1.2)(2.3813) = 2.86 \text{ cfs}; @ 1.2 \text{ cfs} / \text{Ac.} = Q_{\text{out}}$
 $Q_{\text{out}} / Q_{\text{in}} = 2.86 / 9.92 = 0.288$

From Table A of USDA-SCS EFM Notice - 8, 6/79 for $Q_{\text{out}} / Q_{\text{in}} = 0.288$, $V_s / V_r = 0.425$, where $V_s = \text{vol. of temporary storage and } V_r = \text{vol. of runoff.}$

From Plate 22.2 C-2, Hydrologic Soil Group B and Rangeland in Good Condition, $CN = 61$
 From Plate 22.2 C-3, Impervious 75%, $CN = 61$; then composite $CN = 88$
 From Plate 22.2 C-4, $CN = 88$, $P = 2.55 \text{ in.}$, then $Q = 1.5 \text{ in.}$
 Volume of runoff, $V_r = (1.5)(103,731) / 12 = 12,966 \text{ cf} = V_r$

For $V_s / V_r = 0.425$, then $V_s = (0.425)(12,966) = 5511 \text{ cf}$ to store

OK

Rational Method = CRA
 $= (0.76)(2.55)(103,731)$
 $= 16,752.6 \text{ cf} < 12,966 \text{ cf}$

undeveloped conditions

Chapter 11 pg 11-55b

$78,131 / 103,731 = 75.3\%$

previous

runoff

Use 5,500 ft³ for retention ponding. 3,100 cf is retained in the pond on the west end and 1,200 cf each in the two cascading pond areas on the south side.

Check to see if the 3,100 cf pond on the west end will fill:

Area drained into the west pond is approximately 25% of total.

Volume = $(0.25)(12,966) = 3240$ cf. Therefore the pond will fill. ✓

The two culverts were sized using 60% of the area drained by culvert one and 40% drained by culvert two. The weir equation was used, with $Q = (0.60)(2.86)$ OR $(0.40)(2.86)$; $C = 3$ and $H = 0.5$ feet. The west culvert has a width of 1.62 feet and the east culvert has a width of 1.1 feet.

1.7 cfs

1.14 cfs

$$Q = CLH^{3/2}$$

No other reasonable location on the site plan exists for placing an equivalent retention pond to the one on the west. For this reason it must be made impervious. The design is for a Portland Cement concrete gunite-applied 2 inch thick membrane with smooth 3" river rock applied to the concrete membrane while it is wet for aesthetic purposes. The pond is drained by a 4" Ø PVC pipe. The maintenance provisions for the holding ponds will be furnished by the owner. Special Order No. 19 sheets will be provided for the two sidewalk culverts.

EROSION CONTROL

The proposed grading is generally within a foot elevation of the existing elevation. Therefore, no erosion control measures other than good housekeeping and construction practices are proposed. The one bad area, which is now subject to erosion, will be corrected with a retaining wall. After the proposed retaining walls are constructed, the lot will be subject to less erosion than is now occurring.

Capacity of 4" Pond Drain $Q = CA\sqrt{2gh}$

$C = 0.7$
 $A = 0.087$
 $h = 1.825'$

$Q = 0.66$ cfs

To drain 3100 cf in 24 hrs
 $= 0.036$ cfs

FILE COPY



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HYDROLOGY SECTION
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April 1, 1987

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(F-21/D10A) RECEIVED MARCH 9, 1987

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Cordially,

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

CAM/bsj

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Walter Nickerson, P.E., City Engineer

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: VENTURA PARK ZONE ATLAS/DRNG. FILE #: F21/D10A

LEGAL DESCRIPTION: Tract D-2, Academy Square

CITY ADDRESS: _____

ENGINEERING FIRM: DENNEY-TIBLJAS-McLEAN & ASSOC, INC. CONTACT: Joe Jones

ADDRESS: 2400 Comanche NE, Albuquerque, NM 87107 PHONE: 884-0696

OWNER: Allan Boyar CONTACT: Allan Boyar

ADDRESS: 7901 Wyoming Boulevard NE Albuquerque NM 87109 PHONE: 822-1900

ARCHITECT: N/A CONTACT: N/A

ADDRESS: _____ PHONE: _____

SURVEYOR: DENNEY-TIBLJAS-McLEAN & ASSOC, INC. CONTACT: Steven L. Youtsey

ADDRESS: 2400 Comanche NE, Albuquerque, NM 87107 PHONE: 884-0696

CONTRACTOR: _____ CONTACT: _____

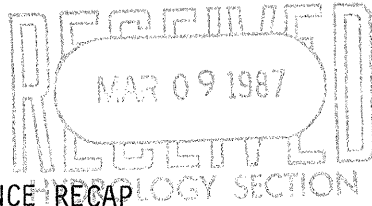
ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☒ YES

☐ NO

☐ COPY OF CONFERENCE RECAP SHEET PROVIDED



DRB No. 86-330, 87-45

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:

- ☐ SECTOR PLAN APPROVAL
- ☐ 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

DATE SUBMITTED: March 9, 1987

BY: Joe Jones

JOE JONES

REV. 10/85

OTHER _____ (SPECIFY)

8690418
F21/D10A

(Procedure "B")

08781233

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS
PUBLIC & PRIVATE

192

THIS AGREEMENT made this 8th day of July, 1987, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and VENTURA PARK DEVELOPMENT COMPANY (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 VENTURA PARK SUBDIVISION (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as VENTURA PARK SUBDIVISION UNIT II 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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1987 AUG -3 PM 2:35

BY M5518A 192-209
GLADYS M. DAVIS
CO CLERK & RECORDER
DEPUTY

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 1ST day of APRIL, 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. 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

g.p.s.

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

Name

Title

ATTEST:

City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

Walter H. Nickerson, Jr., City Engineer
Utility Development Division
Public Works Dept.-Engineering Group

Gene Romo

Chief Administrative Officer

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)The foregoing instrument was acknowledged before me this 21ST day
of MAY, 1987, by ALLAN BOYAR
of VENTURA PARK DEVELOPMENT COMPANY.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)The foregoing instrument was acknowledged before me this 8th day
of July, 1987, by Gene Romo, Chief Administrative
Officer of the City of Albuquerque.

Notary Public

My Commission Expires:

TO SUBDIVISION IMPROVEMENT AGREEMENT
 EXECUTED BY AND BETWEEN VENTURA PARK DEVELOPMENT COMPANY (DEVELOPER)
 AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
 THE 8th DAY OF July, 1982.

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. 3188 AND 3237.

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 DENNEY TIBLISAS McLEMAN & ASSOC. 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 REQUIRED INFRASTRUCTURE
IMPROVEMENTS FOR THE SUBDIVISION

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 Gaylord Brothers 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. 3188 AND 3237), 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.

- (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 ACTUAL CONSTRUCTION</u>
<u></u>	<u>COST OF THE PUBLIC</u>
<u></u>	<u>IMPROVEMENTS</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 VENTURA PARK DEVELOPMENT COMPANY (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 8th DAY OF July, 1982.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by Code Administration on private facilities and by 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 DENNEY TIBLISAS McLEAN on private facilities and by 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.

Field testing of the subdivision improvement construction shall be performed by N/A on private facilities and by 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.

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.

RECEIVED

APR 09 1987

PWD/ENGINEERING GROUP

D.R.B. Case No. 87-45
 D.R.C. Project No. 3188
 Date Submitted 3/17/87

FIGURE 11

EXHIBIT "D"
 to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.)
 REQUIRED INFRASTRUCTURE LISTING
 for VENTURA PARK UNIT II
 (CONTINUED)

PRIVATE INFRASTRUCTURE

<u>Size</u>	<u>*Type Improvement</u>	<u>Location</u>	<u>From</u>	<u>To</u>
32'	Residential Paving	Jasons Way	Spain Road	cul-de-sac
32'	Residential Paving	Colleens Way	Spain Road	cul-de-sac
CURB & GUTTER TO BE CONSTRUCTED ON BOTH SIDES OF ABOVE STREETS				
4'	Sidewalk	East Side of Colleens Way	Spain Road	cul-de-sac
4'	Sidewalk	West Side of Jasons Way	Spain Road	cul-de-sac
4'	Retaining Wall	Along Property Line Running N/S Between Colleens Way & Overlook Street	Spain Road	North Property Line
4'	Retaining Wall	Along Property Line Running N/S Between Jasons Way & Colleens Way	Spain Road	North Property Line
4'	Retaining Wall	Along Western Property Line of Site	Spain Road	North Property Line of Site
3'	Retaining Wall	North Edge of Pavement of Jasons Way	East Side	West Side

N/A - not requesting plat signoff

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

aps

EXHIBIT "C"
 TO SUBDIVISION IMPROVEMENT AGREEMENT
 EXECUTED BETWEEN VENTURA PARK DEVELOPMENT COMPANY (DEVELOPER)
 AND THE CITY OF ALBUQUERQUE (CITY) ON
 THE 8th DAY OF July, 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):

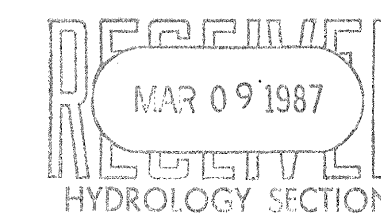
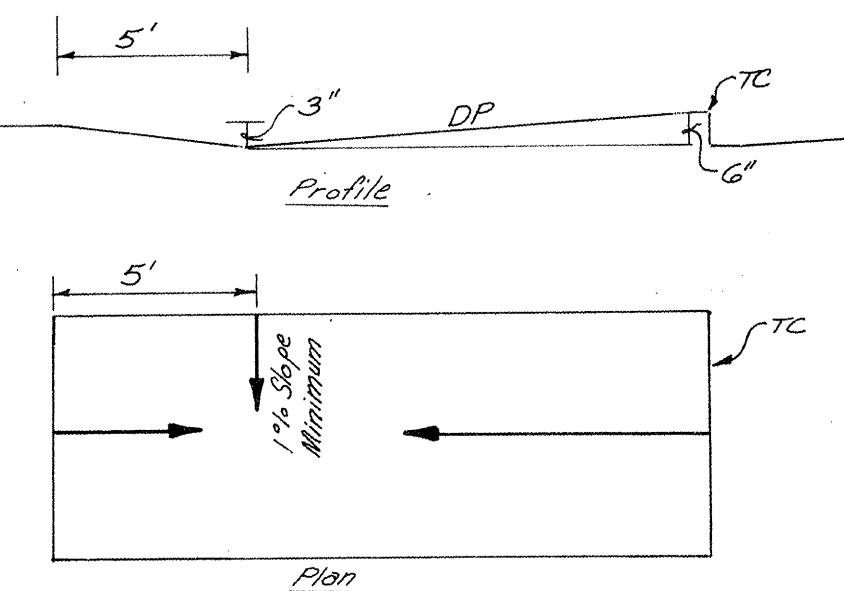
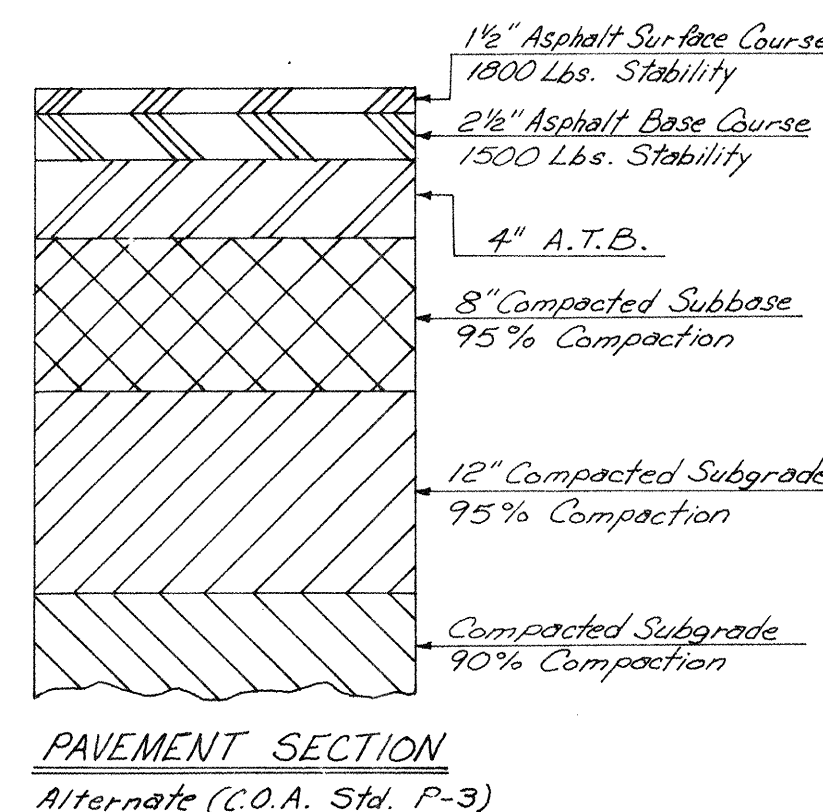
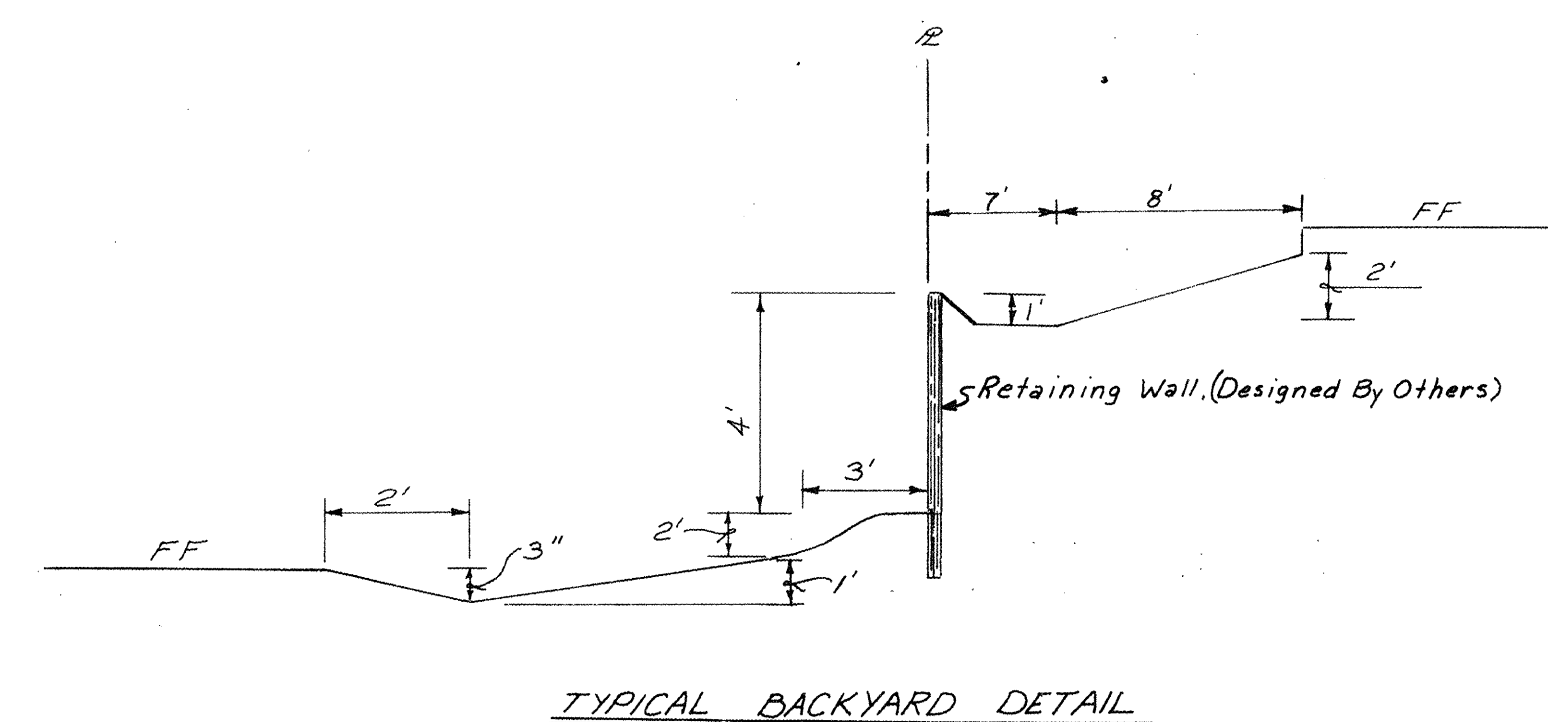
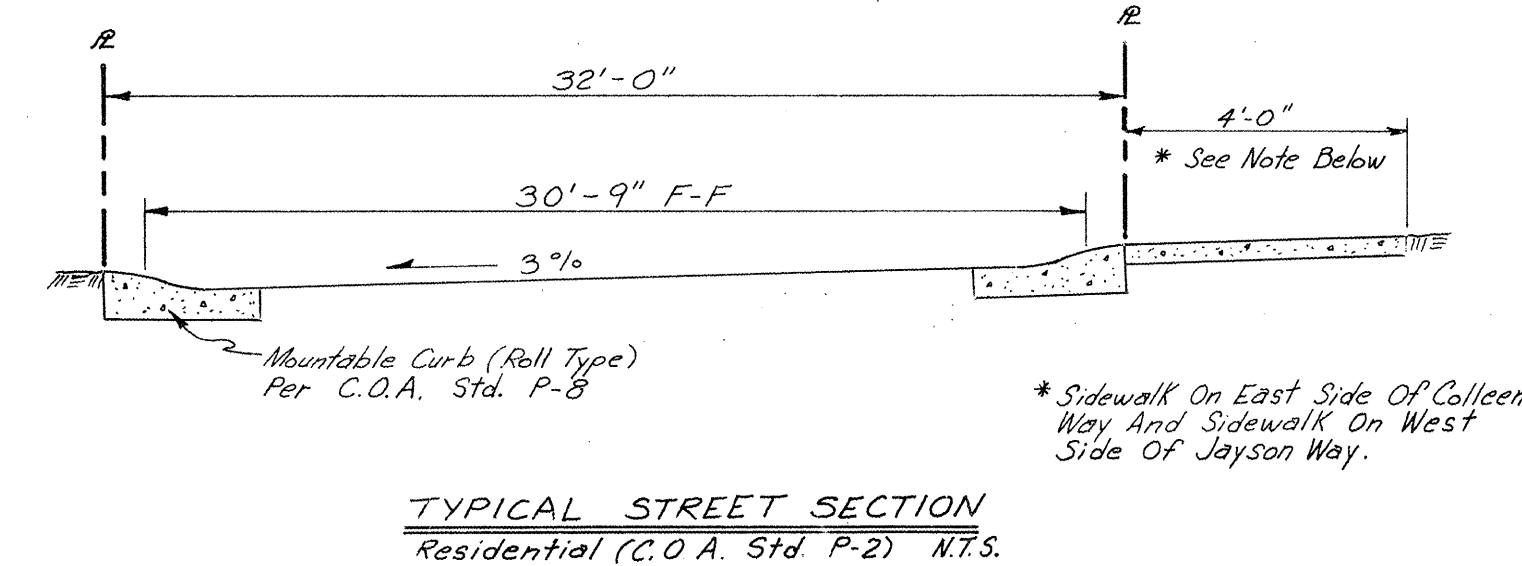
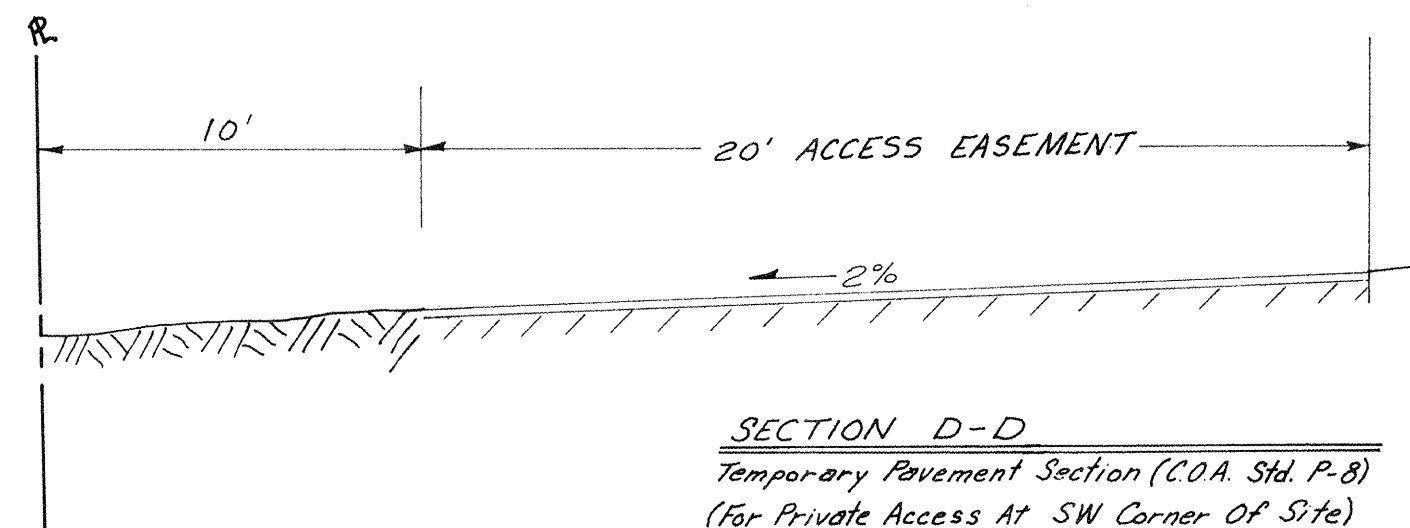
DRAINAGE CALCULATIONS

PROJECT Ventura Park
LOCATION _____
ANALYSIS POINT # Catch Basins at Rawlings
(DR. AREA) A = 2.38 ACRES (ENTIRE SITE)
 $T_c = 21.5$ MIN
POINT RAINFALL 2.5 IN. FROM PLATE 22.2 D-1
CN = 85 FROM PLATES 22.2 C-2, 22.2 C-3
RUNOFF VOLUME R = 1.2 IN. FROM PLATE 22.2 C-4
COMPUTED $T_p = 22$ MIN. $T_p = T_c$
(Rounded to even minute)
 $q_p = \frac{45.4A}{T_p} = \frac{4.9}{22}$ CFS./INCH OF RUNOFF
($R \times q_p$) = $Q_{peak} = \frac{5.9}{22}$ CFS
 $t(COLUMN) = (t/T_p)$ $t = T_p(t/T_p)$
 $y = \frac{Q}{Q_{peak}}$ $Q = y(Q_{peak})$
 $T_c = 0.0078(L)^{.77}$
 $L = 3820'$ From NE Corner of site to Rawlings
 $S = \frac{\Delta H}{L}$ $\Delta H = 65'$ (from Ortho Topo)
 $S = \frac{65}{3820} = 0.017$
 $T_c = 0.0078 \left(\frac{3820}{(0.017)^{.77}} \right)^{.77} = 21.5$ MIN.
 $V_{max} = RA = \frac{1.2}{12} (2.38)(43560) = 10,367$ cf

PROJECT Ventura Park
LOCATION _____
ANALYSIS POINT # _____
(DR. AREA) A = 1.34 ACRES (ACTUAL PONDING AREA)
 $T_c = 21.5$ MIN
POINT RAINFALL 2.5 IN. FROM PLATE 22.2 D-1
CN = 85 FROM PLATES 22.2 C-2, 22.2 C-3
RUNOFF VOLUME R = 1.2 IN. FROM PLATE 22.2 C-4
COMPUTED $T_p = 22$ MIN. $T_p = T_c$
(Rounded to even minute)
 $q_p = \frac{45.4A}{T_p} = \frac{2.76}{22}$ CFS./INCH OF RUNOFF
($R \times q_p$) = $Q_{peak} = \frac{3.3}{22}$ CFS
 $t(COLUMN) = (t/T_p)$ $t = T_p(t/T_p)$
 $y = \frac{Q}{Q_{peak}}$ $Q = y(Q_{peak})$

BACKYARD POND CALCULATIONS

LOT #	DRAINAGE AREA (75% of Lot Area including roof drainage)	REQUIRED POND VOLUME (V=RA) $R = \frac{1.2}{12} = 0.1$	PONDING PROVIDED WLD = 7(L)(1)
1	3,105 sf	310	330
2	2,511	251	252
3	2,430	243	252
4	2,430	243	252
5	3,105	310	315
10	3,278	328	330
11	3,278	328	330
12	2,430	243	252
13	2,430	243	252
14	2,430	243	252
15	3,038	304	315
20	3,278	328	330
21	3,278	328	330
22	2,700	270	280
23	2,700	270	280
24	2,903	290	330
45,324 = 1.04 Ac.			



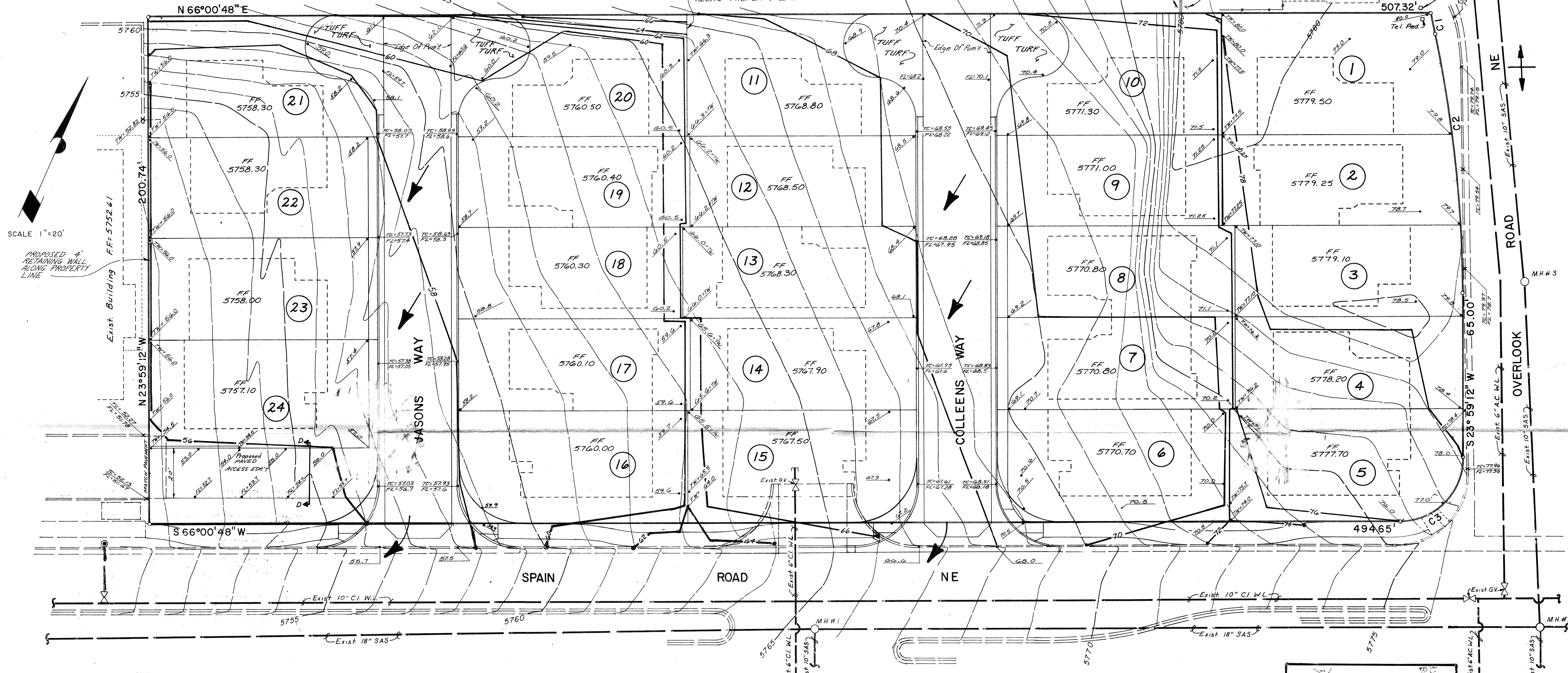
CITY OF ALBUQUERQUE MUNICIPAL DEVELOPMENT DEPARTMENT ENGINEERING DIVISION					
TITLE: VENTURA PARK SUBDIVISION DETAIL SHEET					
APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
City Engineer			Liquid Waste		
A.C.E. - Design			Traffic		
A.C.E. - Hydrology			Water		
DRAWING NO.	MAP NO. F-21		SHEET 8 OF 8		

LEGAL: TRACT D-2, ACADEMY SQUARE

LEGEND

70.5
x 77.96
PROPOSED ELEV.
EXIST. ELEV.
FLOW ARROW
EXIST. CONTOUR
PROPOSED CONTOUR
LOT No.

SCALE 1"=20'



GENERAL NOTES

The proposed development site consists of approximately 2.38 acres and is located at the southwest corner of Spain Road and Overlook Street N.E.
Presently the site slopes from east to west at approximately 74. The soil onsite is of the Embudo Series (etc.) Type "B", and the site is not located within a flood plain.

DRAINAGE

Presently runoff from the site sheet flows onto Spain Road west to catch basins at the intersection of Spain Road and Rawlins Road.

Proposed conditions are required to comply with the previously approved drainage analysis for the area (F21/D43). The previous drainage analysis allows for a developed discharge rate of 1.2 cfs/acre. This rate corresponds to a total discharge rate of 2.9 cfs for this site.

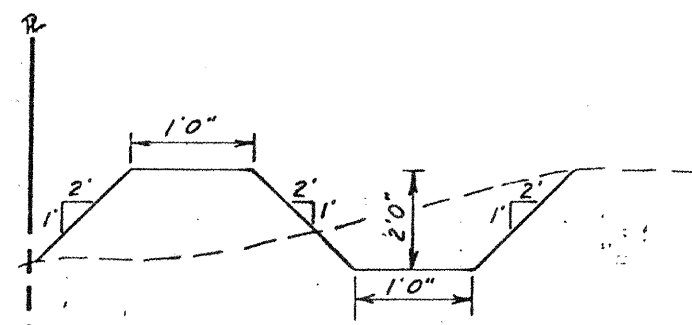
Due to the existing topographic conditions onsite, backyard ponding will be used. This will help minimize the size of the retaining walls that will be required.

Although no credit is normally allowed for backyard ponds, the ponding volume for this project will be credited for the following reasons:

- There is a 2' drop from the finished floor elevation to the back property line.
- There will be a 4' retaining wall along the back property line for all lots. This wall would have to be raised approximately 3' to create positive flow to the fronting streets. It is highly unlikely that this would occur.

By allowing credit for the backyard ponds, the actual drainage area will be 1.34 acres (see detail sheet). This 1.34 acres corresponds to a discharge rate of 3.3 cfs.

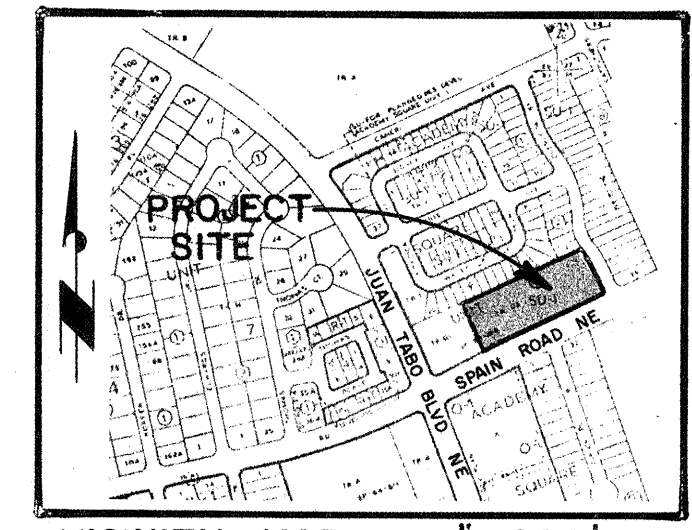
The allowable discharge rate is 2.9 cfs for the site and the actual 3.3 cfs, resulting in a 0.4 cfs total difference. For this reason, free discharge is requested.



Erosion Control Berm
(To Be Constructed / Maintained Along The South / West Property Lines Throughout Construction)



F.E.M.A. FLOOD PLAIN MAP 1"=500'



VICINITY MAP 1"=800'

APPROVED FOR ROUGH GRADING 3/1

C.M.L.
HYDROLOGY
2-15-87
DATE

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

TITLE: VENTURA PARK SUBDIVISION
GRADING AND DRAINAGE PLAN

RECEIVED
MAR 09 1987
HYDROLOGY SECTION

DRAWING NO. F-21
MAP NO. F-21
SHEET 3 OF 8

D.T.M. JOB NO. 885.12
E.L.D.

AS BUILT INFORMATION			BENCH MARKS			SURVEY INFORMATION			ENGINEER'S SEAL		
CONTRACTOR	DATE	BY	STATION	MARK	DATE	NO.	BY	DATE	NO.	BY	DATE
The station is a City of Albuquerque Brass. Cop set in concrete, 0.6' below ground, and is stamped "16-F21(R)".			The station is located 32' north from the centerline of Spain Rd. NE and 133.5' east from the centerline of Noreen Dr. NE. Elevation = 5708.82 Ft.			The station is located 32' north from the centerline of Spain Rd. NE and 133.5' east from the centerline of Noreen Dr. NE. Elevation = 5708.82 Ft.			The station is located 32' north from the centerline of Spain Rd. NE and 133.5' east from the centerline of Noreen Dr. NE. Elevation = 5708.82 Ft.		
MICRO-FILM INFORMATION			REVISIONS			DESIGNED BY			DRAWN BY		
RECORDED BY			CHECKED BY			DATE			DATE		
NO			DATE			DATE			DATE		

C22-49

C22-

S.P. 03-15-94

08 65017

REPLAT OF TRACT D

ACADEMY SQUARE-UNIT ONE

MARCH, 1983

DESCRIPTION

The foregoing replat of that certain tract of land situate within the City of Albuquerque, Bernalillo County, New Mexico; being and comprising all of Tract D of ACADEMY SQUARE UNIT ONE, as the same is shown and designated on the plat of said subdivision filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 17, 1980 in Volume C-16; Folio 192.

Replatted and subdivided, and now comprising Tract D-1 and Tract D-2 of ACADEMY SQUARE UNIT ONE, City of Albuquerque, Bernalillo County, New Mexico; with the free consent of, and in accordance with the wishes and desires of the undersigned Owner(s) and/or Proprietor(s) thereof.

By Claudia Padilla
CLAUDIA PADILLA

STATE OF NEW MEXICO } ss
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me this 02 day of September 1983.

My Commission Expires on 5/14/85
Claudia C. Ginterburgel
Notary Public

F-21

5/14/85

APPROVALS

PLANNING DIRECTOR, CITY OF ALBUQUERQUE, NEW MEXICO	DATE
<u>C. J. Thompson</u>	<u>9/20/83</u>
WATER RESOURCES, CITY OF ALBUQUERQUE, NEW MEXICO	DATE
<u>Frank J. Jaramila</u>	<u>9/20/83</u>
FOR EXECUTIVE ENGINEER, AMAFCA	DATE
<u>Frank J. Jaramila</u>	<u>9/20/83</u>
CITY ENGINEER, CITY OF ALBUQUERQUE, NEW MEXICO	DATE
<u>Thomas W. Kennedy</u>	<u>9/20/83</u>
TRAFFIC ENGINEER, CITY OF ALBUQUERQUE, NEW MEXICO	DATE
<u>Mark C. Vally</u>	<u>9-20-83</u>
DIRECTOR OF PARKS AND RECREATION, CITY OF ALBUQUERQUE, NM	DATE
<u>O. Val Vally</u>	<u>9-6-83</u>
PROPERTY MANAGEMENT, CITY OF ALBUQUERQUE, NEW MEXICO	DATE
<u>W. C. Mite</u>	<u>09/20/83</u>
CHIEF CITY SURVEYOR, CITY OF ALBUQUERQUE, NEW MEXICO	DATE

I, UNDER THE LAWS OF THE STATE OF NEW MEXICO CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR AND THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTS AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE AND ALL EASEMENTS OF RECORD ARE SHOWN AND THAT THE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

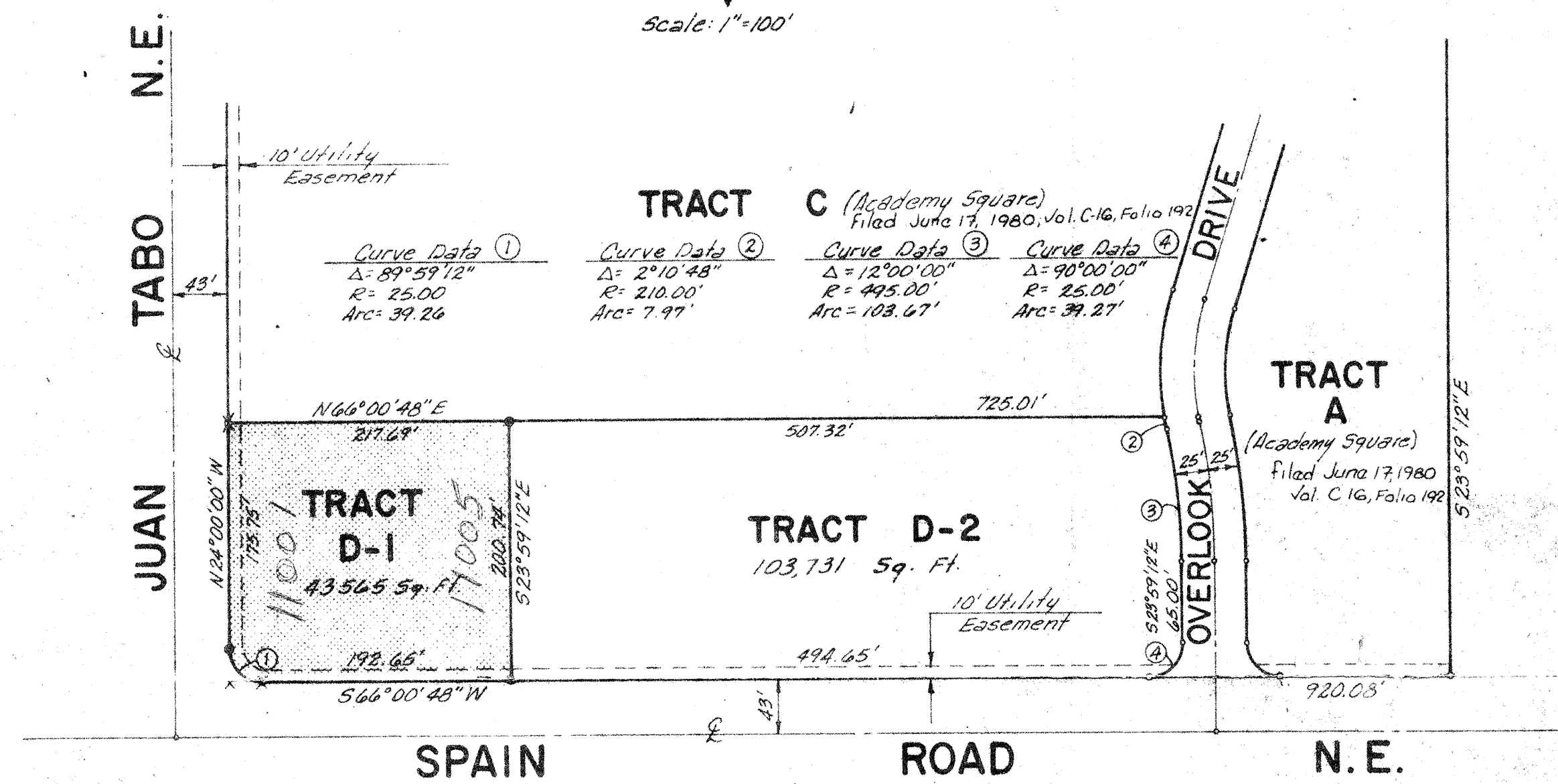


J. Bordenave
J. BORDENAVE, N.M.P.E. & L.S. NO. 5110
3/18/83

LEGEND

- = Found #4 Rebar w/ Plastic Cap Stamped 5 3244
- = No corner found or set
- X = Found X in Conc Sidewalk

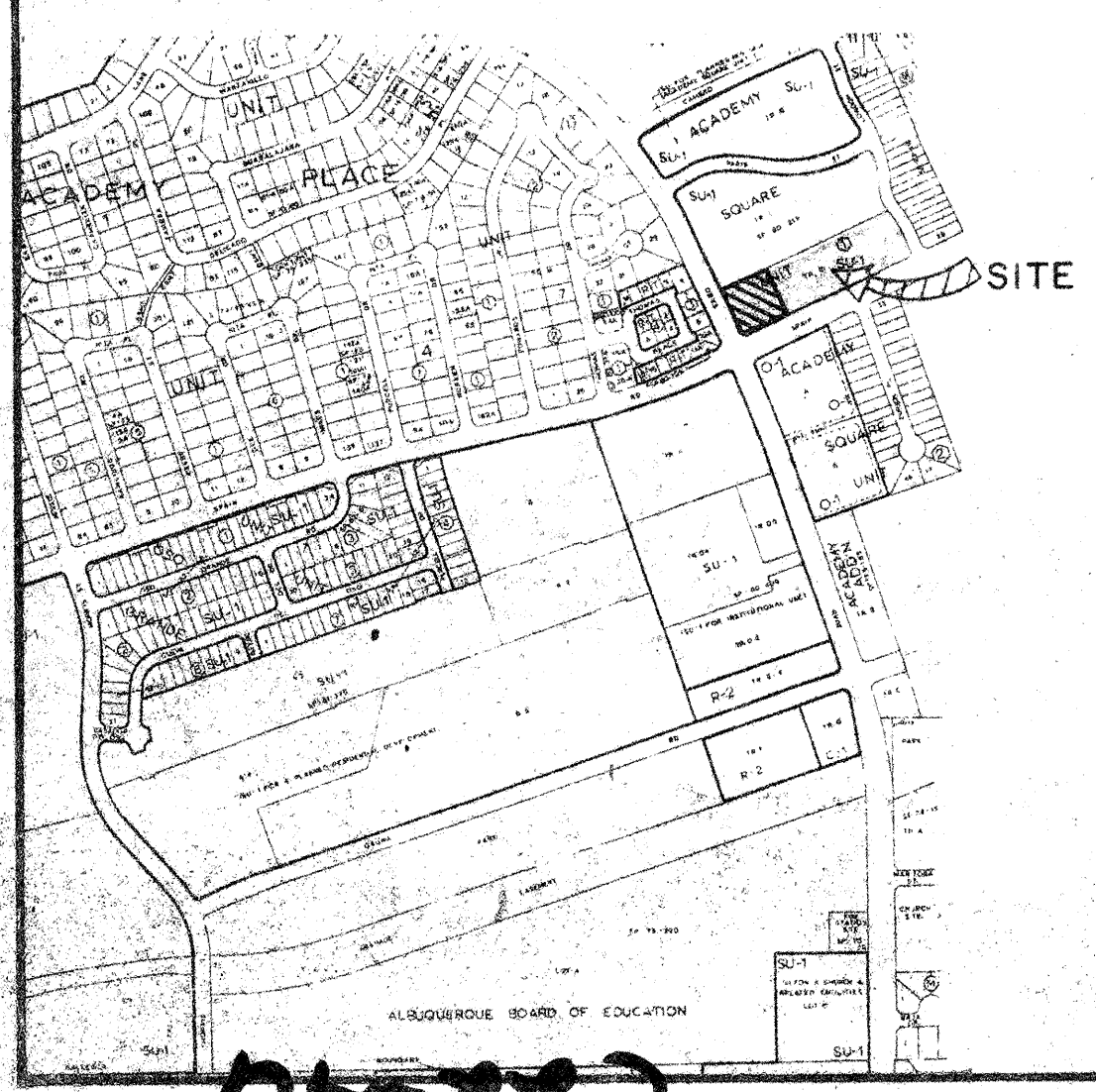
Scale: 1"=100'



Note:

There is, by this plat, a 24' wide access easement on Tract D-2. The easement shall provide access from Tract D-1 to the existing median opening in Spain Road approximately 260 feet easterly of the southwest corner of Tract D-2. Exact alignment of the easement to be determined by the development plan for Tract D-2.

VICINITY MAP (F-21)



NOTES:

- Bearings shown are based on ACADEMY SQUARE UNIT ONE filed June 17, 1980 in Volume C-16; Folio 192
- Distances shown are ground distances
- Number of Parcels: 2

PURPOSE OF REPLAT

Subdivide Tract D into Two Tracts, D-1 and D-2

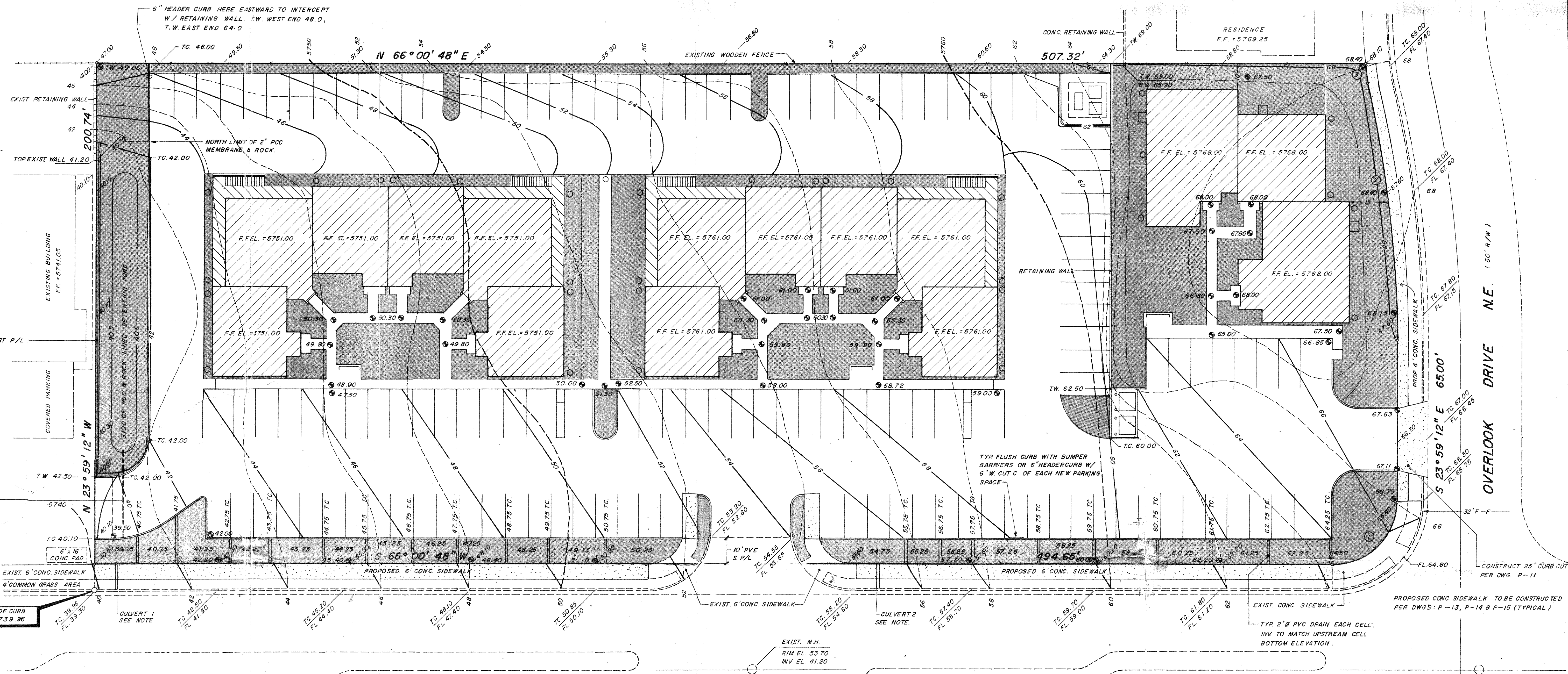
SP-83-266

SCALE: 1" = 20'

RETAINING WALL 137' WEST P/L
T.W. 42.50

35' x 4" PVC DRAIN
N. INV. = 5740.90
S. INV. = 5739.25

T.B.M. AT TOP OF CURB
ELEVATION = 5739.96



SPAIN ROAD WEST DETENTION POND NOTES:

1. USE 2" THICK PCC GUNITE W/ 3" RIVER ROCK SET IN WET PCC.
2. 4' HIGH CL. FENCE AROUND PCC & ROCK AREA.

CULVERT NOTE:

CONSTRUCT SIDEWALK CULVERT WITH STEEL PLATE TOP PER DWG K-16 WITH WIDTH 1.62' FOR CULVERT 1 AND 11' FOR CULVERT 2.

LEGAL DESCRIPTION:

TRACT D-2 ACADEMY SQUARE, FILED JUNE 17, 1980.
VOL. C-16, FOLIO 192.

LEGEND

- 5750 — EXISTING CONTOURS
- 52 — PROPOSED CONTOURS
- ✓ EXIST. SPOT ELEVATIONS
- PROP. SPOT ELEVATIONS
- [Hatched Box] CONCRETE SIDEWALK
- [Hatched Box] PROP. BUILDING
- [Solid Box] PROP. LANDSCAPE AREA
- ROOF DRAINAGE

N.E. (86' R/W)

APPROVED FOR DRAINAGE
10-28-85
DATE
Roy A. Green
SIGNATURE
ADVISE DRAINAGE INSPECTOR
WHEN GRADING EXECUTED

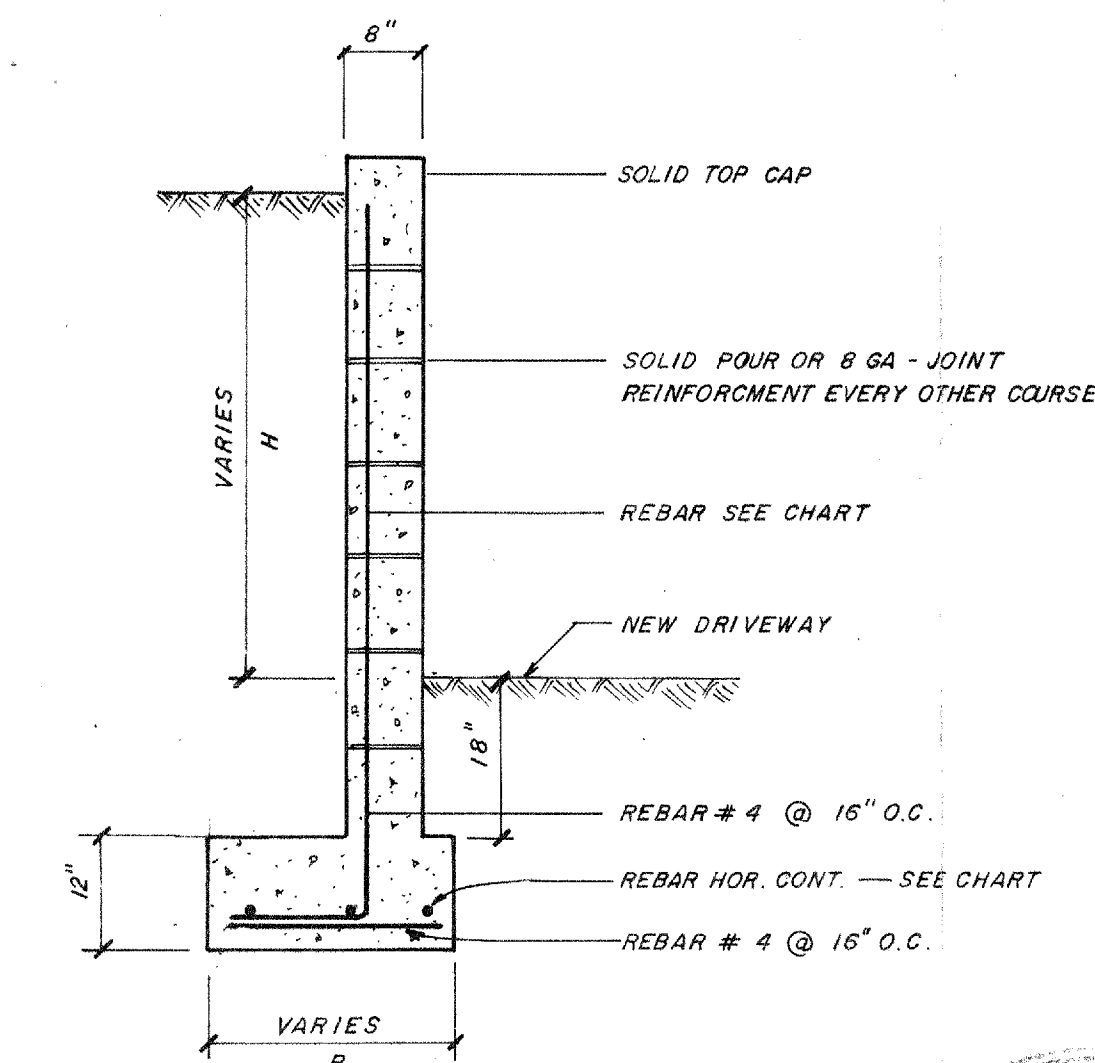
EXIST. M.H.
RIM EL. 66.00
INV. EL. 53.20

CURVE DATA:

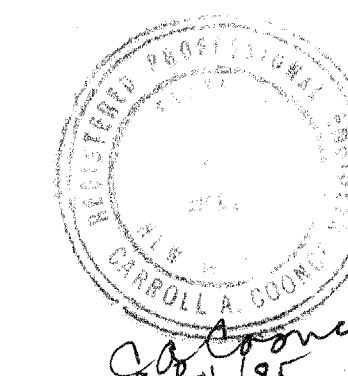
	①	②	③
Δ	90° 00' 00"	12° 00' 00"	2° 10' 26"
R	25.00'	495.00'	210.00'
T	25.00'	52.03'	3.99'
L	39.27'	103.67'	7.97'

RETAINING WALL CHART

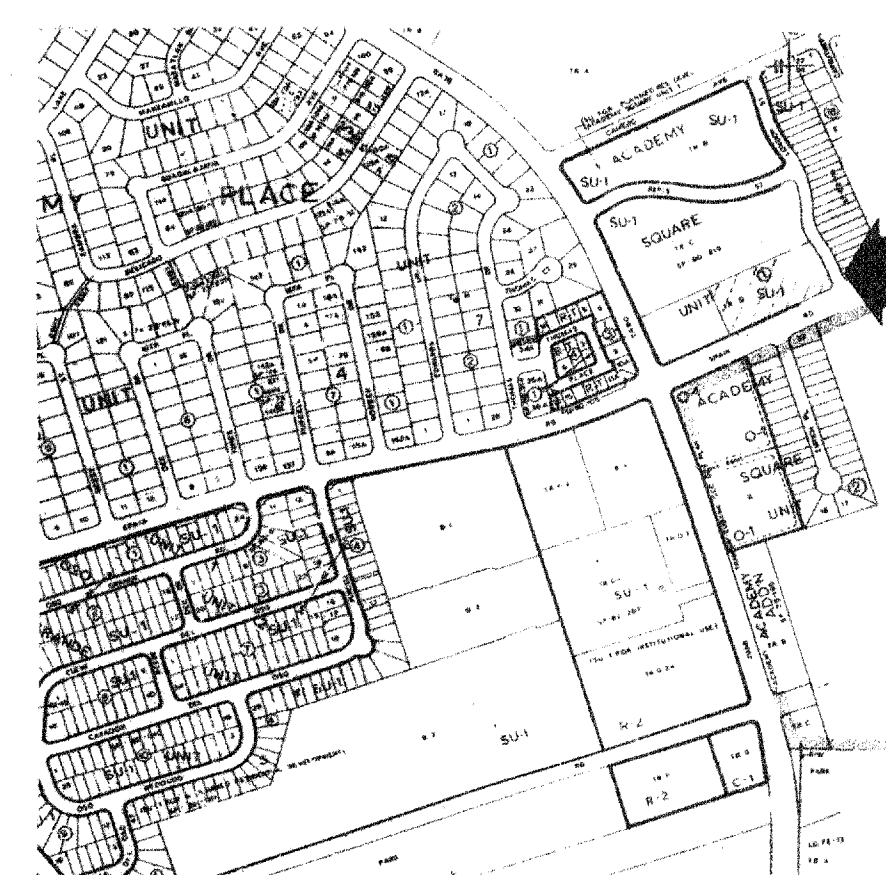
H	REINFORCEMENT	
	VERTICAL	HORIZONTAL
1'-2'	1' 8" #3 @ 24"	2'-4" CONT. @ FOOTING
3'	2' 4" #4 @ 24"	2'-4" CONT. @ FOOTING
4'-5'	3' 0" #4 @ 16"	3'-4" CONT. @ FOOTING
6'-7'	3' 4" #4 @ 16"	3'-4" CONT. @ FOOTING



DETAIL
TYPICAL RETAINING WALL
N.T.S.



LOCATION MAP
F-21-Z



FLOODWAY
FLOODWAY BOUNDARY
FLOODWAY MAP
PANEL 18 OF 50 NO. 350002 0018



C.A. COONCE & ASSOC.

ENVIRONMENTAL, WATER RESOURCES, & SANITARY CONSULTING ENGINEERS
12324 PINERIDGE N.E. ALBUQUERQUE, N.M. 87112. PH. (505) 296-1089

TITLE	DRAINAGE AND GRADING PLAN
PROJECT	ACADEMY SQUARE BUSINESS PARK
DATE	8-1-85
DRAWN	V.M.
CHECKED	C.A.C.
REVISION	8-23-85
REVISION	10-3-85
REVISION	10-24-85