

December 14, 1990

Mr. Fred Aquire
City Hydrologist
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Re:

Tracts A-1 and A-2

Montgomery Crossings Addition

Dear Fred:

As a part of the Drainage Approval for the FHP property at the N.W. Corner Tract A-1, it is understood that the Drainage Plan dated 3/18/88 and approved 4/5/88 is void and a Master Drainage Plan for the subdivision is included as a part of the Drainage Plan for F.H.P.

Sincerely,

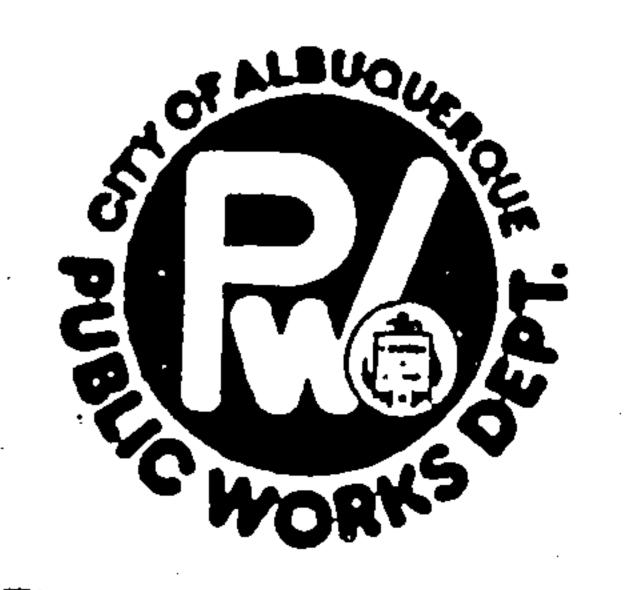
George R. Rainhart, A.I.A.

GRR:ks



FILE COPY

# CITY OF ALBUQUERQUE PUBLIC WORKS DEPARTMENT



INTER-OFFICE CORRESPONDENCE

April 18, 1988

ENGINEERING GROUP

TO:

Tom Aragon, Transportation System Division

FROM:

Fred J. Aguirre, Hydrologist; Engineering Group/PWD

SUBJECT:

PRIVATE DRAINAGE FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY/EASEMENT MONTGOMERY & GENERAL CHENAULT, NE (G-20/D4)

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

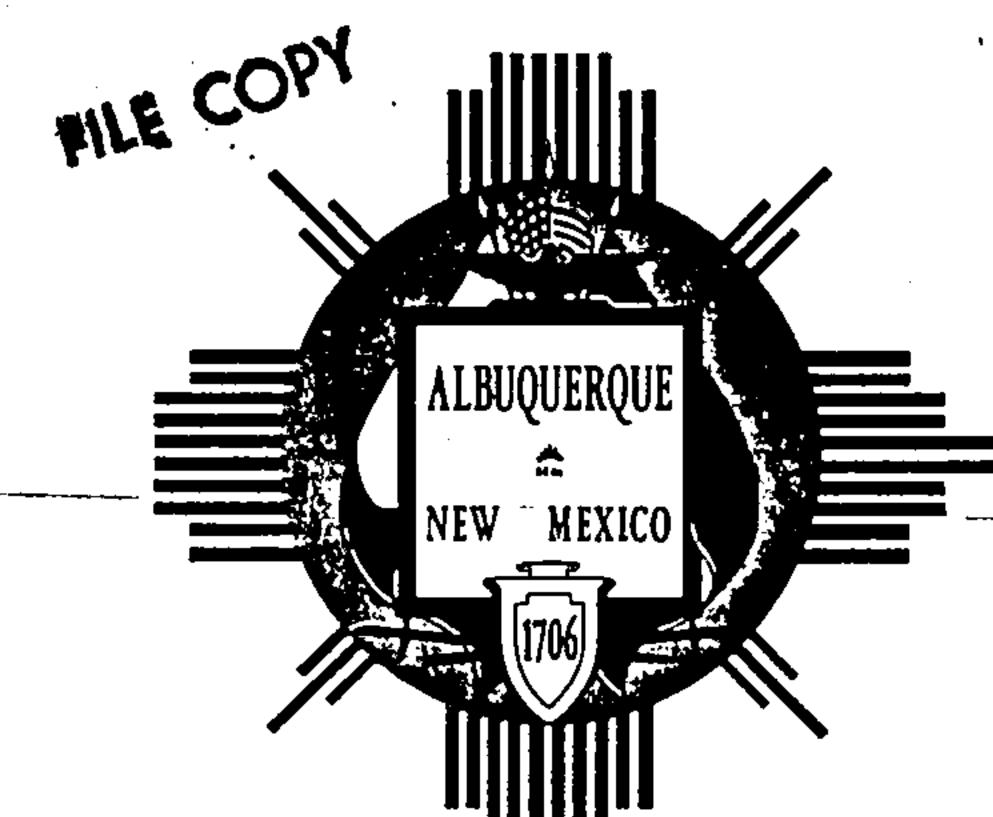
In accordance with the new process, this plan is being submitted to you for permitting and inspection. Please provide this section with a signed-off copy per the signature block upon construction and acceptance by your office.

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



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR

CHIEF ADMINISTRATIVE OFFICER DEPUTY CAO
PUBLIC SERVICES

DEPUTY CAO
PLANNING/DEVELOPMENT

**KEN SCHULTZ** 

**GENE ROMO** 

FRANK MARTINEZ

**BILL MUELLER** 

April 18, 1988

Daniel J. Grochowski, P.E. & L.S. Bohannan-Huston, Inc. 7500 Jefferson Street, NE Albuquerque, New Mexico 87109

RE: GRADING PLAN SUBMITTAL OF MONTGOMERY CROSSING

RECEIVED APRIL 5, 1988 FOR BUILDING PERMIT

& GRADING PERMIT APPROVAL (G-20/D4)

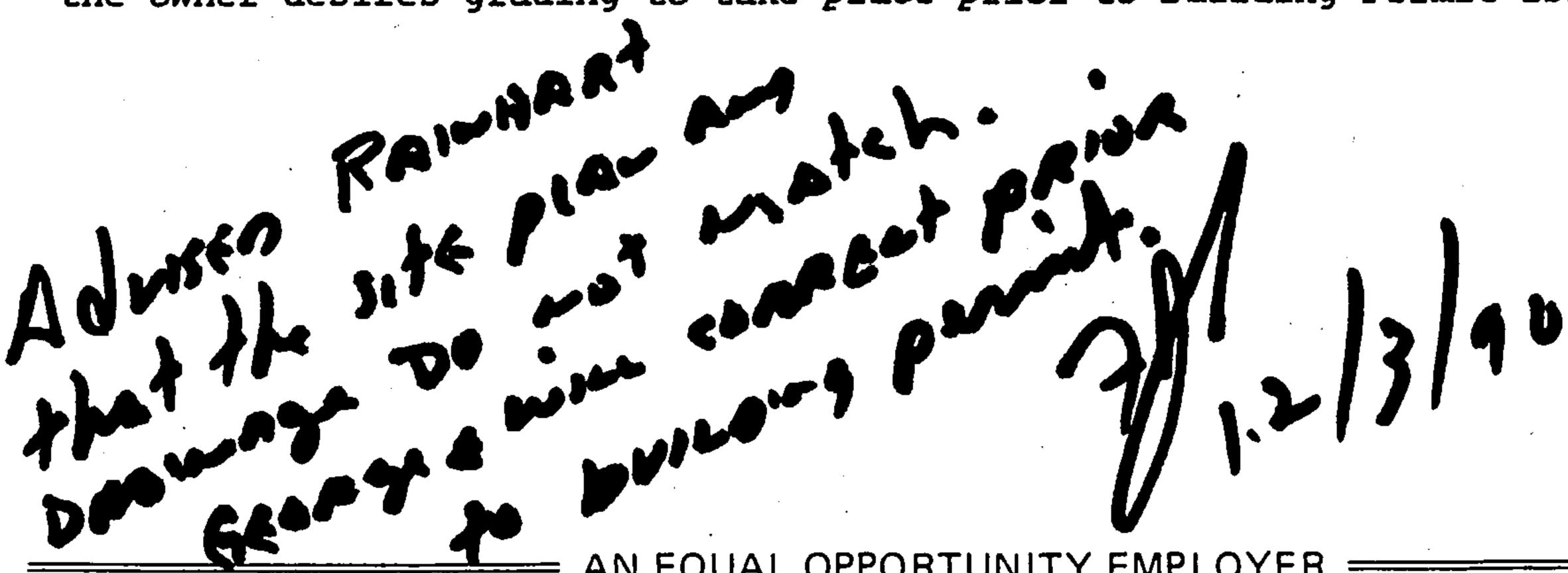
Dear Mr. Grochowski:

The above referenced submittal dated March 18, 1988 and revised April 5, 1988 is approved for Building Permits. Prior to Building Permit sign-off by Hydrology, an executed Drainage Covenant is required, establishing the private maintenance responsibilities for the public water detention ponds and easements on site. The D.R.B. also made the Drainage Covenant a requirement for Site Development Plan sign-off. A standard City Drainage Covenant form should be used.

Include this approved Grading Plan with the construction sets routed for sign-off for Building Permit and at the D.R.C. for public infrastructure construction.

Also approved is the design for the sidewalk culvert at the northwest corner of the project site. The contractor will need to obtain a separate Excavation Permit to do this construction within public right-of-way.

The Grading Permit can be approved after the contractor has obtained a Topsoil Disturbance Permit from the Environmental Health Department, if the owner desires grading to take place prior to Building Permit issuance.



Daniel J. Grochowski, P.E. April 18, 1988
Page 2

Building Permit approval for Building D will require review and approval of a site specific detailed Grading Plan.

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

Cordially,

Roger A. Green, P.E.

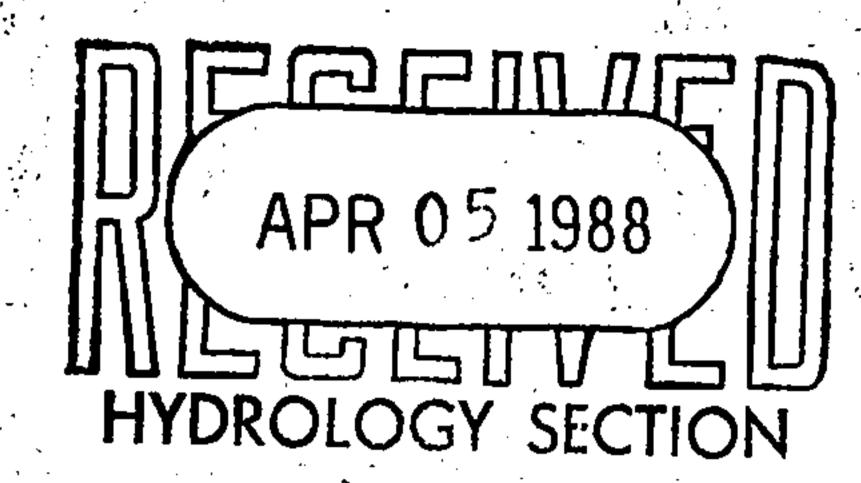
C.E./Hydrology Section

xc: Rick Green, de la Torre/Rainhart Becky Sandoval, Permits

RAG/bsj

1988 April

Mr. Roger A. Green, P.E. C.E./Hydrology Section City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103



Re: Final Grading Plan for Montgomery Crossing Phase III (G20/D4)

Dear Roger:

Attached are two copies of the final grading plan of the referenced site for building permit and rough grading approval. Since your approval for site plan sign-off on April 8, 1987, several changes have occurred to the site plan. The changes are reflected on the attached plan and are described below.

The easternmost building (with F.F.=84.8) has been rotated 90° clockwise and now has parking on the north side. The nearly square building at the center of the site (with F.F.=83.0) has been shifted ' north and no longer has parking on the north side of it. An entrance to the parking lot west of the building has divided the large ponding area into two smaller areas with a connector pipe, eliminating the need for an east/west access north of the pond. Finally, an additional rundown/ sidewalk culvert has been added to the northwest corner of the site, draining to General Chenault requiring a S.O. 19.

None of the above changes offset the flow calculation presented on the conceptual plan. The rundown from Hendrix, the ponding areas, and the drainage pipes will be shown and be a part of the public plan set.

If you have any questions or comments, please feel free to call.

Sincerely,

Daniel J. Grochowski, P.E. & L.S.

San Grobowshi

Project Manager

Attachments

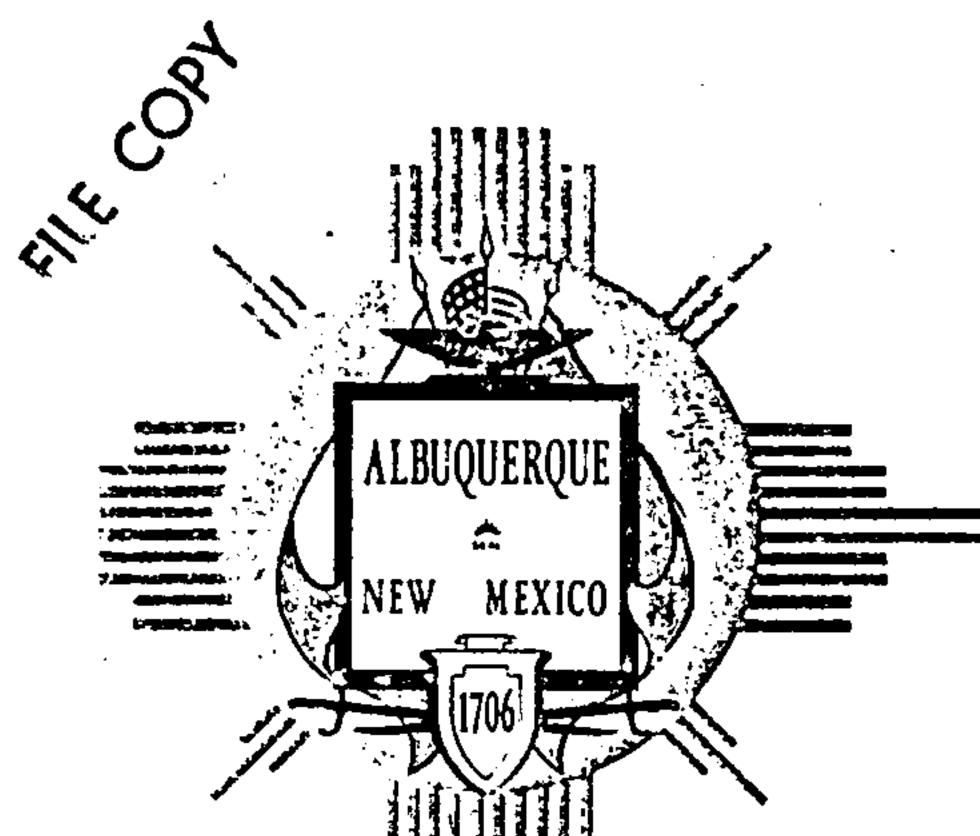
DJG/da 87423.01 Job No.

> PRINCIPALS LARRY W. HUSTON MICHIAL M. EMERY, P.E.

### DRAINAGE INFORMATION SHEET

	nery Crossing - Phase		
LEGAL DESCRIPTION:	ract A, Montgomery C	rossing Addition, P	hase III
CITY ADDRESS: N	<u>I/A</u>		
CNOTHEEVING LIVIS	nannan-Huston, Inc.	CONTACT:	Dan Grochowski
	00 Jefferson St., N.E buquqerque, NM 87109	<del>-</del>	823-1000 '
	n Development		Steve Johnson
	01 Louisiana Blvd., N buquerque, NM 87110	PHONE:	884-3930
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Torre-Rainhart	CONTACT:	George Rainhart
	O Lomas Blvd., N.E. buquerque, NM 87102	PHONE:	842-9500
SURVEYOR:		CONȚACT:	<del></del>
ADDRESS:	·	PHONE:	
CONTRACTOR:		CONTACT:	
ADDRESS:	• • • • • • • • • • • • • • • • • • •	PHONE:	
NO COPY OF CONFERENCE SHEET PROVIDED	APR 05 1988 HYDROLOGY SECTE RECAP	EPC NO.  PROJ. NO.	<u>436</u>
TYPE OF SUBMITTAL:	•	CHECK TYPE OF AP	PROVAL SOUGHT:
DRAINAGE REPORT	•	SKETCH PLAT	APPROVAL
DRAINAGE PLAN		PRELIMINARY	PLAT APPROVAL
CONCEPTUAL GRADING	S & DRAINAGE PLAN	SITE DEVELO	PMENT PLAN APPROVAL
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BY: Bohannan - Huston, Inc.



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz Mayor

UTILITY DEVELOPMENT DIVISION HYDROLOGY SECTION (505) 768-2650

April 8, 1987

Daniel J. Growchowski, P.E. Bohannan-Huston, Inc. 7500 Jefferson Street, NE Albuquerque, New Mexico 87109

RE: CONCEPTUAL GRADING & DRAINAGE PLAN SUBMITTAL OF ACADEMY

SHOPPING CENTER, OFFICE/RETAIL RECEIVED MARCH 16, 1987 FOR SITE

DEVELOPMENT PLAN APPROVAL (G-20/D4)

Dear Dan:

The above referenced submittal revised on March 12, 1987, is approved for Site Development Plan sign-off by the City Engineer.

Preliminary Plat approval will require an approved Infrastructure Listing. This listing must include the required public drainage facilities within the project site.

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

Cordially,

Roger A. Green, P.E.

C.E./Hydrology Section

RAG/bsj

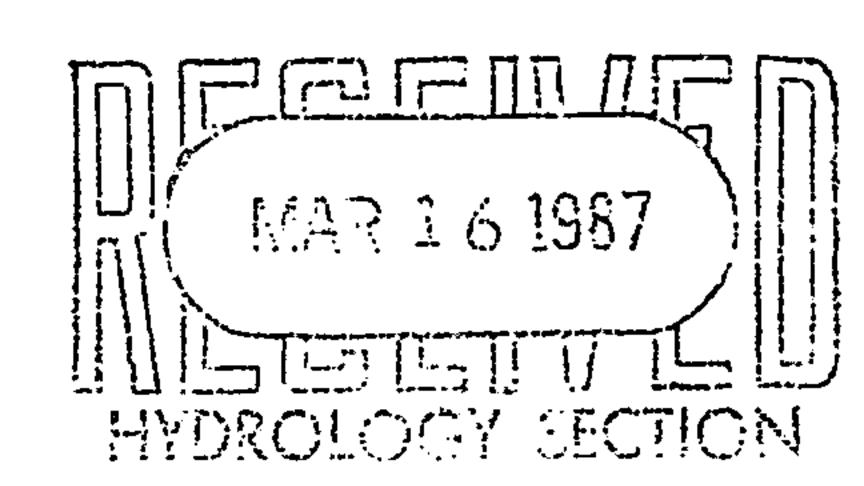
**PUBLIC WORKS DEPARTMENT** 

**ENGINEERING GROUP** 

Telephone (505) 768-2'

### March 16, 1987

Mr. Roger A. Green, P.E. Civil Engineer, Hydrology City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103



Re: Academy Shopping Center - Wyoming and Montgomery (G-20/D1, D4, D17)

Dear Roger:

Attached are two (2) copies of each of the three (3) revised conceptual grading and drainage plans for the referenced site. The three (3) site plans have been revised since we obtained your approval on the original conceptual grading and drainage plans. The attached plans reflect those revisions. The EPC will have a special hearing on March 26, at which time these three (3) site plans will be heard.

If you have any questions or comments, please feel free to give me a call.

Sincerely,

Daniel J. Grochoski, P.E. & L.S.

Project Manager

Attachments ·

cc: Steve Johnson George Rainhart

DJG/da

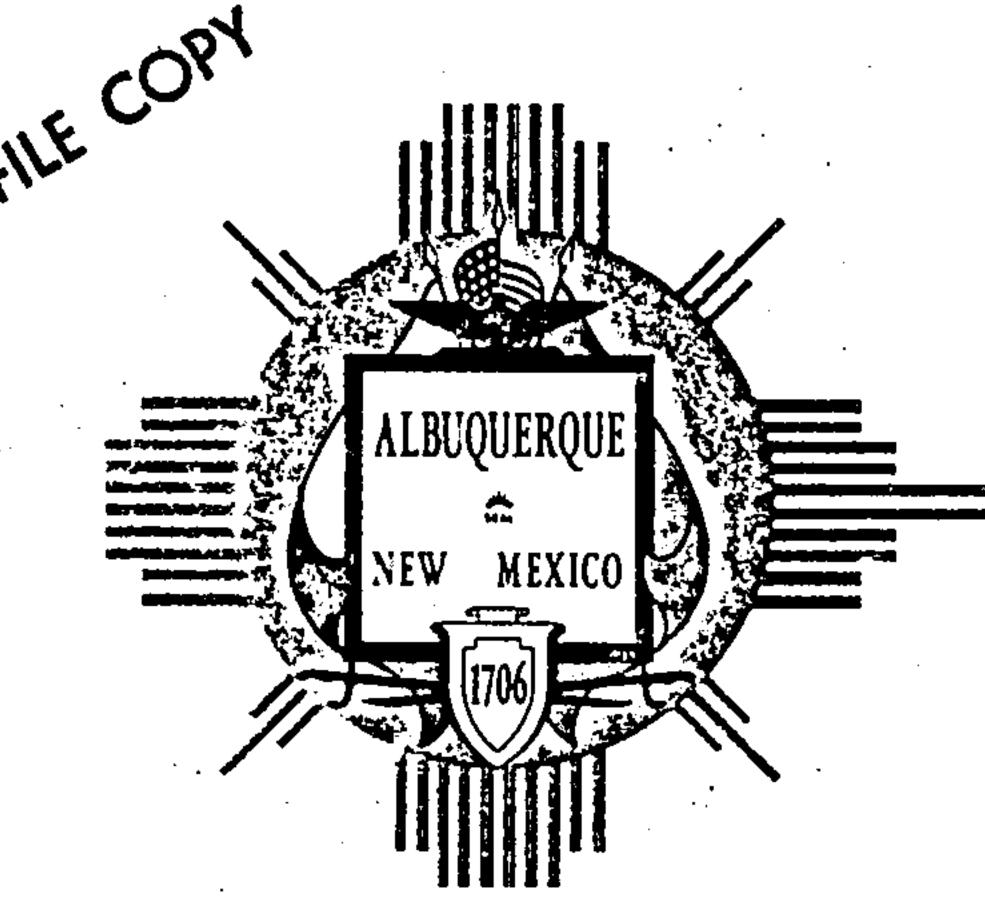
Job No. 64206

PRINCIPALS LARRY W HUSTON MICHIAL M. EMERY, PE ...

DANAIC WOOD, PE. ANDRES ARAGON-VIAMONTE DARRELL L. WADE, PE \_\_\_\_

JAMES V. DOMENICK, P.E. BRIAN G. BURNETT, P.E.

ACADEMY SHOPPING CENTER			
PROJECT TITLE: DEFICE RETAIL ZON	E ATLAS/DRN	NG. FILE #: ≤	<del>7-20/04</del>
LEGAL DESCRIPTION: PRITIONS BLOCKS 2 \$ 5A THO	MAS ADOC	CIONIPORTION	CHAFFIE'S
CITY HUDRESS: TY /		r	· · · · · · · · · · · · · · · · · · ·
ENGINEERING FIRM: BOHANHAH- HUSTON, 14C.	CONTACT:	DAN GRO	=4000 5K-1
ADDRESS: ALBUQUEROUS NOT 87109	PHONE:	823-100	<u>ک د</u>
OWNER: JOHNSON DEVELOPMENT  3001 LOWISIANA NE	CONTACT:	Steve	OHU2OH.
ADDRESS: ALBUQUERQUE, NOTES 7110	PHONE:	884-39	30
ARCHITECT: DE LA TORRE - RAINHART 700 LOMAS NE	CONTACT:	GEORGE	AINHART
ADDRESS: <u>ALBUQUERQUE, NM87162</u>	- PHONE:	842-95	
SURVEYOR:	CONTACT:	·	·
ADDRESS:	PHONE:		
CONTRACTOR:	CONTACT:	-	
ADDRESS:	PHONE:		
HYDROLOGY SECTION EP	B NO. C NO.		
TYPE OF SUBMITTAL: CHECK	TYPE OF AF	PROVAL SOUGHT	
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		ING PERMIT APP	
		VING PERMIT AF	
	OTHER		(SPECIFY)
DATE SUBMITTED: 3/16/87	·		
BY: BOHANNAM-HUSTON, INC.			



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz Mayor

UTILITY DEVELOPMENT DIVISION HYDROLOGY SECTION (505) 768-2650

February 20, 1987

Daniel J. Grochowski, P.E. Bohannan-Huston, Inc. 750 Jefferson Street, NE Albuquerque, New Mexico 87109

RE: REVISED CONCEPTUAL GRADING & DRAINAGE PLAN FOR ACADEMY SHOPPING CENTER, OFFICE/RETAIL, RECEIVED FEBRUARY 17, 1987 FOR SITE DEVELOPMENT PLAN APPROVAL (6-20/D4)

Dear Dan:

The above referenced submittal, revised February 12, 1987, is approved for Site Development Plan sign-off by the City Engineer.

Preliminary Flat approval will require an approved infrastructure Listing. This listing must include the required public drainage facilities within the project site.

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

Cordially,

Roger A. Green, P.E. C.E./Hydrology Section

RAG/bsj

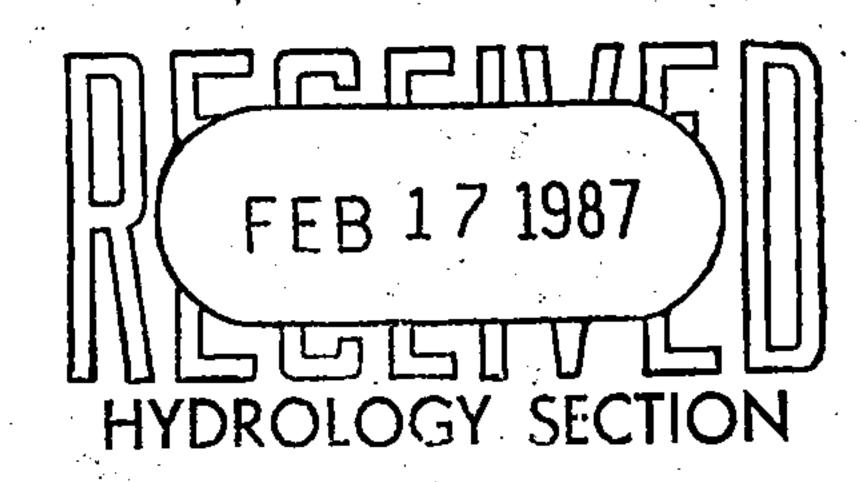
**PUBLIC WORKS DEPARTMENT** 

Walter Nickerson, P.E., City Engineer ENGINEERING GROUP

Telephone (505) 768-2500

### February 12, 1987

Mr. Roger A. Green, P.E. Civil Engineer, Hydrology City of Albuquerque P.O. Box 1293
Albuquerque, NM 87103



Re: Conceptual Grading and Drainage Plan for Office/Retail Complex Montgomery and General Chenault (G-20/D4)

### Dear Roger:

The site plan for the referenced site will be heard by the EPC on February 19, 1987. In an effort to obtain conceptual approval prior to the hearing, we submit the following in response to your comments in your letter of December 24, 1986.

1. Using a Q of 0.5 cfs per acre, we can discharge 3.3 cfs. Coupled with the 11.3 cfs entering from offsite, a total discharge of 14.6 cfs is allowed from the site. Maintaining the 9.7 cfs discharge from Basin A, Basin B is allowed a discharge of 4.9 cfs. The total Q must be reduced by the total on-site and off-site Q (39.4 cfs), less the total allowed discharge of 14.6 cfs. This Q is 24.8 cfs. Routing through the ponding area by HYMO gives a maximum pond volume of 18,730 cubic feet at a depth of 2.2 feet. The HYMO output is attached. The hydrograph used for input was determined using DPM Plate 22.2 F-1 with a peak flow of 29.0 cfs at a time of concentration of 10 minutes.

2. Drainage easement limits have been added to the plan to show the route public water will take as it crosses the site, including the ponding areas and its outlet pipe. The alley gutter section used to convey the public water will be a 2% inverted crown, 25 feet wide. The rundown from Hendrix to the alley gutter section will be 6 feet wide, 6 inches deep and have a minimum slope of 1%. The pond will be built to City standards and will have a maximum water depth of 2.2 feet. The pond outlet will have a 10 inch diameter opening and drain to the 24 inch storm drain in Montgomery in a 10 inch pipe. Again, all of these improvements will be in dedicated drainage easements.

If you have any questions or if there is anything I can do to expedite gaining a written approval prior to the EPC hearing on the 19th, please give me a call.

Sincerely,

Daniel J. Grochowski, P.E. & L.S.

Project Manager

cc: Steve Johnson George Reinhart

DJG/da Job No. 64025 PRINCIPALS

DANA C. WOOD, P.E.

ANDRES ARAGON-VIAMONTE

DARRELL L. WADE, P.E.

JAMES V. DOMENICK, P.E. ......
BRIAN G. BURNETT, P.E. .....

LARRY W. HUSTON
MICHIAL M. EMERY, P.E.

•		
DRAINAGE	INFORMATION	SHEET

PROJECT TITLE: <u>ACADERY SKOPPING CENTE</u>	70NF ATIAS/DRNG FILE #: 6-20/04
LEGAL DESCRIPTION: PORTIONS BLOCKS 2 3	5A THOMAS ADDITION; PORTION CHAPPIES GARDEN TERRACE PLAZZAULA
CITY ADDRESS: N.A.	GARDEN TERRACE PLAZA, UM
ENGINEERING FIRM: BOHANNAN - HUSTON	(NC. CONTACT: DAN GROCHOWSKI
·	$\cdot$
DWNER: JOHNSON PEVELOPPIENT 3001 LOUISIANA HE ADDRESS: ALBHAUERQUE, NM 871	CONTACT: STEVE JOHNSON
ADDRESS: ALBUQUERQUE, NH 871	0 PHDNE: 884-3930
ARCHITECT: DELATORRE - RAINHART	CONTACT: GEORGE RAINHART
ADDRESS: ALBUQUERQUE, NH B	7/02 PHONE: 842-9500
SURVEYOR:	
ADDRESS:	PHONE:
CONTRACTOR:	CONTACT:
ADDRESS:	PHONE:
YES  NO  COPY OF CONFERENCE RECAPHYDROLOGY S  SHEET PROVIDED	JEER NO.
TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT	SKETCH PLAT APPROVAL
DRAINAGE PLAN	PRELIMINARY PLAT APPROVAL
CONCEPTUAL GRADING & DRAINAGE PLAN	SITE DEVELOPMENT PLAN APPROVAL
GRADING PLAN	FINAL PLAT APPROVAL
EROSION CONTROL PLAN  ENGINEERIC CERTIFICATION	BUILDING PERMIT APPROVAL
ENGINEER'S CERTIFICATION	FOUNDATION PERMIT APPROVAL  CERTIFICATE OF OCCUPANCY APPROVAL
	ROUGH GRADING PERMIT APPROVAL
	GRADING/PAVING PERMIT APPROVAL
	OTHER (SPECIFY)
DATE SUBMITTED: 2/2/87	
BY: BOHANNAN-HUSTEN, INC	



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

# HYDROLOGY SECTION 128-Contral NW, Albuquerque, NM-87-102 1805)-766-764-4

December 24, 1986

Daniel J. Grochowski, P.E. Bohanan - Huston Inc. 7500 Jefferson, NE Albuquerque, NM 87109

RE: Conceptual Grading and Drainage Plan submittal of Academy shopping Center, Office/Retail, received December 1, 1986 for Site Development Plan Approval. (G20/D4)

Dear Dan,

I have reviewed the above referenced submittal dated December 1, 1986 and have the following comments to be addressed:

- 1. The allowed discharge rate from your development to General Chenault St. is limited to downstream capacity, not historic rates. Without the benefit of downstream capacity analysis, a controlled discharge rate of 0.5 cfs per acre is allowed. Offsite flows may be conveyed through the project site and discharge at their existing discharge rates. Your proposed detention pond calculations show a pond discharge of 14.1 cfs, and when added to the 9.7 cfs free discharge from Basin A, exceeds the allowable for the site.
- 2. Provide more details to convey offsite flows from Hendrix Rd. across the project site to general Chenault St. Runoff from a public street must be conveyed across private property with a channel or subsurface storm drain, within a Public Drainage easement or R.O.W. built to City standards. Public flows across parking areas are not allowed. The preferred alternative is to collect the flows in Hendrix Road with catch basins and divert them to an existing storm system were capacity exists.

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

RG/db

G20D4

xc: Andre Houle, DRC

Sincerely,

Roger A. Green, P.E.

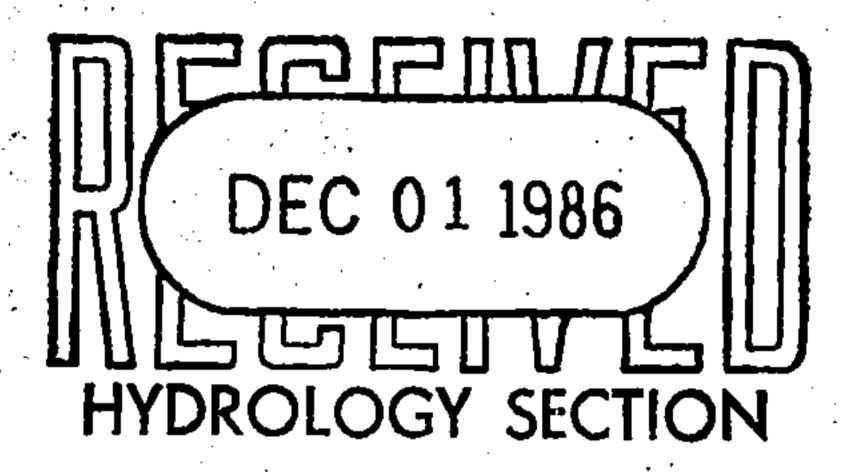
Civil Engineer, Hydrology

PUBLIC WORKS DEPARTMENT

Waiter Nickerson, P.E., City Engineer

**ENGINEERING GROUP** 

Telephone (505) 768-2500



December 1, 1986

Mr. Carlos Montoya C.E./Hydrology Section City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103

Re: Academy Shopping Center (Office/Retail) (G20)

Dear Carlos:

Attached are two copies of the conceptual grading and drainage plan for the referenced site for review and approval. Our pre-design conference recap sheet is also attached. A submittal has already been made to the EPC and will be heard on January 15. We are only requesting conceptual approval at this time for the EPC hearing.

Sincerely,

Daniel J. Grochowski, P.E. & L.S.

Dankonsko

Project Manager

Attachment

cc: Steve Johnson

DJG/da Job No. 64025

### DRAINAGE INFORMATION SHEET

ACADEMY SHOPPING CENTER		<b>,</b>
PROJECT TITLE: OFFICE RETAIL	ONE ATLAS/DRI	NG. FILE #: <u>525/D</u>
LEGAL DESCRIPTION: PORTIONS BLOCKS 245A	THOMAS AD	DOUGH; PORTION CHAFFIE'S
CITY ADDRESS: W.A.		CARREN LERRACE L'LAZA
ENGINEERING FIRM: BOHANNAN- HUSTON, INC	CONTACT:	DAN GRŒHOUSKI
ADDRESS: ALBUA, AM & 7109	PHONE:	823-1000
DWNER: JOHNSON DEVELOPITENT 3001 LOUISIANA NE	CONTACT:	SEVE CLOSHISON
ADDRESS: ALBUA, NM 87110	PHONE:	<u>884-3930</u>
ARCHITECT: DE LA TORRES RAINHART 700 LOMAS NE ADDRESS: ALBUS, NM 87102	CONTACT:	GEORGE RAINHART
ADDRESS: ALBUS, NM 87102	PHONE:	842-95-00
SURVEYOR:	CONTACT:	· •
ADDRESS:	PHONE:	
CONTRACTOR:	CONTACT:	<del></del>
ADDRESS:	PHONE:	
PRE-DESIGN MEETING:  YES  NO HYDROLOGY SECTION  COPY OF CONFERENCE RECAP SHEET PROVIDED	DRB NO EPC NO PROJ. NO	
DRAINAGE REPORT DRAINAGE PLAN	_ SKETCH PLAT _ PRELIMINARY _ SITE DEVELO _ FINAL PLAT _ BUILDING PE _ FOUNDATION _ CERTIFICATE _ ROUGH GRADI	PLAT APPROVAL  PMENT PLAN APPROVAL
DATE SUBMITTED: 12/1/86  BY: BOHANNAN-HUSTON INC		
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# CITY OF ALBUQUERQUE MUNICIPAL DEVELOPMENT DEPARTMENT ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

### CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: (7 2 0	DATE: 10/16/85
PLANNING DIVISION NOS: EPC:	DRB:
SUBJECT: HELDRIK TUWWLOUICI	Enst Cuc-We-Inc)
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SUBDIVISION NAME: Lots 19-28 BLA 6	- Lots 10 3, Bex L. Thomas Asia
APPROVAL REQUESTE	
PRELIMINARY PLAT	FINAL PLAT
SITE DEVELOPMENT PLAN	BUILDING PERMIT
OTHER	ROUGH GRADING
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WHO	REPRESENTING
ATTENDANCE: 15/2 Wood	7)ruc 1/15
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he undersigned agrees that the above findings	are summarized accurately and
re only subject to change if further inves	tigation reveals that they are not
easonable or that they are based on inaccurat	e intormation.
SIGNED: May SIGNED	: 1mm
TITLE: TITLE:	······································
DATE: 10/16/85 DATE:	1(1)196
**NOTE** DIFASE DROVIDE A CODY OF THIS RECAR	WITH THE DRAINAGE SUBMITTAL

COPINAL RACK

20 April 1979

Mr. Richard S. Heller, City Engineer 400 Marquette Avenue, N.W. P.O. Box 1293 Albuquerque, New Mexico 87103

Dear Mr. Heller:

This will confirm our understanding of the conclusions reached in our discussion in your office last Monday, April 16, 1979, concerning the phase development of the cul de sacs and streets shown on the plat of Chaffee's Garden Terrace Plaza, Unit 1, a townhouse development.

Mr. Chaffee and I attended this meeting with you and Messrs. Q. R. Keilich and Bruno Conegliano.

It shall be our responsibility to provide the city with engineering details for the facility to convey surface water runoff from the eastern cul de sac to the upper ponding area. Upon receipt of this information, the city will proceed with the street design. While this design work is being done, we will analyze the possibility of eliminting the need for the lower level pond by providing adequate water control on the phase 1 site itself. If this proves to be impossible, we will then prepare and furnish design details describing the overflow structure to be provided between the upper and lower level ponding areas, and a grading design for the lower ponding area (western) to retain storm drainage prior to completion of the second phase of the development plan. The city will then release the completed street design for construction under the Albuquerque Home Building Association contract policy.

We appreciate your arranging this meeting to resolve the above matter, because, as you know, we are anxious to proceed.

Sincerely yours,

DONALD A. KRIIEGER

CC: Q. R. Kielich, Asst. City Engineer

CC: Bruno Conegliano, City Hydrology Engineer

CC: Harold Chaffee, Owner



### Goldberg · Mann & Associates

Engineers-Planners

911 Pennsylvania St. Albuquerque, New Mexico 87110

(505) 265-3521

December 5, 1978

8-98

Mr. Bruno Conegliano
Assistant City Engineer/Hydrology
Department of Public Works
P.O. Box 1293
Albuquerque. New Mexico 87103

Re: Thomas Addition Townhouses

Dear Bruno:

In accordance with our discussions, I have modified our drainage report dated November 13, 1978 as follows.

- 1. The retention pond along the north property line and the catch basin system have been deleted.
- 2. Retention ponds will be constructed within the drainage easement. The pond volumes are 1,800 c.f. and 940 c.f.
- 3. A third pond will be constructed in the northeast parking area. The pond volume is 420 c.f.
- 4. The total pond volume now is 4,734 c.f., which is still in excess of the required 4,441 c.f.
- 5. Attached is a revised grading plan showing the modifications.

With these modifications, I hope that you can approve the Development Plan for the project.

Sincerely yours,

Thomas T. Mann, Jr., P.E.

President

TTM: jj

### Attachment 1

### Calculations

West Pond

$$\frac{5.3 + 2.5}{2}$$
 (400) = 1,800 c.f.

East Pond

$$\frac{3.0 + 1.7}{2}$$
 (400) = 940 c.f.

Northeast Pond

$$\frac{1.3 + 0.8}{2} (400) = 420 \text{ c.f.}$$

Total Pond Volume

= 4,734 c.f.



November 17, 1978

Mr. Bruno Conegliano
Assistant Engineer for Hydrology
Public Works Department
City of Albuquerque
P. O. Box 1293
Albuquerque, New Mexico

Re: Drainage Report - Thomas Addition Replat

Dear Mr. Conegliano:

The undersigned understands that a ponding area is to be maintained on the 23° x 115° tract adjacent to the northern property line shown on the accompanying Site Development Plan, as previously discussed with you.

In the event the individual sites are all sold and the undersigned ceases to own any property abutting the proposed ponding area, said ponding area and the responsibility for its maintenance, will be transferred to the Owners Association governing common area for the adjacent townhouses.

Sincerely yours,

Harold D. Chaffee



### Goldberg · Mann & Associates

Engineers-Planners

911 Pennsylvania St.

Albuquerque, New Mexico 87110

(505) 265 - 3521

November 13, 1978

8-98

Mr. Bruno Conegliano City Hydrologist P.O. Box 1293 Albuquerque, New Mexico 87103

Re: Drainage Report for the Thomas Addition Townhouses

Dear Bruno:

Transmitted herewith are two (2) copies of the Drainage Report for Thomas Addition Townhouses. At this time we are requesting your conceptual approval so that we can obtain approval of the development plan. Detailed construction drawings will be submitted for your approval within 30 to 45 days.

Sinkerely yours,

Thomas T. Mann, Jr., F.E.

TTM: jj

# CITY OF ALBUQUERQUE PUBLIC WORKS DEPARTMENT UTILITY DEVELOPMENT DIVISION/HYDROLOGY SECTION

PRE-DESIGN CONFERENCE

DRAINAGE FILE/ZONE ATLAS PAGE NO.: 12/13/90 DATE: 12/13/90
EPC NO.: DRB NO.: ZONE:
SUBJECT: MONTGOMERY (RUSJING PLAST III (FHP)
STREET ADDRESS: CORNER OF GEN Channut and Montgomen, (Sto
LEGAL DESCRIPTION:
BECILE DECORTETION.
APPROVAL REQUESTED: X PRELIMINARY PLAT FINAL PLAT
SITE DEVELOPMENT PLAN BUILDING PERMIT
GRADING/PAVING PERMIT OTHER
WHO REPRESENTING
ATTENDANCE: Steve CRAWFORD BYCW
GEORGE RAIL HART DELA TORRE Par-Haut
FINDINGS:
1. Owner or AGE-t will summit A LETTER to this OFFICE
VUIDING MASTER DAN DATED 3/18/88, APPROVED 4/18/88. REUISED
4/5/88
2. A DROWDSE PLON WILL BE SUBMITTED FUR THE REPLAT
OF MONTGOMERY CRUISING PHASE III AND FOR
BUILDING PERMIT OF FNP
3. THE DROWDSE PURN WILL ADDRESS TREATMENT
OF the public propriority of site from 5
AND WILL CONSTRUCT STARY OFF-5/th improver
AS A port of the FHP BUILDING DERMIT
$\frac{1}{\sqrt{2}}$
4. COULLANTS WILL NEED to be UPDATED OR PROVIDED
For the Mintender or the point fig. thust
DURTIONS NOT BUILT TO CITY STONARD
The undersigned agrees that the above findings are summarized accurately and are only
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: Signed: Signed: Signed: Miller Signed:
TITLE: Project Engineer
DATE: $\frac{12/13/90}{}$ DATE:
**NOTE** PLEASE PROVIDE A COPY OF THIS PRE-DESIGN FORM WITH THE DRAINAGE SUBMITTAL.

2 - 1 - 1



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

# 

December 24, 1986

Daniel J. Grochowski, P.E. Bohanan - Huston Inc. 7500 Jefferson, NE Albuquerque, NM 87109

RE: Conceptual Grading and Drainage Plan submittal of Academy shopping Center, Office/Retail, received December 1, 1986 for Site Development Plan Approval. (G20/D4)

Dear Dan,

I have reviewed the above referenced submittal dated December 1, 1986 and /have the following comments to be addressed:

- 1. The allowed discharge rate from your development to General Chenault St. is limited to downstream capacity, not historic rates. Without the benefit of downstream capacity analysis, a controlled discharge rate of 0.5 cfs per acre is allowed. Offsite flows may be conveyed through the project site and discharge at their existing discharge rates. Your proposed detention pond calculations show a pond discharge of 14.1 cfs, and when added to the 9.7 cfs free discharge from Basin A, exceeds the allowable for the site.
- 2. Provide more details to convey offsite flows from Hendrix Rd. across the project site to general Chenault St. Runoff from a public street must be conveyed across private property with a channel or subsurface storm drain, within a Public Drainage easement or R.O.W. built to City standards. Public flows across parking areas are not allowed. The preferred alternative is to collect the flows in Hendrix Road with catch basins and divert them to an existing storm system were capacity exists.

If you have any guestions call me at 768-2650.

RG/db

G20D4

xc: Andre Houle, DRC

Sincerely,

Roger A. Green, P.E.

Civil Engineer, Hydrology

**PUBLIC WORKS DEPARTMENT** 

Walter Nickerson, P.E., City Engineer

**ENGINEERING GROUP** 

Telephone (505) 768-2500

# DRAINAGE REPORT

for the

# THOMAS ADDITION TOWNHOUSE PROJECT





### Goldberg · Mann & Associates

Engineers · Planners

911 Pennsylvania St.

Albuquerque, New Mexico 87110

(505) 265-3521

November 13, 1978

8-98

Mr. Harold Chaffee c/o Don Krueger 7800 Phoenix N.E. Albuquerque, New Mexico 87110

Re: Drainage Report for the Thomas Addition Townhouses

Dear Mr. Chaffee:

We are herewith transmitting three (3) copies of the Drainage Report for the Thomas Addition Townhouses.

The drainage plan is in accordance with the requirements of the City of Albuquerque, Resolution 1972-2 and the Albuquerque Metropolitan Arroyo Flood Control Authority.

We have enjoyed working with you on this project and look forward to future opportunities to assist you.

Singerely yours,

Thomas T. Mann,

P.E.

President

TTM: jj Enc. 3

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Location and Description
Design Criteria
Existing Drainage Conditions
Proposed Drainage Conditions
Conclusions
Calculations

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Figure 2. Intensity/Duration/Frequency Curves

Figure 3. Flood Plain Map

Figure 4. Upland Drainage Basins

Figure 5. Grading Plan

### PURPOSE AND SCOPE

The purpose of this drainage plan is to establish the criteria for controlling surface runoff from a particular development in a manner that is acceptable to the City of Albuquerque and to the Albuquerque Metropolitan Arroyo Flood Control Authority.

This plan will determine the runoff resulting from a 100 year frequency storm falling on the site under existing and developed conditions.

The scope of this plan is to ensure that the proposed project will be protected from storm runoff and that the construction of this project will not increase the flooding potential of the adjacent properties.

#### LOCATION AND DESCRIPTION

The Thomas Addition Townhouses are comprised of Lots 17 through 26, Block 2 and Lots 18 through 28, Block 5 of the Thomas Addition. The project is located on both sides of Hendrix Road N.E. between General Chenault Street and Moon Street. The project site is shown in Figure 1, Vicinity Map.

The parcel is approximately 1.41 acres in size and will be developed as a 28-unit townhouse complex. The natural topography of the area slopes from east to west at approximately 3 percent.

### DESIGN CRITERIA

In analyzing the storm runoff, The Rational Formula, Q = CIA is used.

#### Where:

- Q = Runoff quantity in cubic feet/second
- A = Contributing area in acres
- I = Intensity in inches/hour for a duration equal
   in minutes and obtained from Figure 2,
   Intensity Duration Frequency Curves,
   Albuquerque Area 1961. (Note: Where a Time
   of Concentration (Tc) is less than ten minutes,
   the intensity value derived from a Tc of ten
   minutes is employed.)
- C = Runoff Coefficient (No Units). This coefficient
   represents the integrated effects of infil tration, detention storage, evaporation,
   retention, flow routing, and interception which
   all affect the time distribution and peak rate
   of runoff.

### EXISTING DRAINAGE CONDITIONS

The flood plain for the area is shown in Figure 3.

The existing contours and upland drainage basins are shown in Figure 4. Approximately 3.1 acres of urbanized area contribute runoff to Hendrix Road N.E. which runs through the project site. The land adjacent to the project site on the east is currently under development and will contribute flows only to the street and not onto the project site. The land to the north and west is lower than the project site.

An existing block wall along the south property line prevents runoff from entering the site from that direction.

Therefore, only the runoff from the street is considered significant. Other runoff is negligible.

It is estimated that the 3.1 acres of upland drainage contributes approximately 12 CFS of flow to Hendrix Road.

### PROPOSED DRAINAGE CONDITIONS

The proposed grading plan is shown in Figure 5. The offsite flows entering the site via Hendrix Road will be conveyed into a retention pond adjacent to the north property line. Flows in excess of the inlet capacity will be allowed to overflow the inlet into a drainage easement that connects the two cul-de-sacs.

All rear yards will contain ponds of sufficient capacity to retain 100 percent of the runoff from a 100 year frequency storm. The pond adjacent to the north property will have a capacity to retain 50 percent of the runoff

from a 100 year storm minus the capacity of the rear yard ponds. The pond sizes are as follows.

Pond	Volume	Drainage Area
North Units	352 c.f.	1,760 s.f.
South Units	864 c.f.	4,320 s.f.
East Units	358 c.f.	1,792 s.f.
North P/L	3,200 c.f.	12,000 s.f. + upland

### CONCLUSIONS

The following conclusions and recommendations are made for the development of the Thomas Addition Townhouses.

- 1. Convey runoff from the upland drainage basin into a retention pond utilizing a drop inlet and pipe.
- 2. Allow runoff in excess of the inlet capacity to enter a drainage easement between cul-de-sacs.
- 3. Construct ponds in near yards to retain runoff from half of roof and rear yard.
- 4. Total retention pond volume should be in excess of 4,441 cubic feet.

### CALCULATIONS

Area of Project = 61,592 s.f.

Area of Impervious Surfaces = 44,410 s.f.

Required Volume of Ponds =  $0.1 \times 44,410 = 4,441 \text{ c.f.}$ 

### Upland Drainage

3.4  $\times 40,000/43,560 = 2.3$  acres

Length of basin = 350 feet

Change in Elevation = 6 feet

Slope = 
$$\frac{6}{350}$$
 = 0.02

$$Tc = \frac{350}{3 \times 60} = 2 \text{ minutes}$$

Use 10 minutes

i = 5.4 inches/hour

i = 0.70 for urbanized area

Q = cia

Q = 0.70 (5.4) 2.3 = 8.7 cfs

### Pond Volumes

South Units - Rear Yard

 $Area = 270' \times 16'$ 

Volume Required =  $270 \times 16 \times 0.2 = 864 \text{ c.f.}$ 

North Units - Rear Yard

 $Area = 110' \times 16'$ 

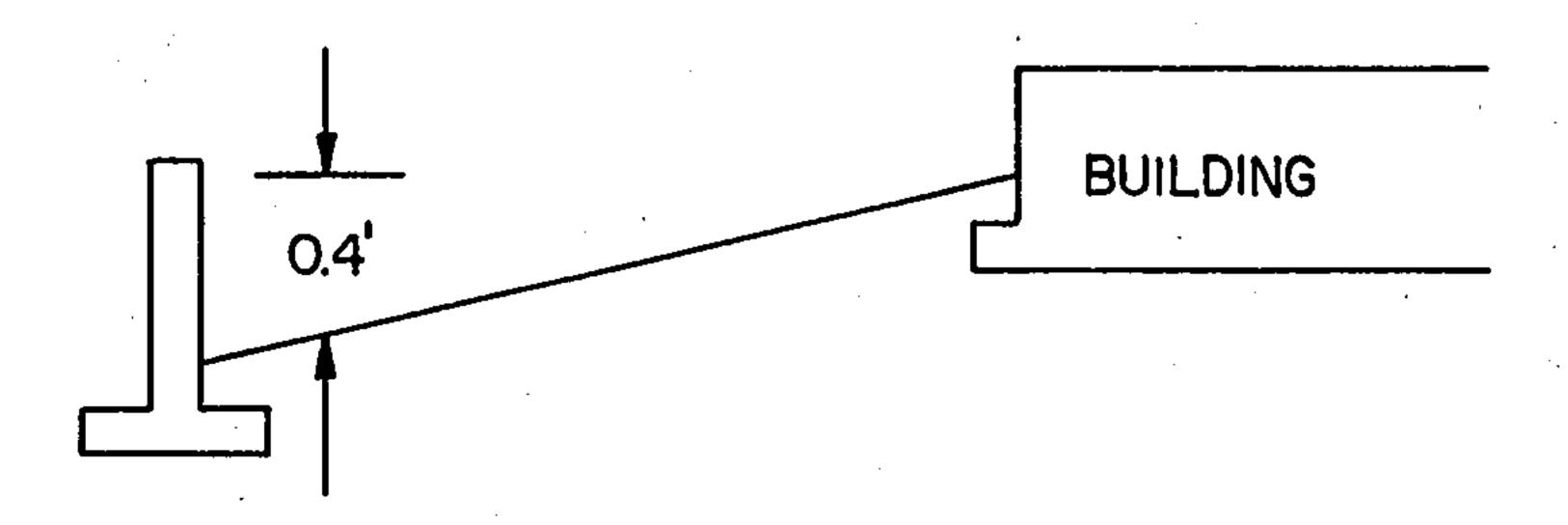
Volume Required =  $110 \times 16 \times 0.2 = 352 \text{ c.f.}$ 

East Units - Rear Yard

 $Area = 112' \times 16'$ 

Volume Required =  $112 \times 16 \times 0.2 = 358 \text{ c.f.}$ 

All rear yard pond shall be the width of the rear yard and slope to a depth of 0.4 feet deep at the rear fence.



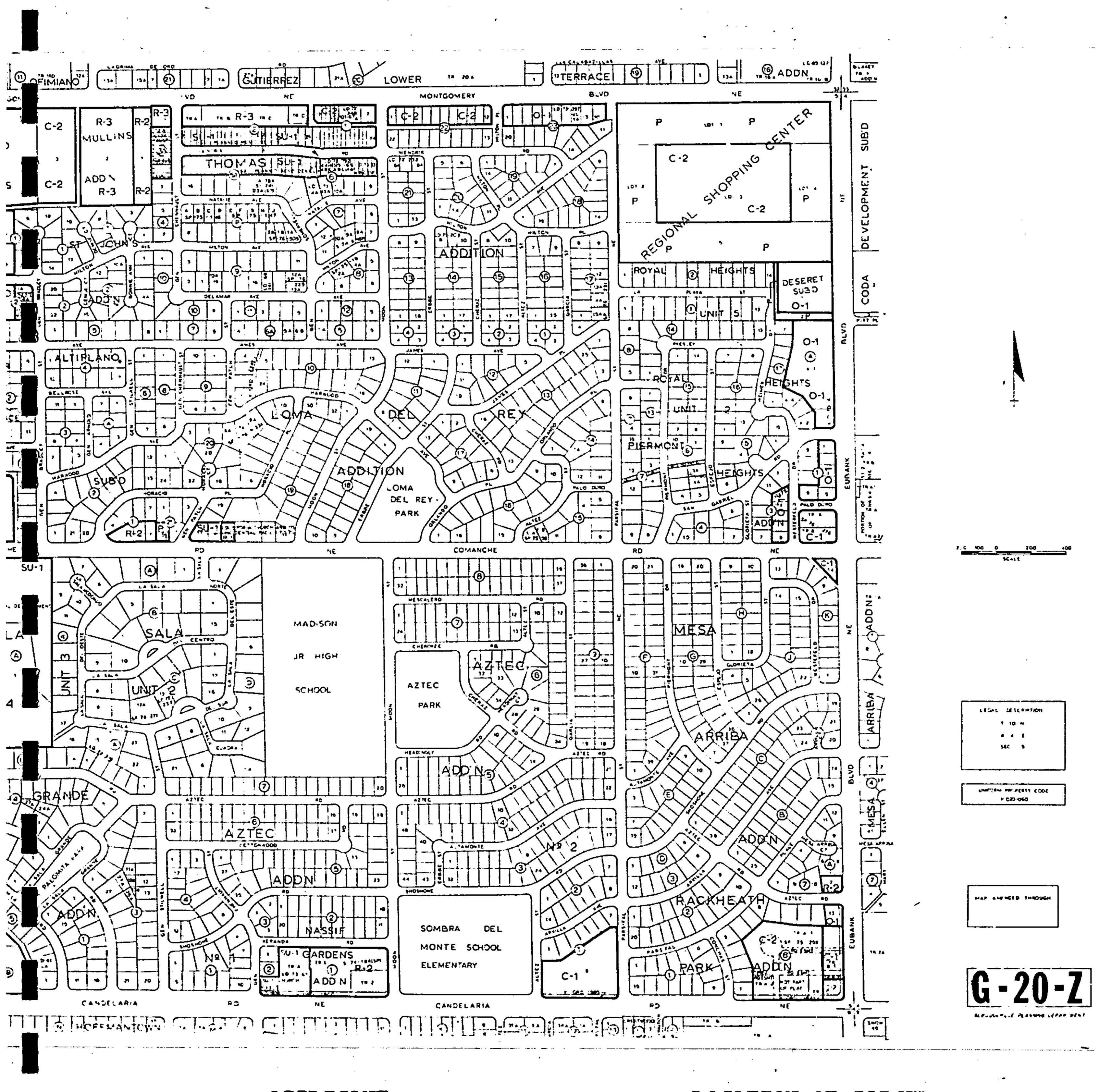
North P/L

20% of area drains to pond 12,000 s.f. 1,000 c.f.

1-single D inlet capacity 4 c.f.s. 2,400 c.f.

$$\frac{4.6 + 2(3.5) + 2(1.8) = 0.8}{2}$$
 400 = 3,200 c.f.

Total Pond Volume = 4,774 c.f.



### APPLICANT

### LOCATION OF PARCEL

NAME: Don Krueger, Architect ADDRESS: 7800 Phoenix, N.E. Albuquerque, N.M. 87112

293-7888 PHONE:

SIGNATURE:

BLOCK NO: 2-6 LOT NO: SUBDIVISION: Thomas Addition STREET ADDRESS: Hendrix Road N.E.

Albuquerque N.M.

CURRENT ZONING: SU 1

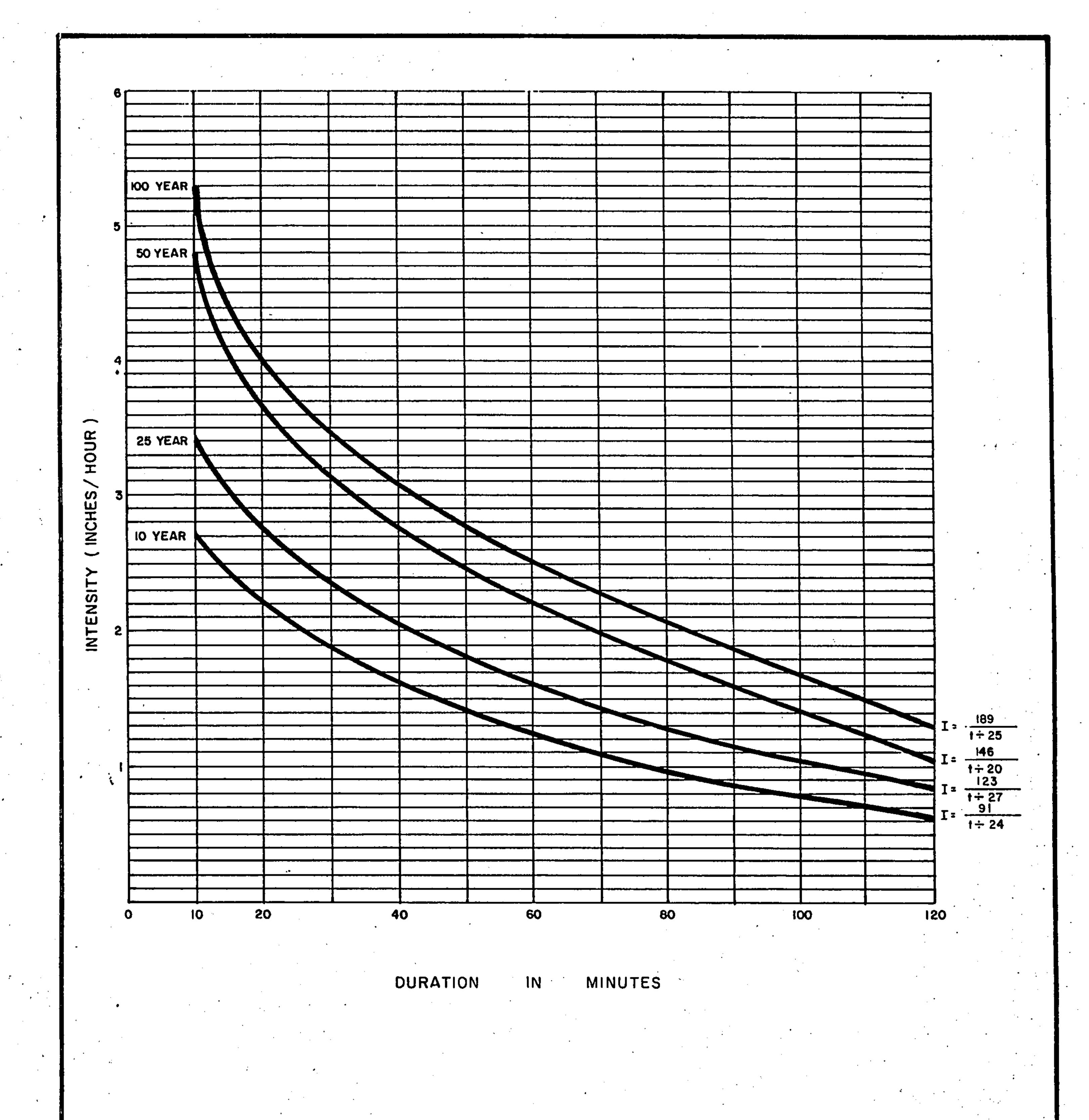
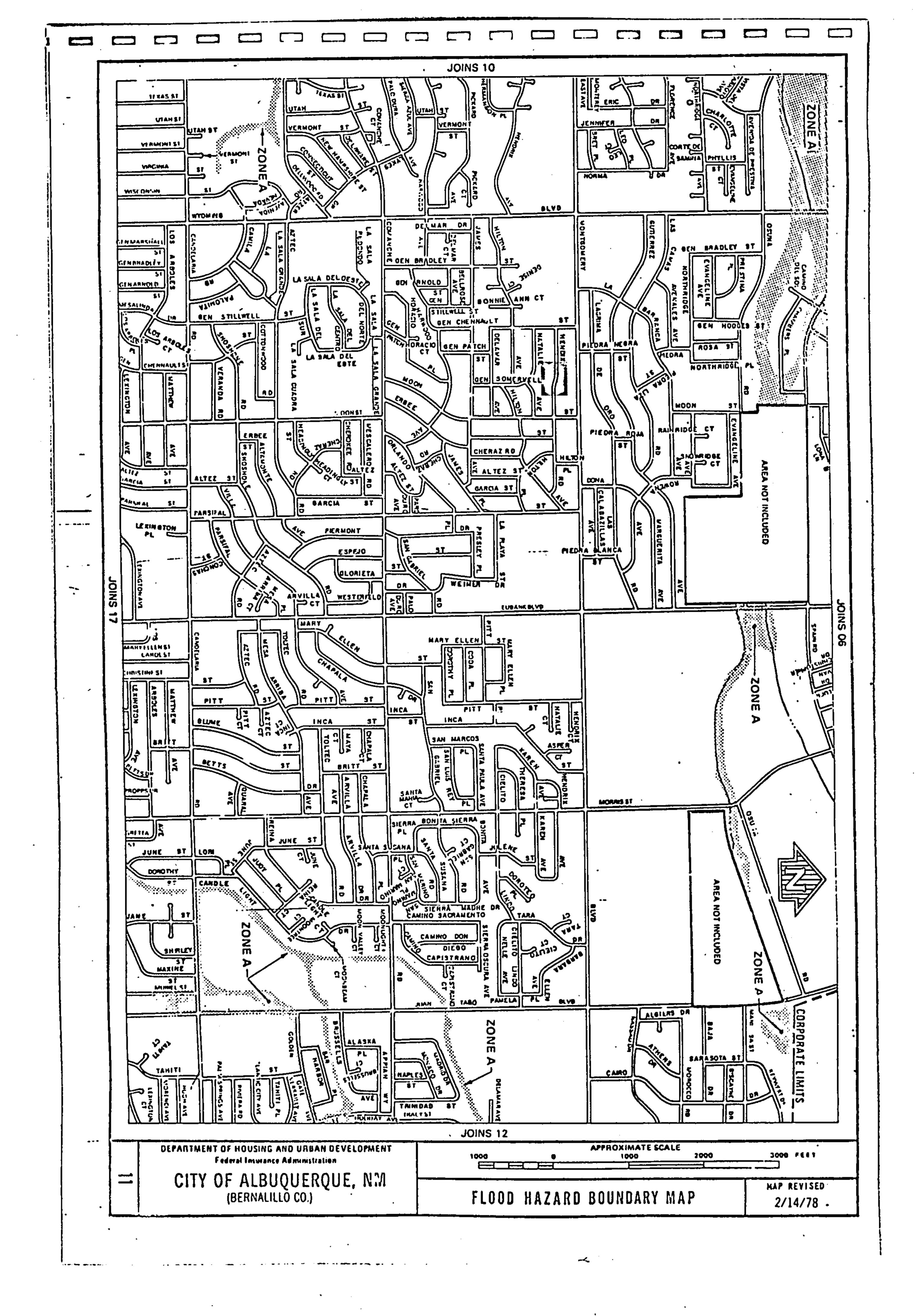
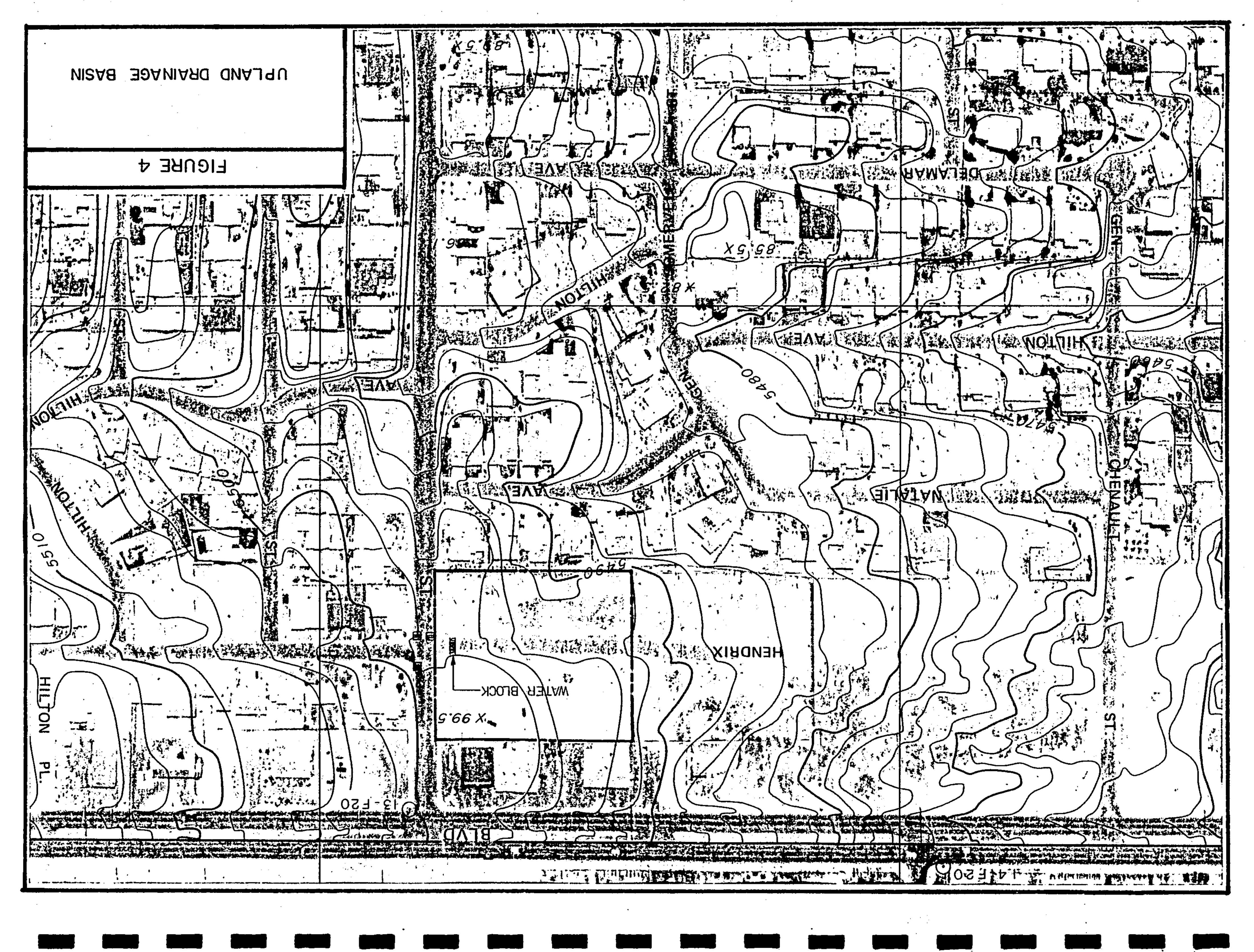


FIGURE 2

INTENSITY DURATION-FREQUENCY CURVES





**┡╼╒╼╤╉╺╺╌╌╂╸╌**╾╸⋛╺╌╾╻┋╾╾╾╾┋╼┷╬╕┋╺╼╾╻╏╸╍╾╋╒┯╏╸<sup>┋</sup>╏╏ # 40 mg \$60 00mm 000 01 100 10 F ation on the Caregrey estates 2 to 44 to 5 ----

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RAINFALL STARTS AT 0.0 HRS
START
STORE HYD
                        ID=1
                        HYD=100
                        DT=0.016666667
ROUTE RESERVOIR
                        ID=2
                        HYD=200
                        INFLOW ID=1
                        CODE=5
                   OUTFLOW(CFS)
                                   STORAGE(AC FT) ELEVATION
                                           0.0000
                                            0.2996
                                           0.4993
0.5990
0.6999
0.7986
0.9986
```

TIME (HRS)	INFLOW DISCHARGE (CFS)	WATER ELEV (FT)	WATER VOLUME (A-F)	TOTAL OUTFLOW (CFS)	
00000000000000000000000000000000000000	0.9 19.7 10.0 10.0 10.0 10.0 10.0 10.0 10.0 10	031912109876543221099887766 0011222211111111111110000000000000000	0.12444444444444444444444444444444444444	43256543209875432198653210 02333333332222222111111111111111111	

MAXIMUM WATER ELEVATION = 2.2 FT.

MAXIMUM RESERVOIR STORAGE = 0.43 ACRE-FT. - 18,730 H3

PRINT HYD

ID=2

HYDROGRAPH NUMBER 200

RUNDFF VOLUME = 0.419 ACRE-FT PEAK DISCHARGE RATE = 3.6 CFS PEAK OCCURRED AT 0.40 HRS. AGREEMENT TO CONSTRUCT

SUBDIVISION IMPROVEMENTS (PUBLIC)

- 933

THIS AGREEMENT made this day of omucous, 1988, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Montgomery Crossing East, Ltd., A New Mexico Limited Partnership (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983) and Section 40.K. of the City's Zoning Code.

FOR SITE DEVELOPMENT PLAN

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

WHEREAS, the Developer has submitted a Site Development Plan identified as <a href="Tract"A", Montgomery Crossing, Phase III">Tract "A", Montgomery Crossing, Phase III</a> describing the site development; 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 Site Development Plan; 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

Rev. 12/85 (3335E)

<sup>\*\*</sup>Tracts A,B &C, Block 2 & portions of Blocks 4,5 &6, Thomas Addn. Replat, Lots 1 thru 16, Block 2, Lots 1 thru 17, Block 5A, Thomas Addn. Replat and Lots 1 thru 35, Chaffees' Garden Terrace Plaza, Unit 1

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 15th day of December, 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 is 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.

- 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 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.

- 5. The Developer shall procure or cause to be procured and maintain 936public 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 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 Site Development Plan approval by the City prior to the actual construction of the improvements, the City will

approve the Site Development Plan 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	CITY OF ALBUQUERQUE, NEW MEXICO
Signed	Walter H. Nickerson, Jr., Lity Engineer,
नाप Ricky E. Davis	Development Division, Engineering Group/PWI
Name General Partner	10. a 1
	Gene Romo
ATTEST:	Chief Administrative Officer
City Clerk	
REVIEWED BY:	
Assistant City Attorney	
101 00 - 1/4	
City Attorney	
STATE OF NEW MEXICO )	
COUNTY OF BERNALILLO )	
The foregoing instrument was ac of Secunius, 1987, Montgomery Bast Lett.	knowledged before me this 18th day  Ricky 6. Davis of
o es agrand	Zinda J. Mittetow
My Commission Expires:	Notary Public '
November 7, 1988	
STATE OF NEW MEXICO )	
COUNTY OF BERNALILLO )	
The foregoing instrument was ac of <u>muary</u> , 19 <u>\$\$</u> Officer of the City of Albuquerque.	knowledged before me this day day, by Gene Romo, Chief Administrative
My Commission Evnisor:	Hotary Public Phillips
My Commission Expires:	

## 

\*a New Mexico Limited Partnership

### 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. \_\_not applicable\*\_\_\_\_.

# 2. <u>DESIGN AND CONSTRUCTION METHODS</u>.

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 Bohannan-Huston

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 of C	ity Engineer a	approved	construction	drawing.		
			•			
,			<u>.                                    </u>		<u> </u>	
·				- <del>-</del>	·	<u> </u>
					- 	

<sup>\*</sup>Project number to be issued by the City of Albuquerque.

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 <u>not applicable\*</u>
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. <u>not applicable</u>), 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.

<sup>\*</sup>The City will be notified in writing which contractor has been selected before issuance of a City Work Order.

This list shall be divided into the following categories as applicable: 942

- (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 ree	<u>Amount</u>		
Engineering Fee	6% of estimated construction cost		
Excavation Ordinance Fee	As required per City approved		
·	<u>engineer's estimate</u>		
Sidewalk Ordinance Fee	As required per City approved		
=-····	<u>engineer's estimate</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"

# 

# 1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by <u>City of Albuquerque</u>, 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 <u>City of Albuquerque</u> 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. <u>FIELD TESTING</u>.

Field testing of the subdivision improvement construction shall be performed by <u>F. M. Fox & Associates</u>, 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 Montgomery Crossing East, Ltd/DEVELOPER) AND THE CITY OF ALBUQUERQUE (CITY) ON

THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 198\_\_\_\_\_.
\*a New Mexico Limited Partnership

### 1. PLAT APPROVAL STATUS

The Developer has/has not (circle one) requested Site Development Plan 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 Site Development Plan 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 Site Development Plan until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested Site Development Plan 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):

Inclusive dates: December 15, 1988 through February 15, 1989.

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 Site Development Plan 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.

# 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.

STATE OF NEW LEXICO COUNTY OF BERNALILLO FILED FOR RECORD

88 JAN 12 PH 2:51

GLADYS M. DAVIS OO. CLERK & RECORDER

Rev. 12/85

D.R.B. Case No. <u>57.434</u>
D.R.C. Project No.

Date Submitted June 30 1987

# Figure 11

# EXHIBIT "D" to Subdivision Improvements Agreement

# D.R.B. REQUIRED INFRASTRUCTURE LISTING for MONTGOMERY CROSSING SHOPPING CENTER

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
HOW NO	•	Arterial Paving Widen roadways and reconstruct medians to accomodate double left turn lanes on the north, south and east approaches to the intersection, in accordance with the requirements of the Transportation Development Division			
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	12' wide	Arterial Paving - Deceleration Lane + 200'	S. Side of Montgomery	200' W. of La Barranca	La Barranca
Ware 1	12'-wide-	Arterial Paving — Deceleration Lane — 200'	S. Side of Hontgomery	200' W. of Gen. Chenault	
	12' wide	Arterial Paving - Turn Bay + 200'	N. Side of Median in Montgomery	La Barranca	200' E. of La Barranca
War. 1807	40'-wide	Residential Paving Widen from 32' to 40'-+ 120'-	Gen. Chenault	Existing Transition	Sita Entrance
12.22.85 12.22.85 Dw #	32' wide	Remove existing  pavement, C & G  sidewalk	Gen. Chenault	Site Entrance	S. Property, Line
					Page 1 of 2

•	<u>Size</u>	Type Improvement	Location	From	<u>To</u>
ا ا		Traffic Signali- zation*	Montgomery	at Gen. Chena	ult
W 3	1 <sub>20' wide</sub>	_Commercial Paving	600'S. of Montgomery	-670'E. of Wyoming	920' E. of- Wyoming
	8" pipe	Replace 6" water- line*	Hendrix Road	Gen. Chenault	End of existing cul-de-sac
•	8" pipe	On-site water/fire line*	On-site		16" line in at nonteon Gen. Chenault
	- - - *Does not	Fire hydrants*  DRAMAGE RUMOWH  OUTLET FIFE  require financial guan	On-site on-site on-site antees.	HEN-WELX ON-SITE POND	TOPITEOPIERT DOULEVERD.

Prepared by: 1) and Aochowski Diame Daniel Grochowski Diame Firm Bohannan-Huston, Inc.

12.85 V

- Developers Share of improvements to be provided with separate agreement regarding intersection improvements at Wyoming Page 2 of 2 and Montgomery

1-13-88

United New Mexico Bank at Albuquerque Post Office Box 1081
Albuquerque, New Mexico 87103-1081
Telephone 505 765-5120

J.W. "Bill" Craig President

December 18, 1987

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 1947

AMOUNT: \$23,637.62

Mr. Gene Romo: Chief Administrative Officer Post Office Box 1293 Albuquerque, NM 87103

Dear Mr. Romo:

At the request of Montgomery Crossing East, Ltd., a New Mexico Limited Partnership, we establish our Irrevocable Letter of Credit in your favor for the account of Montgomery Crossing East, Ltd., to the extent of and not exceeding Twenty-Three Thousand Six Hundred Thirty-Seven and 62/100 (\$23,637.62).

This Letter of Credit has been established to insure the completion of Montgomery Crossing Shopping Center (Project number to be issued by the City of Albuquerque), as provided by the Agreement between Montgomery Crossing East, Ltd., and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 576 A, at pages 723 to 950, 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 Twenty-Three Thousand Six Hundred Thirty-Seven and 62/100 (\$23,637.62) is/are available at sight at United New Mexico Bank at Albuquerque between December 15, 1988 and February 15, 1989.

MR. GENE ROMO
IRREVOCABLE LETTER OF CREDIT
PAGE TWO

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

The City's notarized certification stating that Montgomery Crossing East, Ltd., 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 December 15, 1988 and February 15, 1989.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 1947 of United New Mexico Bank at Albuquerque, dated December 18, 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.

MR. GENE ROMO
IRREVOCABLE LETTER OF CREDIT
PAGE THREE

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

This credit terminates at three o'clock p.m., New Mexico time, February 15, 1989.

UNITED NEW MEXICO BANK AT ALBUQUERQUE

J. W. Craig, President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Assistant City Attorney

City Attorney

AGREE Ĭ

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