



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

November 16, 1983

J14-D22

Mr. Ken Tekin  
Ken Tekin, Inc.  
3900 Eubank NE, Suite 17 North  
Albuquerque, NM 87111

RE: Performance Bond - Private Street Improvements for Armijo &  
Brothers Addition Subdivision

Dear Mr. Tekin:

We are in receipt of your letter dated November 10, 1983 and the letter from Academy Engineering dated November 9, 1983 certifying completion of the work under subject bond. The Engineering Field Section concurs in the satisfactory completion of this work; therefore, we are returning the performance bond as it is no longer necessary as security.

Please call me if we may be of further assistance.

Very truly yours,

*C. D. Sheppard, P.E.*

C. Dwayne Sheppard, P.E.  
City Engineer

CDS/DW  
Enclosure

cc: Charles N. Estes, Jr., Assistant City Attorney  
Agreement File

MUNICIPAL DEVELOPMENT DEPARTMENT

Telephone (505) 766-7467

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

ENGINEERING DIVISION

AN EQUAL OPPORTUNITY EMPLOYER

## Academy Engineering, Inc.

5353 Wyoming Blvd. N.E., Suite 3 • Albuquerque, New Mexico 87109 • (505) 821-8008

RECEIVED

NOV 12 1983

CITY ENGINEER

11/9/83

Mr. Fred Aguirre  
Hydrology Dept.  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

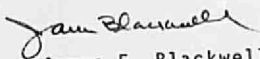
Re: 7th and Fruit Street Townhouses

Dear Fred

This letter is to certify that the private infrastructure improvements have been completed on the above captioned project. These improvements were required by the approved site development plan dated 11/23/82, subdivision no. S-82-11, map no. J-14.

This work consists of the paving of the common parking area. With completion of the work, the development plan requirements have been essentially complied with, and a bond is no longer required.

Sincerely



James E. Blackwell, P.E.  
President

JEB/wv

PERFORMANCE BOND FOR  
SUBDIVISION IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS that 7th & Fruit Partnership as Principal (hereinafter called the Principal) and Transamerica Insurance Company as Surety (hereinafter called the Surety), are bound unto the City of Albuquerque for the use and benefit of all affected property owners within the hereinafter mentioned subdivision, in the full and just sum of Sixty-five Hundred Eight & 00/100 dollars (\$ 6,508.00) good and lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, finally by these presents.

WHEREAS the Principal has submitted a final plat of the Subdivision known as Armijo & Brothers Addition Subdivision, located in Bernalillo County, New Mexico, for approval of the City of Albuquerque, which approval is a condition precedent to the right of the Principal to have recorded in the Office of the County Clerk of Bernalillo County, New Mexico, such a plan of said Subdivision; and

WHEREAS said subdivision contemplates one or more private streets which would serve more than one lot; and

WHEREAS, the City of Albuquerque Subdivision Ordinance, Section 30.E.5, specifies that a subdivision plat containing a private street serving more than one lot shall not be approved unless the street is paved or a satisfactory bond has been posted to insure such paving; and

WHEREAS, the Principal agrees to pave the private street(s) contained in said subdivision within 12 months from approval of the final plat; and

WHEREAS, the City of Albuquerque is willing to approve the final plat of said Subdivision for recordation upon the execution of a corporate surety bond in the sum of Sixty-five Hundred Eight & 00/100 dollars (\$ 6,508.00) (representing 110 percent of the estimated cost of completing said paving street(s) guaranteeing completion of the paving within a period not to exceed 12 months from the date hereof to the satisfaction of the City of Albuquerque.

NOW THEREFORE, if the Principal shall, within a period of 12 months from date hereof, fully comply with all the terms hereof, this obligation shall be null and void, otherwise to remain in full force and effect, and the funds derived from said corporate surety bond shall be used by the City of Albuquerque for the purposes as set forth herein.

THIS November 12, 19 82.

Approved as to form:

Russ P. Miller  
City Attorney

7th & Fruit Partnership

By: M.B. "Pete" Ford

Principal M.B. "Pete" Ford  
(Principal FIDELITY)

TRANSAMERICA INSURANCE COMPANY  
Surety

By: W.R. Hastings

W.R. Hastings, Attorney-in-Fact



Transamerica Insurance Company  
A STOCK COMPANY HOME OFFICE, LOS ANGELES, CALIFORNIA

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA INSURANCE COMPANY, a corporation of the State of California, does hereby make, constitute and appoint B.H. KINNEY, JR., MERRILL F. ABBOTT, W.R. HASTINGS, JAMES E. RUPP, ROGER L. HOUSER, MARY A. GABRIEL, LOIS J. BOWEN, EACH OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO - - - - - its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: ANY AND ALL BONDS AND UNDERTAKINGS UNLIMITED IN AMOUNT, FOR OR ON BEHALF OF THIS COMPANY, IN ITS BUSINESS AND IN ACCORDANCE WITH ITS CHARTER- - - - -

and to bind TRANSAMERICA INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

#### ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) any Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer. The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRANSAMERICA INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 13TH day of APRIL, 1964.



State of California )  
County of Los Angeles ) ss

By

*J. W. Fleshman*  
J. W. FLESHMAN, Vice President

On this 13TH day of APRIL, 1964, before me personally came J.W. Fleshman to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sierra Madre, State of California; that he is a Vice-President of Transamerica Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Elizabeth Aherne*  
Notary Public

I, J. H. Tanner, Assistant Vice President of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 12 day of November, 1982



*J. H. Tanner*  
J. H. TANNER, Assistant Vice President



Transamerica Insurance Company

### APPLICATION FOR CONTRACT, BID OR MAINTENANCE BOND

NOTE - THESE SHOULD ACCOMPANY THIS APPLICATION:

1. Financial Statement, Form 990 with schedule.
2. Copy of Contract, or in case of a bid, of advertisement, instructions and bid showing date and signatures. (Copy contract to follow.)
3. Copy of specifications, and of every contract, franchise or other document referred to in, made part of or governing the contract or bid. Plans as a rule not necessary.

Place and Date  
of this  
Application

Albuquerque, New Mexico  
(Place)  
November 12, 1982  
(Date)

TO: Transamerica Insurance Company

Application is hereby made for a bond of suretyship, as follows:

1. Name and business address of applicant.  
(In the case of a partnership add name of each partner; in the case of a corporation add named of the four principal officers, and state date of organization or incorporation.)

7th & Fruit Partnership, 3900 Eubank Boulevard, NE, Albuquerque, New Mexico 87111

2. Name and address of obligee to whom bond is to be given  
(Give full name as per contract.)

City of Albuquerque, P O Box 1233, Albuquerque, New Mexico (City Attorney's office)

3. Give concise description of proposed work, and location
- Armijo & Brothers Addition = two 24' curb cuts and 64'x108' asphalt parking lot s, Albuquerque

4. Place and date of bid opening, if any

5. Date of Contract 11/12/82

6. Contract price, \$ 6,508.00

7. Time for completion 12 mos

8. Penalty for delay

9. Terms of payment, and reserved percentage

10. Terms and duration of guarantees of efficiency, maintenance and repairs, if any, in contract or specifications

10a. Is maintenance to be covered by this bond?

11. Amount of bond \$6,508.00

12. Time limit for suit

13. Name and address of architect or engineer in charge Academy Engineers, 353 Wyoming Blvd, NE, Alb

13a. State whether Fire Insurance will be placed by you or by the owner

14. Will you sublet any part of the work? If so, state nature and amount

15. Will you require subcontractors to give bonds? Corporate or private?

NOTE - If the required information is not given in response to the foregoing questions, it may be necessary to return this blank for completion. The answers will be treated as strictly confidential.

16. Give all other bids. If more than 5 bids tabulate on separate sheet and attach.

Name	Address	Amount of bid

17. Name 2 or 3 large contracts that you have completed similar to the one here considered, giving in each case

Contract Price	Kind of Construction	Name and Address of Owner	Name and Address of Engineer or Architect

18. State number of years experience as contractor

19. List of contracts now being performed, with location, amount and percentage completed.

State Nature of Work and Owner	Location	Contract Price	% Completed	Expected Completion Date

20. Have you ever applied to any other source for a bond for this contract? If so, state when, and to whom, and with what result.

21. Have you furnished bonds before? Give names of your sureties. What bonds are now outstanding?

22. Are you engaged or interested in any other line of business? If so, state its nature, location, firm name, names of partners, etc.

23. Have you, or if a firm or corporation, has said firm or corporation, or any firm or corporation or individual to which it is a successor, or any member of said firm, ever compromised with its or his creditors, or become bankrupt or in any other way become discharged from its or his debts otherwise than by payment thereof in full? If so, state details thereof, in full, in confidential letter to be annexed \_\_\_\_\_

24. Do you carry Messenger or Paymaster Robbery or Hold-up Insurance? \_\_\_\_\_ If so, give particulars \_\_\_\_\_  
(yes or no)

(The name of company, amount of insurance, expiration date.)

24a. Have you arranged for Public Liability, Property Damage and Fire Insurance to cover this particular project?

25. References. Give name of your banker, an architect or engineer, an owner, also supply houses who have granted you credit.

Name	Occupation	Address

Should the TRANSAMERICA INSURANCE COMPANY, hereinafter called the Company, execute or procure the execution of the bond or bonds hereinbefore applied for, or other bond or bonds in lieu thereof, or in connection therewith, the undersigned, herein-after called the Indemnitor, does (if there be more than one Indemnitor they jointly and severally and for each other do) in consideration thereof hereby undertake and agree:

- I. That the statements contained in the foregoing application are true, and are made as an inducement to the Company to execute or to procure the execution of the bond or bonds applied for.
- II. That the Indemnitor will immediately pay the Company the premiums herein agreed upon, to wit:
  - (a) PROPOSAL OR BID. If the bond be a "Proposal" or "Bid" bond \$ ..... in advance; if, however, such "Proposal" or "Bid" bond shall by its terms operate as a "Contract" bond then the regular charge for a contract bond, as provided in the next three succeeding paragraphs marked (b) (c) and (d). If the "Proposal" or "Bid" bond be superseded by a final "Contract" bond of the Company the premium charge for such proposal or bid bond will be credited on the premium for the contract bond.
  - (b) CONTRACT BOND. If the bond be a "Contract" bond, or similar instrument, covering the performance of the contract indemnifying against its non-performance, \$ ..... in advance, for the term of ..... and annually thereafter a premium calculated at the rate of ..... percent on the amount of unfinished contract at each annual renewal. Should the amount of the contract herein stipulated, and upon which premiums are based, be increased or decreased, it is understood and agreed, that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.
  - (c) MAINTENANCE OR GUARANTEE. If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the contract bond or any separate bond which may be executed is liable, the Indemnitor agrees to pay the Company in advance for the entire term of said maintenance guarantee a premium of \$ .....
  - (d) The contract premium, if there be no maintenance or guarantee, will be paid as above, until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent, written, legal evidence of such discharge or release, satisfactory to the Company, is served thereon at its Home Office in the City of Los Angeles. Where the contract bond covers any maintenance or guarantee of the work, the contract premium will be paid, as above, until the Indemnitor furnishes the Company with like evidence of the completion of the contract, which will be the commencement date of maintenance and maintenance premium.
- III. That the Indemnitor will perform all the conditions of the bid and/or contract bond herein, and any and all alterations, modifications, renewals, continuations, and extensions thereof, and will at all times indemnify and save the Company harmless from and against every claim, demand, liability, loss, cost, charge, counsel fee (including fees of special counsel whenever by the Company deemed necessary), expense, suit, order, judgment and adjudication whatsoever, and any and all liability therefor, sustained or incurred by the Company by reason of having executed or procured the execution of said bond or bonds, and will place the Company in funds to meet the same before it shall be required to make payment, and in case the Indemnitor requests the Company to join in the prosecution or defense of any legal proceeding, the Indemnitor will, on demand of the Company, place it in funds sufficient to defray all expenses and all judgments that may be rendered therein.
- IV. That the bond or bonds is (are) for the special benefit of the Indemnitor and the Indemnitor's property, now owned or hereafter acquired, and the income and earnings thereof, from all of which the Company shall be entitled to indemnity; and the Indemnitor represents that it is specially and beneficially interested in the award or contract, and in the bond or bonds required, and the continuance thereof.
- V. That the Company shall have every right and remedy which a personal surety without compensation would have including the right to secure its discharge from its suretyship, and in the absence or default of Indemnitor the Company may, at its option, exercise all rights of Indemnitor, and should it make any payment, shall have every right and remedy of the Indemnitor for the recovery of the same. The Company is hereby expressly authorized to fill up any blanks left herein, and to correct any errors in the description of said bond or bonds or any of them, or in the amount or date of payment of said premium or premiums.
- VI. That this agreement shall cover the bond or bonds above recited and any and all alterations, modifications, renewals, continuations, and extensions thereof. The Company is hereby authorized to assent to any changes in or modifications of the contract, plans, specifications, bond or bonds without notice to or the request of the Indemnitor. That the Company shall have the right to pay, settle or compromise any expense, claim or charge of the character enumerated in this agreement, and the voucher or other evidence of such payment shall be prima facie evidence of the propriety thereof and of the Indemnitor's liability therefor to the Company.
- VII. That the release by the Company of any indemnity or security by it held, or the acceptance by the Company of other or additional security, indemnity or consideration, shall not be a waiver of any right or remedy of the Company; nor shall it release the Indemnitor from any obligation hereunder.
- VIII. That the Indemnitor hereby dedicates all plant and material owned or acquired by it to the performance of the contract referred to herein and further agrees in the event of failure to complete or carry on the contract covered by said bond or bonds to assign and does hereby assign to the said Company, all right, title and interest of the Indemnitor in and to all the tools, plant, equipment and materials of every nature and description that the Indemnitor may have upon the work provided for in the contract covered by said bond or bonds, or in, on or about the site thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, on storage elsewhere, or in transportation to said site; and the Indemnitor further agrees to assign and hereby does assign to the said Company, all the former's rights in and to all sub-contracts which may be entered into and the materials embraced therein appertaining to said contract; and the said Company shall be subrogated to all the rights and properties of the Indemnitor in such contract, including deferred and reserved payments, current and earned estimates and final payments, and any and all moneys and securities that may be due and payable at the time of such default on this or any other contract of the Indemnitor or any one or more of them on which the Company is or may become surety, or on account of extra work or materials supplied in connection therewith, or that may thereafter become due and payable on account of said contract or any other contract of the Indemnitor or any one or more of them on which the Company is or may become surety. And the Indemnitor hereby authorizes the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any moneys due on such contracts and to disburse the proceeds thereof.

NOTE - If the required information is not given in response to the foregoing questions, it may be necessary to return this blank for completion. The answers will be treated as strictly confidential.

IX. All the terms and conditions of this agreement shall stand for the protection of any co-surety, any reinsuring company or any other surety procured by the TRANSAMERICA INSURANCE COMPANY above named, whether the TRANSAMERICA INSURANCE COMPANY does or does not execute or retain any portion of any such obligation.

X. That in case of the failure of any Indemnitor to execute this obligation, or if the execution hereof by any one or more Indemnitors shall be invalid or defective, the remaining Indemnitors shall be and remain as full liable as if such failure, defect or invalidity had not existed.

XI. The word "Indemnitor" or pronouns referring to said word appearing in this agreement, whether singular or plural, are to be construed as referring to the Indemnitor, though the Indemnitor be one or more individuals, partnerships, associations or corporations.

Signed, sealed and dated \_\_\_\_\_

Signed, sealed and delivered in presence of:

[Signature]  
Witness

Witness

Witness

Witness

[Signature]  
Applicant Sign Here

Indemnitor

Indemnitor

Indemnitor

**SIGNATURES OF INDEMNITORS OTHER THAN PRINCIPAL MUST BE ACKNOWLEDGED  
BEFORE NOTARY PUBLIC**

State of New Mexico } ss:  
County of Bernalillo

On the 10th day of November, before me personally  
appeared [Signature] to me known and known to me to be the person  
described in and who executed the foregoing instrument, and he \_\_\_\_\_ thereupon  
acknowledged to me that he executed the same.

State of New Mexico } ss:  
County of Bernalillo

On this 12th day of November, 1982, before me personally  
appeared M. B. Pete Ford to me known and known to me to be one of the  
firm of Ford Corp. described in and who executed the foregoing  
instrument and he \_\_\_\_\_ thereupon acknowledged to me that he  
executed the same as and for the act and deed of said firm.

State of \_\_\_\_\_ } ss:  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

before me personally came \_\_\_\_\_ to me known, who being  
by me duly sworn, did depose and say: that he resides in \_\_\_\_\_ that he is the

\_\_\_\_\_ President of the \_\_\_\_\_ that he knows the seal of said corporation; that the  
the corporation described in and which executed the above instrument, that it was so affixed by order of the board of directors of said  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said  
corporation, and that he signed his name thereto by like order.

Notary Public

Individual  
Acknowledgment

Firm  
Acknowledgment

Corporation  
Acknowledgment



**KEN TEKIN, INC.**  
Realtor - Developer - Property Manager

SAN GABRIEL PLAZA • 3900 EUBANK BLVD., N.E. • SUITE 17 NORTH  
ALBUQUERQUE, NEW MEXICO 87111  
(505) 298-7522

November 10, 1983

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

Re: Performance Bond - Private  
Street Improvements for Armijo  
& Brothers Addition Subdivision

Dear Fred:

Attached you will find a copy of Dwayne Sheppard's letter dated November 1, 1983. Jim Lewis has advised us today that Academy Engineering has already provided to you a letter of certification that these improvements are completed as per your request.

I would appreciate you following up on this since we have also been advised that there has been some confusion on how to handle this, as to how the City will release these various items even though all the work is completed.

I would appreciate receiving back our performance bond as soon as possible since this work is now totally complete. If you have any questions, please feel free to contact me directly.

Thank you and have a great day.

Sincerely,

Ken Tekin, CPM, CSM  
KT/jp  
Enclosure  
cc: Dwayne Sheppard  
Jim Lewis  
Howard Mock

DES \_\_\_\_\_  
HRO \_\_\_\_\_  
CME \_\_\_\_\_  
JNH \_\_\_\_\_  
SAD \_\_\_\_\_  
FILE \_\_\_\_\_  
RESPONSE BY \_\_\_\_\_

*Handwritten:*  
Fred A.  
Denise - have you  
rec'd anything?  
11/14/83



Member, International Council of Shopping Centers



Accredited Management Organization™



## City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 1, 1983

7th & Fruit Partnership  
3900 Eubank Blvd. NE  
Albuquerque, NM 87111

RE: Performance Bond - Private Street Improvements for Armijo  
& Brothers Addition Subdivision

Gentlemen:

With respect to the referenced performance bond, our records indicate that the deadline for completing the required street improvements is November 12, 1983. Consequently, this office must have a letter of certification of these improvements by your engineer on or before this deadline. If these improvements have not been completed and will not be completed by November 12, 1983, I would advise that you contact this office at your earliest convenience to discuss updating this bond. Your immediate attention to this matter will be greatly appreciated.

If you have any questions, please call Fred Aguirre, Design Hydrologist, at 766-7644.

Yours very truly,

C. Dwayne Sheppard, P.E.  
City Engineer

CDS/FA/dw  
Attachment

cc: Charles N. Estes, Assistant City Attorney  
File

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., Acting City Engineer ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



## City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 1, 1983

7th & Fruit Partnership  
3900 Eubank Blvd. NE  
Albuquerque, NM 87111

RE: Performance Bond - Private Street Improvements for Armijo  
& Brothers Addition Subdivision

Gentlemen:

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If you have any questions, please call Fred Aguirre, Design Hydrologist, at 766-7644.

Yours very truly,

C. Dwayne Sheppard, P.E.  
City Engineer

CDS/FA/dw  
Attachment

cc: Charles N. Estes, Assistant City Attorney  
File

MUNICIPAL DEVELOPMENT DEPARTMENT

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

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

# Academy Engineering, Inc.

July 15, 1982

RECEIVED

JUL 15 1982

CITY ENGINEER

Mr. Brian G. Burnett  
Civil Engineer/Hydrology Dept.  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

RE: Fruit Street Downtown Houses

Dear Brian:

The townhomes in this project have an alternating roof line; flat, pitched, flat, etc., therefore, on the west row of homes we are going to provide an underground roof drainage system, maintained by the Home Owners Association to preserve the usable rear yard required by FHA, and prevent offsite flow into neighboring property.

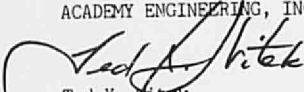
The other homes roof drainage will be carried through roof gutters or canals and be discharged into the respective areas as shown on the drainage plan. The exact location of the canals and downspots will be provided on the architect's building plans.

The maximum runoff volume that can be stored in the parking area if the storm drain plugs is approximately 1,365 cubic feet. See special order 19 for the orifice plate to control the discharge into the valley storm-sewer system.

If you have any further questions, please call me.

Sincerely,

ACADEMY ENGINEERING, INC.

  
Ted X. Nitek  
Designer

ms

Attachments

ENGINEERS

• PLANNERS

• DEVELOPMENT CONSULTANTS

(505) 821-8008

ALBUQUERQUE, N.M. 87109

5551 V. YOUNG BLVD. NE SUITE 1



## City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

J14 - D22

July 8, 1982

Mr. Jim Blackwell  
Academy Engineering  
5353 Wyoming Blvd. N.E.  
Albuquerque, N.M. 87109

RE: FRUIT ST. DOWNTOWN HOUSES DRAINAGE PLAN

Dear Jim:

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

- a. Please clarify how the 4" PVC roof drain will operate and include backup calculations. Why aren't all the units along the west property line connected to the system?
- b. What provisions have been made for maintenance and cleanout of the system? Will clogging of the pipe be an ongoing problem?
- c. Could the runoff generated by Area C be routed through a swale and into the parking area?
- d. How is runoff directed from the units into the parking area and alley? Details for routing the runoff internal to the site should be provided.
- e. What is the maximum runoff volume that can be stored in the parking area if the storm drain system plugs?
- f. Due to the unpredictable nature of the valley storm-sewer system, the runoff from the site must be discharged at a controlled rate.
- g. Approved copies of Special Order No. 19 must be attached to the City Construction sets before a building permit is issued.
- h. Please forward a completed copy of the Information Sheet.

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

Very truly yours,

*Brian G. Burnett*  
Brian G. Burnett  
Civil Engineer/Hydrology

MUNICIPAL DEVELOPMENT DEPARTMENT

BGB/tsl

Richard S. Heller, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



## City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

J14 - D22

July 8, 1982

Mr. Jim Blackwell  
Academy Engineering  
5353 Wyoming Blvd. N.E.  
Albuquerque, N.M. 87109

RE: FRUIT ST. DOWNTOWN HOUSES DRAINAGE PLAN

Dear Jim:

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

- a. Please clarify how the 4" PVC roof drain will operate and include backup calculations. Why aren't all the units along the west property line connected to the system?
- b. What provisions have been made for maintenance and cleanout of the system? Will clogging of the pipe be an ongoing problem?
- c. Could the runoff generated by Area C be routed through a swale and into the parking area?
- d. How is runoff directed from the units into the parking area and alley? Details for routing the runoff internal to the site should be provided.
- e. What is the maximum runoff volume that can be stored in the parking area if the storm drain system plugs?
- f. Due to the unpredictable nature of the valley storm-sewer system, the runoff from the site must be discharged at a controlled rate.
- g. Approved copies of Special Order No. 19 must be attached to the City Construction sets before a building permit is issued.
- h. Please forward a completed copy of the Information Sheet.

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

Very truly yours,

*Brian G. Barnett*  
Brian G. Barnett  
Civil Engineer/Hydrology

BGB/tsl

MUNICIPAL DEVELOPMENT DEPARTMENT

Richard S. Heller, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

## DRAINAGE REPORT INFORMATION SHEET

PROJECT  
TITLE FRUIT STREET DOWNTOWN HOUSES

ZONE ATLAS PAGE NO. J-14 CITY ADDRESS \_\_\_\_\_

LEGAL ADDRESS FRUIT ST NW & 7TH ST NW

ENGINEERING FIRM ACADEMY ENGINEERING INC CONTACT TED WITEK

ADDRESS 5353 WYO. BLVD. NE SUITE 3 PHONE 821-8008

OWNER 7th/Fruit Partnership, Ken Tekin <sup>87112</sup> ~~INC~~ CONTACT KEN TEKIN

ADDRESS 6400 UPTOWN BLVD NE PHONE 883-5151

ARCHITECT/~~ENGINEER~~ SCHLEGEL & LEWIS CONTACT JIM LEWIS

ADDRESS 1620 CENTRAL AV SE PHONE 247-1529

DATE SUBMITTED JULY 14, 1982

BY Ted Witek

## MUNICIPAL DEVELOPMENT DEPARTMENT

Richard S. Heller, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

ACADEMY ENGINEERING INC.  
5353 WYOMING BOULEVARD NE SUITE 3  
ALBUQUERQUE, NEW MEXICO 87109  
(505) 821-8008

TO CITY OF ALBUQUERQUE  
HYDROLOGY

ATTN: JIM FINK

File 5-14  
0-22 **TRANSMITTAL**

DATE 6-21-82

RE: FT. ST. DOWNTOWN HOUSES

JOB NO. \_\_\_\_\_

WE ARE SENDING THE FOLLOWING

☒ PRINTS

☐ ESTIMATES

☐ COPY OF LETTER

☐ SPECIFICATIONS

☐ PROPOSAL

☐ REPORTS

☐ CHANGE ORDER

☐ \_\_\_\_\_

NO. OF COPIES	DESCRIPTION
2 SETS	

RECEIVED

JUN 21 1982

ENGINEERING

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THESE ARE TRANSMITTED:

☐ FOR YOUR USE

☒ FOR APPROVAL

☐ FOR REVIEW AND COMMENT

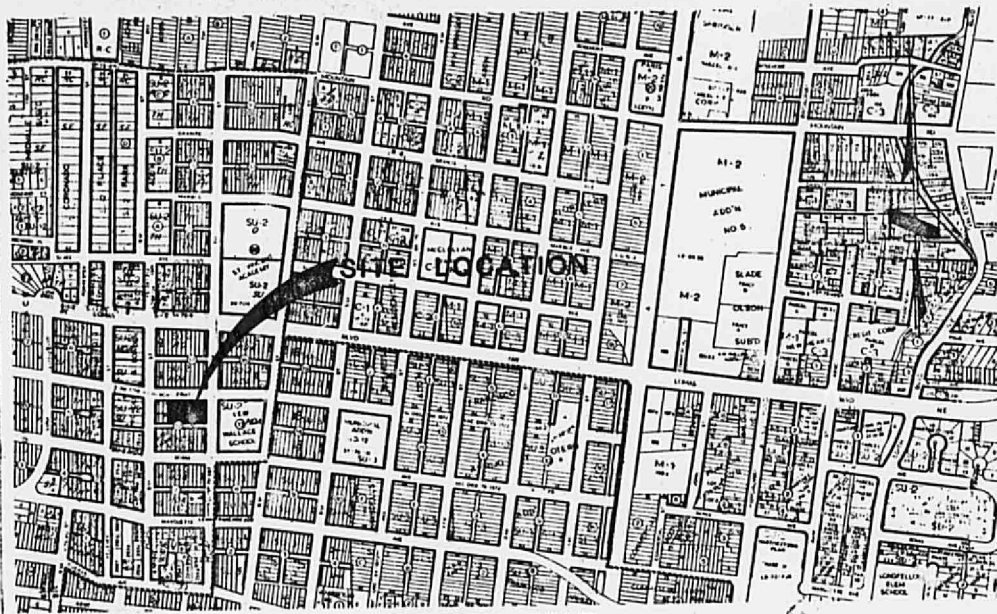
☐ AS REQUESTED

CC: FILE

Ted J. Hotal

# CITY OF ALBUQUERQUE

## DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY



VICINITY MAP



*Blackwell*  
7-15-82

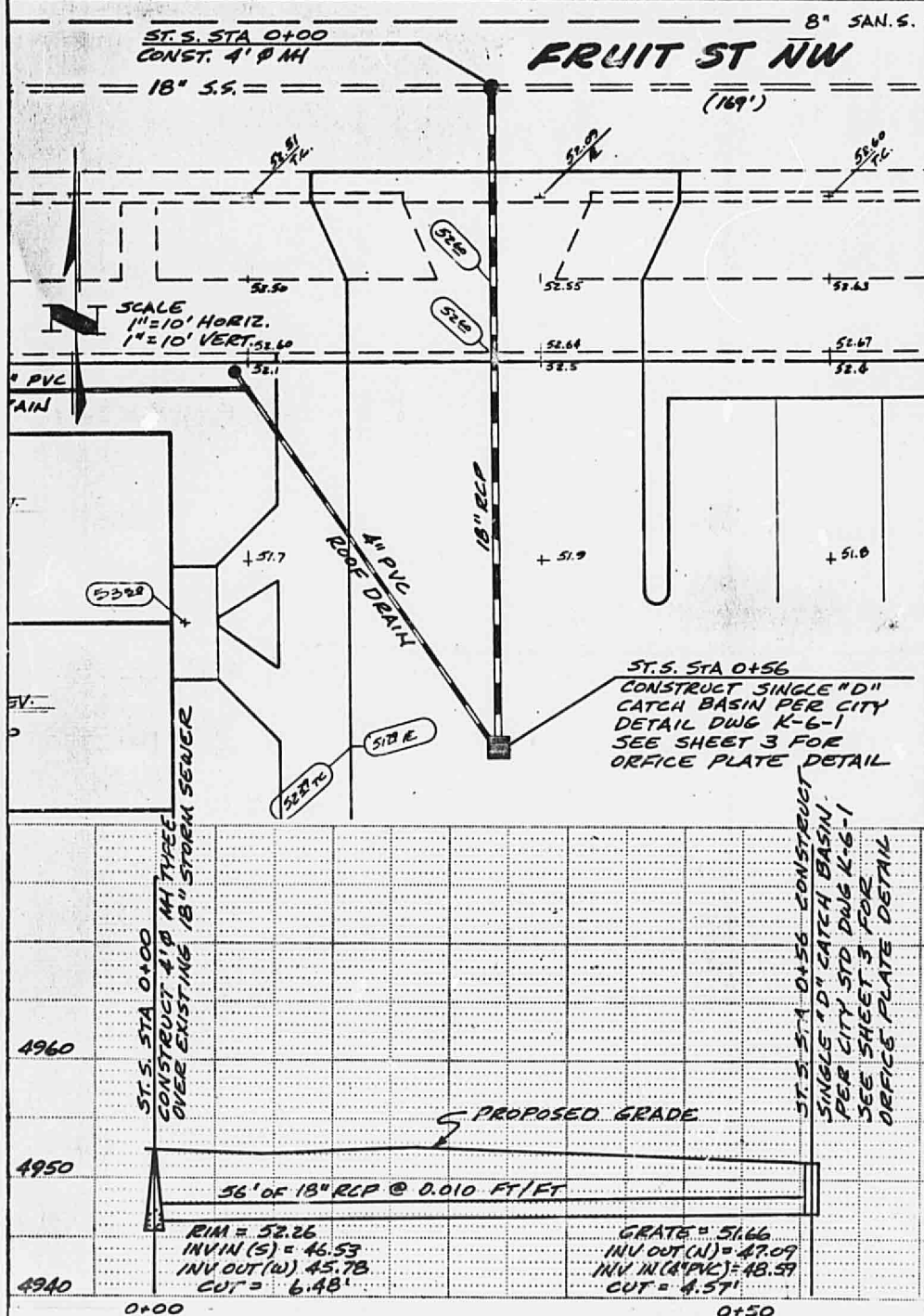
### NOTICE TO CONTRACTOR

1. An excavation/construction permit will be required before beginning any work within City right-of-way. An approved copy of these plans must be submitted at the time of application for this permit.
2. All work detailed on these plans to be performed, except as otherwise stated or provided hereon, shall be constructed in accordance with "Contract Documents for City-Wide Utilities and Cash Paving No. 30"
3. Two working days prior to any excavation, contractor must contact Line Locating Service, 765-1234, for location of existing utilities.
4. Prior to construction, the contractor shall excavate and verify the horizontal and vertical locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
5. Backfill compaction shall be according to RESIDENTIAL street use.

APPROVALS	NAME	DATE	TITLE: <b>FRUIT ST. DOWN-TOWN HOUSES STORM SEWER</b>	
A.C.E./DESIGN			PERMIT NO. SHEET 1 OF 3	MAP NO. J-14
INSPECTOR				
A.C.E./FIELD				

# CITY OF ALBUQUERQUE

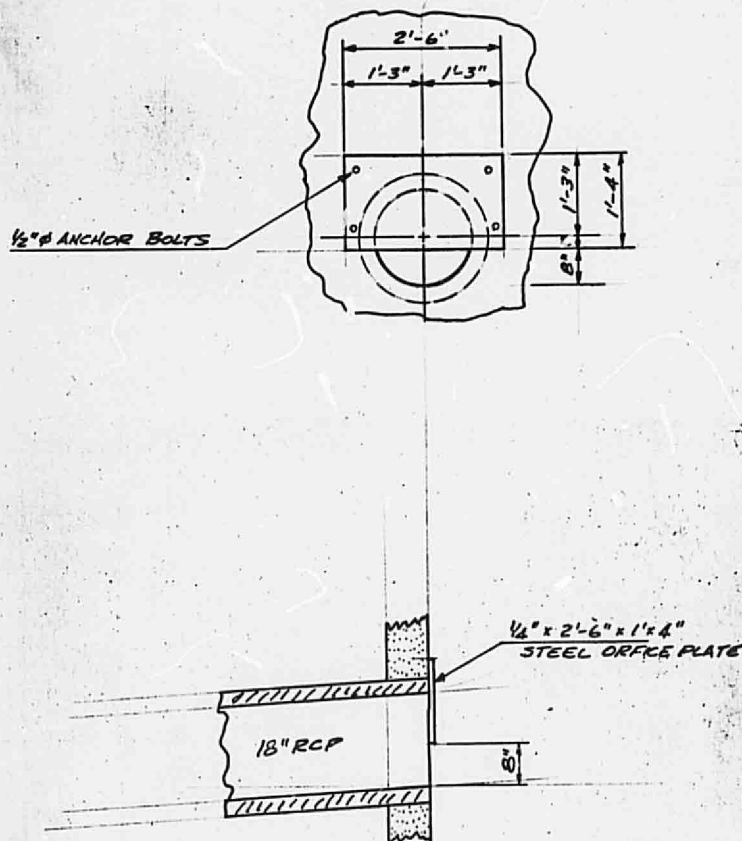
## DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY



APPROVALS	NAME	DATE	TITLE: <b>FRUIT ST. DOWNTOWN HOUSES STORM SEWER</b>
A.C.E./DESIGN			PERMIT NO.
INSPECTOR			SHEET 2 OF 3
A.C.E./FIELD			MAP NO. J-14

# CITY OF ALBUQUERQUE

## DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY



### ORFICE PLATE DETAIL

SCALE 1" = 2'

APPROVALS	NAME	DATE	TITLE: <b>FRUIT ST. DOWNTOWN HOUSES STORM SEWER</b>	MAP NO. <b>J-14</b>
A.C.E./DESIGN			PERMIT NO.	
INSPECTOR			SHEET <b>3 OF 3</b>	
A.C.E./FIELD				