HYDROLOGY G16/D68 SUBDIVISION IMPROVEMENTS

G16 / D68

SUBDIVISION

IMPROVEMENTS

1 PLAN

AGREEMENT FORM (Procedure "B")

G16/D68

85 43062

0 813

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this 30th day of May, 1985, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and George Brunacini (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

RECEIVED JUN 05 1985 HYDROLOGY SECTION

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as Tract 2, Hahn Parcel Lots 3B, 3C and 3D, Parcel 3, (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Lots U, V, X, Y and Z, Parcel 3 of the Second Replat of Tract 2, Hahn Parcel 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 1st day of December, 19 85, 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 as follows:

Type of Improvement	Location	
Water Extension	From Southwest corner of Lot 3A	To Northwest corner of Lot Z
Sanitary Sewer Extension	From Southwest corner of Lot 3A	To Northwest corner of Lot Z
	From	To
	From	To

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

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) for accident, injuries or death to any member of the public caused by any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The Developer shall maintain such insurance until acceptance of the improvements by the City. 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. 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 confict between the terms and conditions of this Agreement (with Exhibits A, B and C) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B and C) shall govern.

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

DEVELOPER

ATTEST:

City Clerk

CITY OF ALBUQUERQUE, NEW MEXICO

C. Dwayne Sheppard 5/22/85
C. Dwayne Sheppard
City Engineer

Bob V. Stover 5-22-85
Bob V. Stover
Chief Administrative Officer

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 17th day of May, 1985, by George Brunacini of George Brunacini.

OFFICIAL SEAL
RUTH A. ARNAUD
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 6-27-88

Ruth A. Arnaud
Notary Public

My commission expires:
6-27-88

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

The foregoing instrument was acknowledged before me this 23rd day of May, 1985, by C. Dwayne Sheppard, City Engineer of the City of Albuquerque.

Carmen L. Castillo
Notary Public

My commission expires:
2/24/89

OFFICIAL SEAL
CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 2/24/89

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

The foregoing instrument was acknowledged before me this 29th day of May, 1985, by Bob V. Stover, Chief Administrative Officer of the City of Albuquerque.

Ida L. Grant
Notary Public

My commission expires:
12/18/88

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
EXECUTED BY AND BETWEEN George Brunacini (Developer)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE _____ DAY OF _____, 19__.

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. 2487.

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 Tom Mann & Associates, 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:

a. Preparation of approved construction drawings and Engineer's estimate.

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 (City to be notified in writing prior to work order issuance) 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. 2487), incorporating any change orders approved by the City Engineer, Contract Documents for Public Works Contract 85-1 , 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 Contract Documents for City-Wide Utilities and Cash Paving

Contract Number 31. 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 Contract Documents for Public Works Contract 85-1 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 first 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	6% of construction cost
Permit Fees:	
Excavation	as required per approved W.O. estimate
Sidewalk Ordinance Permit	as required per approved W.O. 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.

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN George Brunacini (Developer)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE ____ DAY OF _____, 198__.

1. CONSTRUCTION INSPECTION METHODS

Inspection of the subdivision improvement construction shall be performed by City of Albuquerque under the direction of _____, 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 the City of Albuquerque 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 the City of Albuquerque, 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 George Burnacini (Developer)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE _____ DAY OF _____, 198___.

1. PLAT APPROVAL STATUS

(circle one)
The Developer has/has not 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):

Loan Reserve, $27,655.00, First National Bank in Albuquerque: inclusive dates: May 15, 1985 - February 1, 1986.

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 accept the revised financial guarantee tendered by the Developer.

ESTIMATE

Estimate Date: April 29, 1985 Job #

Requestor: Tom Mann & Associates
811 Dallas, N.E.
Albuquerque, New Mexico 87110
(505) 265-5611

Work Order Date:

Map No.: G-16

Developer: George Brunacini, 2405 Candelaria Road N.E., Albuquerque, NM 87107

Person to contact regarding this form: Jeffrey G. Mortensen
811 Dallas, N.E.
Albuquerque, New Mexico 87110
(505) 265-5611

Name of Subdivision of Description of Property to be served:

Lots U, V, X, Y and Z, Hahn Parcel

General Scope of Project:

Water, sewer and pavement

Developer to Pay: 100% Policy: AHBA

Specific Location: Nature of Construction

North of Comanche Road N.E
and west of Johnville Place N.E. W, S, P

ESTIMATE ITEM NO.	DESCRIPTION	CONTRACT UNIT PRICE	QUANTITY	EST.	AS-BUILT QUANTITY	AS-BUILT AMOUNT
WATER						
B-3	8" PVC/FRP P	15.00	300 LF	4,500.00		
	6" PVC/FRP P	13.50	10 LF	135.00		
W-46	N-PRESS CONN	600.00	1 EA	600.00		
W-87	FH, 4-1/2'	1050.00	1 EA	1,050.00		
W-168	3/4" S SERV	360.00	1 EA	360.00		
W-169	3/4" D SERV	427.00	2 EA	854.00		
W-52	MJ, FIT (4"-14")	2.00	350 LB	700.00		
W-186	BLKG	120.00	1 CY	120.00		
	SUBTOTAL WATER:			8,319.00		

ESTIMATE ITEM NO.	DESCRIPTION	CONTRACT UNIT PRICE	QUANTITY	EST.	AS-BUILT QUANTITY	AS-BUILT AMOUNT
SANITARY SEWER						
G-3	8" PVCP	8.00	336 LF	2,688.00		
S-12	TRCHG, (6"-15"), 6'-8' D	9.50	50 LF	475.00		
S-13	TRCHG, (6"-15"), 8'-10' D	11.50	196 LF	2,254.00		
S-14	TRCHG, (6"-15"), 10'-14' D	13.50	90 LF	1,215.00		
S-22	4' MH, 6'-10' D	1300.00	1 EA	1,300.00		
S-23	4' MH, 10'-14' D	1450.00	1 EA	1,450.00		
S-1	4" DIP	10.00	30 LF	300.00		
	SUBTOTAL SANITARY SEWER:			9,682.00		
PAVING						
M-26	REM & REPL RES. PVMT-W/O M-PROC	24.00	366 SY	8,784.00		
-	REM & REPL CONC. RUN-DOWN, 4" PVC DRAINLINE	LS	10 LF	450.00		
-	REM & REPL CONC. PLANTER CURB	12.00	35 LF	420.00		
	SUBTOTAL PAVING:			9,654.00		

Subtotal:		27,655.00
Contingencies:	(10%):	
Engineering:	(6%):	
Testing Fee:	(2%):	
Total Construction Cost:		

COST APPORTIONMENT

	POLICY NO.	POLICY NO.	POLICY NO.	POLICY NO.	POLICY NO.
Const.	$	$	$	$	$
CONT.					
ENG.					
TESTING					
SUB-TOTALS		$	$	$	$
TOTAL CITY COST:		$	TOTAL DEVELOPER TO PAY:		

Notes:

1. Outstanding Pro-rata: None.
2. For staking, construction, and inspection use Drawing No. _____.
3. This work shall be done in accordance with the Specifications of Public Works contract 85-1.
4. If payment of the full amount (B-2-B) or engineering fee (AHBA) is not made ten (10) working days before the expiration date of Contract No. 85-1, then this document must be revised prior to entering into construction contract.
5. Recorded Plat Yes Recording No. C-26, Page 79.
6. Easement Required Existing Recording No._____.
7. NMSHD Permit Required No Permit No._____.
8. Permits Required:

Excavation Ordinance Permits:

Sanitary Sewer
Storm Drainage Facilities
Water Lines
Street Grading
Curb and Gutter
Valley Gutter
Drivepads
Sidewalk
Handicapped Ramps

Sidewalk Ordinance Permits
(Construction)

Curb and Gutter
Valley Gutter
Sidewalk
Handicapped Ramps

NOTE: The dollar amounts for above fees were calculated on the basis that all permit items will be constructed under a Work Authorization. If items are to be done separately, then new fees must be calculated.

9. _____

Prepared by:

Consultant

Submitted By:

Design Engineer

Estimate Sheet

Rev.3/83

5-53

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 JUN -3 AM 9:34
BK 8344 PG 813-832
DOLORES C. WALLER
CO CLERK & RECORDER

DEPUTY

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

G16-D39

Mr. John Esquibel
E & R Associates
1330 San Pedro N.E., Suite 101
Albuquerque, New Mexico 87110

Re: Plastering & Cement Masons Trowel Trades Complex Drainage Plan

Dear John:

I have reviewed the referenced drainage plan and forward the following comments:

a. Current policy does not allow ponding within 15 feet of a structure. Therefore, it must be verified by a registered engineer, competent in soil mechanics, that no failure to the building's foundation will occur due the ponded water on the adjacent property.

b. Why was the pond placed in the northeast corner of the lot? It appears that by locating it adjacent to the parking area there would still be sufficient grade for it to drain towards the access way. Moving the pond would eliminate the need for the swale.

c. Please see that in future submittals the flowrate and volume calculations are computed in accordance with guidelines contained in Chapter 22 of the DPM.

d. Please have the PE stamp signed and dated. Any revisions should also be dated.

If you have any questions concerning these matters, please call.

Very truly yours,

Brian G. Burnett
Civil Engineer/Hydrology

BGB/fa

RESOURCE TECHNOLOGY, INCORPORATED

7800 MARBLE AVENUE NE, SUITE 5
ALBUQUERQUE, NEW MEXICO 87110
(505) 266-3320

G16-D47

January 26, 1984

Mr. Fred Aguirre, P.E.
Asst. Civil Engineer/Hydrology
Municipal Development Department
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

ATTN.: Mr. Billy Goolsby, P.E.

Dear Mr. Aguirre:

Our drainage report for the Via Park Office/Warehouse Complex is attached. This report addresses all of your comments in our previous discussions and I hope the proposed plan meets with your approval. Also, the easement encroachment permit application required with this plan will soon be submitted.

Any effort on your part to expedite this review will be sincerely apreciated.

Very truly yours,

Elvidio V. Diniz

Elvidio V. Diniz, P.E.
Principal Engineer

EVD/ob
attachment

Incomplete
Plate 1 missing
see Submittal Jan. 10, 1984

RECEIVED
JAN 27 1984
HYDROLOGY SECTION

RESUBMITTAL

RESOURCE TECHNOLOGY, INCORPORATED

7800 MARBLE AVENUE NE, SUITE 5
ALBUQUERQUE, NEW MEXICO 87110
(505) 266-3320

6H6-D47

January 6, 1984

Mr. Fred Aguirre
Asst. Civil Engineer/Hydrolngy
Municipal Development Department
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Dear Mr. Aguirre:

Our drainage report for the Via Park Office/Warehouse Complex is attached. This report addresses all of your comments in our previous discussions and I hope the proposed plan meets with your approval. Also, the easement encroachment permit application required with this plan will soon be submitted.

Any effort on your part to expedite this review will be sincerely apreciated.

Very truly yours,

Elvidio V. Diniz

Elvidio V. Diniz, P.E.
Principal Engineer

EVD/yms

RECEIVED
JAN 10 1984
ENGINEERING

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 15, 1984

Mr. Elvidio Diniz
Resource Technology, Inc.
7800 Marble Avenue NE Suite 5
Albuquerque, New Mexico 87110

RE: DRAINAGE STUDY FOR VIA PARK BUSINESS/WAREHOUSE COMPLEX
(G16-D47) RECEIVED JANUARY 27, 1984

Dear Elvidio:

The above referenced submittal is approved. However, the plan has not been stamped, signed or dated. Please provide this department with an updated copy, reflecting this information, for our files prior to our approval of the construction plans. Also, please provide a copy of the approved easement encroachment when obtained.

If I can be of further assistance, please contact me.

Sincerely yours,

Billy J. Goolsby, PE.
Billy Goolsby
City/County Flood Ordinance Administrator

BG/ca

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 15, 1984

Mr. Elvidio Diniz
Resource Technology, Inc.
7800 Marble Ave. NE Suite 5
Albuquerque, New Mexico 87110

RE: DRAINAGE STUDY FOR VIA PARK BUSINESS/WAREHOUSE COMPLEX
(G16-D47) RECEIVED FEBRUARY 21, 1984

Dear Elvidio:

The above referenced plan, dated February 21, 1984, is approved.

Please attach a copy of this approved plan to the construction set prior to final sign-off.

If I can be of further assistance, please contact me.

Sincerely yours,

Billy J. Goolsby

Billy J. Goolsby, P.E.
City/County Flood Ordinance Administrator

BJG/ca

41432

DRAINAGE INFORMATION SHEET

916/D08 new

PROJECT TITLE: BRUNACINI WAREHOUSE/OFFICE UNITS ZONE ATLAS/DRNG. FILE #: G-19

LEGAL DESCRIPTION: LOTS 3B, 3C & 30 HAHN PARCEL

CITY ADDRESS:

ENGINEERING FIRM: TOM MANN & ASSOCIATES CONTACT: JAY T. OLSON

ADDRESS: 811 DALLAS NE; 87110 PHONE: 265-5611

OWNER: GEORGE BRUNACINI CONTACT: GEORGE BRUNACINI

ADDRESS: PHONE: 822-2692

ARCHITECT: BILL BUCKLEY CONTACT: BILL BUCKLEY

ADDRESS: 3625 CENTRAL NE; 87108 PHONE: 255-9196

SURVEYOR: TOM MANN CONTACT: JAY T. OLSON

ADDRESS: 811 DALLAS NE; 87110 PHONE: 265-5611

CONTRACTOR: — CONTACT: —

ADDRESS: — PHONE: —

RECEIVED APR 04 1985 HYDROLOGY SECTION

PRE-DESIGN MEETING:

✓ YES

___ NO

✓ COPY OF CONFERENCE RECAP SHEET PROVIDED

84-724 10/16/84

DRB NO. 85-263

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

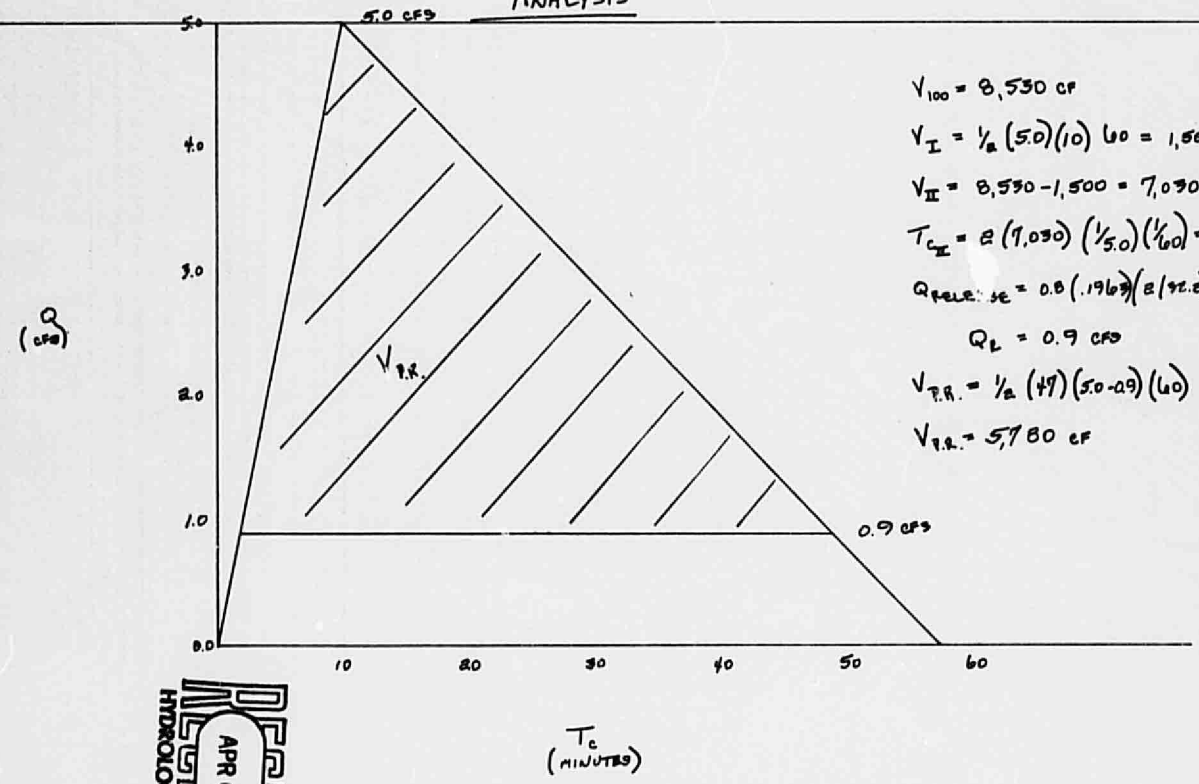
___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: APRIL 2, 1985

BY: Jay T. Olson

BASIN A HYDROGRAPH ANALYSIS



$V_{100} = 8,530$ CF

$V_I = \frac{1}{2}(5.0)(10)\,60 = 1,500$ CF

$V_{II} = 8,530 - 1,500 = 7,030$ CF

$T_{c_{II}} = 2(7,030)\left(\frac{1}{5.0}\right)\left(\frac{1}{60}\right) = 46.9$ MIN

$Q_{RELEASE} = 0.8(.1963)(2(32.2)0.9)^{1/2}$

$Q_L = 0.9$ CFS

$V_{P.R.} = \frac{1}{2}(49)(5.0-0.9)(60)$

$V_{P.R.} = 5,780$ CF

RECEIVED
APR 04 1985
HYDROLOGY SECTION

44-32

MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

HYDROLOGY SECTION PROJ. NO. 6/16 DATE: 10/17/84

PLANNING DIVISION NO. 3a - SCANDINAVIAN INTER

BUILDING PERMIT

CONFERENCE RECAP

SUBJECT: Lot 3a, 3b, 3c + 3d (REPLAT OF PARCEL 3) OF the ~~Hrown~~ HOHN PARCEL

WHO	REPRESENTING
ATTENDANCE: JEFF MORTENSEN	
FRED J. AGUIRRE	

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HYDROLOGY SECTION

FINDINGS:

1. AN APPROVED DRAINAGE PLAN IS REQUIRED FOR EACH LOT PRIOR TO BUILDING PERMIT SIGN-OFF BY HYDROLOGY
2. CONTROLLED DISCHARGE REQUIRED FROM EACH LOT BECAUSE OF FLOODING DOWNSTREAM

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: Fred J. Aguirre SIGNED: Jeffrey Mortensen

TITLE: TITLE:

DATE: 10/17/84 DATE: 10/17/84

G16/D68
FILED WITH CITY CLERK'S OFFICE
6/5/85 dw

The First National Bank in Albuquerque

May 15, 1985

Mr. Bob V. Stover
Chief Administrative Officer
City of Albuquerque
Post Office Box 1293
Albuquerque, New Mexico 87103

RE: Loan Reserve for Lots 3B, 3C, 3D Parcel 3 Tract 2 Hahn Parcel City of Albuquerque
Project No: 2487

Dear Mr. Stover:

This is to advise the City of Albuquerque that The First National Bank in Albuquerque ("FNBA") holds as a loan reserve the sum of Twenty-seven Thousand Six Hundred Fifty-five dollars and no/100 ($27,655.00) for the exclusive purpose of providing the financial guaranty required by the City of Albuquerque from George Brunacini ("Developer"), for the installation of those improvements in Lots 3B, 3C, 3D Parcel 3 Tract 2 Hahn Parcel Subdivision (Project No. 2487) identified in the Agreement between the City of Albuquerque and Developer, a copy of which is attached hereto as Exhibit "A", and is recorded in Book Misc. 234-A, at pages 813 to 832, of the records of the County of Bernalillo, State of New Mexico ("Agreement").

1. Reduction of Reserve. Release of funds from the loan reserve and reduction in the amount of the loan reserve as various stages of construction are completed will be accomplished only upon the written approval of William F. McNamara, City Engineering Department, or such other City representative as shall be designated by the City Engineer, and upon a notarized certification executed by the Chief Administrative Officer of the City of Albuquerque, indicating that a specified amount may be released from the loan reserve and that the reserve may be reduced to a specified dollar amount. Upon presentation to FNBA of the approval of the City Engineering Department and the certification of the Chief Administrative Officer, FNBA will deliver a revised version of this letter in the reduced amount required by the City and a release of the letter previously in effect for execution by an authorized City official. Each revised version of this letter will become effective only upon execution and delivery to FNBA of the release of the previous letter.

2. Liability of FNBA. Notwithstanding any agreement to the contrary between Developer the fact that the City Engineering Department's approval of partial completion of work on the project is or may be subject to final inspection and acceptance by the City of Albuquerque, the total liability of FNBA to the City of

Albuquerque with respect to Project No. 2487 shall at all times be limited to the dollar amount stated in the latest version of this letter which is then in effect, and such liability shall cease upon termination of the loan reserve as provided herein.

3. Draw on Reserve. If, by December 1, 1985, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City of Albuquerque, then upon presentation between the dates May 15, 1985, and February 1, 1986, inclusive, of the City's notarized certification, executed by the Chief Administrative Officer of the City of Albuquerque, stating that Developer has failed to comply with the terms of the Agreement, and also certifying the estimated costs of completing the improvements specified in the Agreement, then FNBA shall draw by cashier's check to the City of Albuquerque, from the loan reserve, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement, not to exceed the amount required to be held in the loan reserve according to the most recent version of this letter accepted by the City.

4. Termination of Reserve. This loan reserve for the benefit of the City of Albuquerque shall be irrevocable until the occurrence of one of the following:

a. The passage of sixty (60) days following final City acceptance of the completed improvements specified in the Agreement;

b. City notification of failure of Developer to comply with the terms of the Agreement, and payment by cashier's check from FNBA to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement, up to the amount then required to be held in the loan reserve; or

c. The expiration of the date February 1, 1986.

Approved As To Form
City Attorney
5/23/85

Very truly yours,

FIRST NATIONAL BANK IN ALBUQUERQUE

By: Robert J. Valdiviez
Robert J. Valdiviez, Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Assistant City Attorney

ACCEPTED:

CITY OF ALBUQUERQUE

By: Bob V. Stover 5.29.85
Bob V. Stover
Chief Administrative Officer

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

May 23, 1985

Mr. Jeff Mortensen
Tom Mann & Associates
811 Dallas NE
Albuquerque, NM 87110

REF: DRAINAGE PLAN FOR BRUNACINI WAREHOUSE/OFFICE UNITS (G16-D68) RECEIVED APRIL 4, 1985

Dear Jeff:

The referenced plan dated April 3, 1985 is approved for Building Permit.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM:mrk

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