

**HUNT &
DAVIS, P.C.**
ATTORNEYS AT LAW

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2632 Mesilla, N.E.
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Telephone: (505) 881-3191

Please refer to: 6173.017

April 29, 2019

Delivered by email to: PLNDRS@cabq.gov and TLloyd@cabq.gov

Tony Loyd
Impact Fee Administrator
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

**RE: SUPPLEMENTAL DOCUMENTATION AND ARGUMENTS FOR
2019-002263/VA 2019-00107 & 2019-002264/VA2019-00108**

Dear Administrator Loyd:

Please consider this correspondence as part of the above referenced Notices of Appeal (“Notices”) that are purportedly scheduled to be heard by the Environmental Planning Commission (“EPC”) on May 9th, 2019, pursuant to § 14-19-20 of the City of Albuquerque’s (the “City”) Impact Fee Ordinance (herein the “Ordinance”)—which Notices were submitted by this firm on behalf of SLG Holdings, LLC (“SLG”); Paul Allen Homes, Inc. (“Paul Allen”); and, Rex Wilson (“Wilson”) (collectively from time-to-time the “Appellants”). In their March 29th, 2019, correspondence, Appellants requested both documents relating to this Appeal and an explanation for the City’s decision to deny Appellants’ reimbursement request. To date, the City has provided no explanation or documents pursuant to that request and, accordingly, failed to provide Appellants with a true opportunity to appeal the City’s decision. Thus, the City’s decision is both arbitrary and capricious and unsupported by substantial evidence—and raises serious due process issues. However, pursuant to an Inspection of Public Records Request, Appellants have received numerous documents regarding the City’s internal accounting and decisions regarding the disposition of the Impact Fee funds that should have been reimbursed to Appellants. Those documents are being submitted herewith and are referenced herein by the numbers attached to the bottom right-hand corner of each document. Appellants also received hundreds of pages of emails applicable to this appeal from the City, which emails were received this morning, April 29th. Appellants will need to further supplement these arguments to reflect the contents of those emails at a later date but an initial review of those emails appears to clearly show the City plotting to deprive Appellants of their funds.

On February 1, 2016, a New Mexico District Court entered a Memorandum Opinion and Order regarding the City's encumbrance of impact fee funds. (*See* 2/1/2016 Mem. Op. and Or. *Keeran, et. al. v. City of Albuquerque*, D-202-CV-2014-07331). According to that order, impact fee funds are not encumbered until the funds are "identified to a particular improvement and scheduled to be expended on a specific schedule." The City has an extended history of processing requests for reimbursements under the Ordinance pursuant to the above ruling (*See* Docs. Nos. 44-68). On September 28, 2018, SLG submitted to you a Request for Reimbursement of Excess Credits for Open Space Facilities in the amount of \$157,167.60, which excess credits were issued in conjunction with certain improvements to the Callabacillas Arroyo (*See* Docs. Nos. 1-2). Similarly, on November 9, 2018, Paul Allen and Wilson submitted to you a Request for Reimbursement of Excess Credits for Open Space Facilities in the amount of \$268,345.00, which excess credits were also issued in conjunction with certain improvements to the Callabacillas Arroyo (*See* Docs. Nos. 3-4). At the time Appellants submitted the above requests, the City's own records reflect that there were ample unencumbered funds in the City's Open Space impact fee accounts to satisfy the requests (*See* Doc. Nos. 10 - 43). Furthermore, the City had not even completed executing one of the purchase agreements for the property on which the later-alleged encumbered funds were expended (*See* Doc. Nos. 87-204). However, rather than respond to Appellants' reimbursement requests, the City twice instructed Appellants to submit W-9s for the purpose of processing the above reimbursements. (*See* Doc. Nos. 6 & 8). During this time, the City was spending the unencumbered funds my clients had requested on other projects (*See* Doc. Nos. 10 - 43). It remains to be seen if those projects on which the City spent impact fee funds are part of the projects contained within the Component Capital Improvement Plan funds, as the City has provided no documentation of that fact or a clear tracing documenting the expenditure of the targeted funds (*See* Doc. Nos. 69-204).

As above stated, Appellants have just today received hundreds of pages of emails relating to the City's efforts to retroactively encumber funds sought for reimbursement. Appellants intend to submit supplemental arguments by May 6 regarding those emails in order to meet EPC Rule of Conduct B.12 and the "48 Hour-rule" imposed thereby.

Very truly yours,

HUNT & DAVIS, P.C.



Blake Whitcomb

BW:bw

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

SLG LLC
Name (Credit Holder) [Signature] Signature 11-18-13 Date
P.O. BOX 1443
Address
CORRALES N.MEX. 87048 505-338-1438
City State Zip Telephone

Park, Recreation, Trails and Open Space Facilities

08-CW-02 CITY WIDE CALABACILLAS ARRAYO OPEN SPACE
Account Number Service Area CCIP Project Category of Improvements
157,167.60
Amount

CALABACILLAS ARROYO - Land Delegation
Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2014
Date (The year in which the excess credits may be applied)

Public Safety Facilities

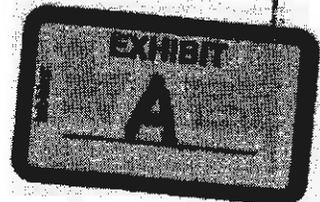
Account Number Service Area CCIP Project Category of Improvements
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Residential Facilities

Account Number Service Area CCIP Project Category of Improvements
Amount



Chapter 1B - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

Impact Fees Administrator	Signature	Date
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Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

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Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

PAUL ALLEN HONES / BEN WILSON [Signature] 11/9/18
Name (Credit Holder) Signature Date
4619 INSPIRATION DR. S.E.
Address
ALBUQUERQUE, NM. 87108 505-450-2395
City State Zip Telephone

Park, Recreation, Trails and Open Space Facilities

05-CW-1 CITY ALBUQUERQUE ALBUQUERQUE OPEN SPACE
Account Number Service Area CCIP Project Category of Improvements

Amount LAND DEDICATION \$ 268,345.00

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

LAND DEDICATION 2014
Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number / Service Area / CCIP Project / Category of Improvements

Amount

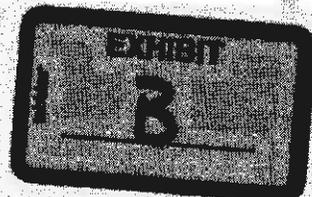
Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

Account Number / Service Area / CCIP Project / Category of Improvements

Amount



Chapter 18 - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

Impact Fees Administrator	Signature	Date
---------------------------	-----------	------

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

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2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

Telephone: (505) 881-3191

Please refer to: 6173.002

February 1, 2019

Via email (TLoyd@cabq.gov)

Tony Loyd
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Request for Reimbursement of Excess Credits for SLG, LLC

Dear Mr. Loyd:

I represent SLG, LLC. On September 28, 2018, my client submitted a request for Reimbursement of Excess Credits in the amount of \$157,167.60 relating to the Calabacillas Arroyo CCIP Project. At the time my client submitted its application, there were sufficient unencumbered funds in the City's open space impact fee account. I have attached a copy of that request. Per your request, on December 14, 2018, you were sent a W-9 so that the payment could be processed. Thereafter, you informed my client that the City was requiring that a modified W-9 be executed. On January 29, 2019, my client sent you the modified W-9. I have enclosed a copy of the W-9 sent to you. To date, my client has not received the reimbursement of the excess credits of \$157,167.60.

Demand is made upon the City to expeditiously reimburse my client for excess credits in the amount of \$157,167.60. Please advise when the reimbursement will occur. Thank you for your prompt attention to this matter.

Sincerely yours,

HUNT & DAVIS, P.C.

Catherine F. Davis
Catherine F. Davis
c: Kevin Morrow (kmorrow@cabq.gov)

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FORM 1099

Request for Supplier Information

Schedule Form **W9**
Department of Finance and
Administrative Services

SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (see instructions on your federal tax return). Name is required on this form; do not leave this block blank.

SLG Holdings, LLC

BUSINESS NAME (disregarded entity name, if different from above)

PRIMARY ADDRESS (number, street, and apt or suite no)
P.O. Box 1443

RESIDENCE ADDRESS (number, street, and apt or suite no)
P.O. Box 1443

CITY, STATE, and ZIP CODE
Corralles, NM 87048

RESIDENCE CITY, STATE, and ZIP CODE
Corralles, NM 87048

PHONE
(505) 338-1438

EMAIL ADDRESS

SOCIAL SECURITY NUMBER
[] [] [] - [] [] [] - [] [] []

OR EMPLOYER IDENTIFICATION NUMBER
28-3861635

New Mexico GST TAX ID (if applicable)
03-152323-010-4

TAX CLASSIFICATION (check only one)

INDIVIDUAL PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP TRUST/ESTATE

LIMITED LIABILITY COMPANY - Enter tax classification (S-C Corporation, S-S Corporation, P-Partnership)

DISREGARDED ENTITY OR OTHER (SEE INSTRUCTIONS)

NON-PROFIT ORGANIZATION OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (check only to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalty of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA number entered on this form (if any) including that I am exempt from FATCA reporting is correct.

Classification instructions: You must check one of the boxes above if you have been notified by the IRS that you are currently subject to backup withholding because of delinquent interest or dividends on your tax return. For real estate transactions, this box does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to check this certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certification required to avoid backup withholding.

SIGNATURE OF U.S. PERSON
[Signature]

DATE **1-29-19**
TITLE **Member**

SECTION 3: BUSINESS INFORMATION

Local Business - Main office in principal office and place of business with the greater of: (a) number of employees or (b) sales (City of Albuquerque or Bernalillo County and ownership include 51% here).

Doing Business Locally - Does not maintain its principal office here, but maintains its principal office in the County of Bernalillo, Albuquerque Area and principal use or name Albuquerque Bernalillo.

Foreign Owned Business - at least 51% owned and controlled by one or more persons, in the case of a publicly-traded business, at least 51% of the stock of which is owned by one or more persons.

Other - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more individuals) or other, in the case of a publicly-traded business, at least 51% of the stock of which is owned by one or more persons.

None of the Outcomes Apply Not a Local Business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

American Indian or Alaska Native

Asian

Black or African American

Hispanic

Native Hawaiian or Other Pacific Islander

Two or more races

White

WEBSITE INFORMATION (if applicable) - Telephone [] Fax [] Email Address [] PO (Contact Information, Full Name and Position)

City/State/Zip [] Provide an "Order From" Email Address []

Please return completed document to: City of Albuquerque Division, PO Box 1293, Albuquerque, NM 87103

000006

**HUNT &
DAVIS, P.C.**
ATTORNEYS AT LAW

CATHERINE F. DAVIS
(cathy@huntanddavislaw.com)

BLAKE WHITCOMB
(blake@huntanddavislaw.com)

2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

Telephone: (505) 881-3191

Please refer to: 6173.002

February 1, 2019

Via email (TLoyd@cabq.gov)

Tony Loyd
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

**RE: Request for Reimbursement of Excess Credits for Paul Allen Homes, Inc./
Rex Wilson**

Dear Mr. Loyd:

I represent Paul Allen Homes, Inc. and Rex Wilson. On November 9, 2018, my client submitted a request for Reimbursement of Excess Credits in the amount of \$268,345.00 relating to the Calabacillas Arroyo CCIP Project. At the time my client submitted its application, there were sufficient unencumbered funds in the City's open space impact fee account. I have attached a copy of that request. Per your request, on December 14, 2018, you were sent a W-9 so that the payment could be processed. On January 24, 2019, you informed my client that the City was requiring that a modified W-9 be executed. On January 25, 2019, my client sent you the modified W-9, a copy of which is enclosed. To date, my client has not received the reimbursement of the excess credits of \$268,345.00.

Demand is made upon the City to expeditiously reimburse my client for excess credits in the amount of \$268,345.00. The payment should be made to Rex Wilson. Please advise when the reimbursement will occur. Thank you for your prompt attention to this matter.

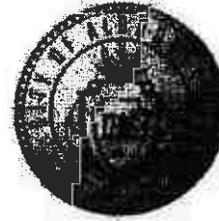
Sincerely yours,

HUNT & DAVIS, P.C.
Catherine F. Davis
Catherine F. Davis
c: Kevin Morrow (kmorrow@cabq.gov)



0000007

CITY OF ALBUQUERQUE



Planning Department
David S. Campbell, Director

Mayor Timothy M. Keller

March 19, 2019

Hunt & Davis, P.C. Attorneys at Law
Catherine F. Davis
2632 Mesilla, NE
Albuquerque, NM 87110

Dear Ms. Davis,

Thank you for your letter dated February 1, 2019, on behalf of your clients SLG, LLC and Paul Allen Homes, Inc., requesting reimbursement from the City of Albuquerque for all or part of the amount of excess open space impact fee credits from revenue generated by impact fees paid by new development for system improvements in the city wide service area.

Since the requirements for reimbursement of excess credits, as defined in the City's Impact Fee Ordinance "Ordinance" have not been met, your request for reimbursement of excess open space credits will be denied for the following reason:

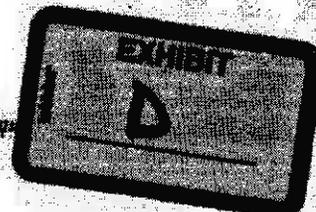
- Per Section 14-14-19(J)(7)(e) of the Ordinance, the city shall not be obligated to provide reimbursements for excess credits in the event there is no unencumbered account balance in the city's impact fee account for the appropriate service category and service area.

By Ordinance under Section 14-19-20 Administrative Appeals, should you disagree with this decision, you must submit a notice of appeal and payment of a nonrefundable processing fee to the impact fees administrator or designee within 30 days following the date of this letter. Appeals shall be considered by the Environmental Planning Commission in accordance with the rules and regulations of that administrative body.

If you have any questions, please feel free to contact me.

Sincerely,

Tony Loyd
Impact Fee Administrator
City of Albuquerque
Planning Department
(505) 924-3934
tloyd@cabq.gov



000009

CAPITAL IMPLEMENTATION PROGRAM
 FINANCIAL STATUS REPORT
 AS OF JUNE 30, 2018 ERP POSTED TRANSACTIONS
 & TRANSITORIES RECEIVED THRU JULY 11, 2018

-1-

PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
6900110	FUND 345 IMPACT FEES								
	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,835	0	24,094	23,668	92%
6900410	NORTHWEST	532,412	1,871,422	2,403,834	1,853,145	536,419	14,271	4,059	99%
6900610	SOUTHWEST	114,547	749,155	863,702	752,120	109,512	2,070	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,399	239,314	615,253	599,920	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	6,926,573	885,245	938,730	905,680	89%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,550,310	128,839	212,831	206,672	93%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	4,119	(35)	(111)	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,426,114	483,736	88,149	77,571	97%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	78,041	9,992	161,967	158,915	35%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	0	1,957,139	42,861	5,767	98%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	1,061	213,276	135,662	129,302	61%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	0	10,170	9,990	90%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	788,861	648,298	62,841	49,692	96%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	11,246,160	3,447,419	2,047,593	1,947,348	88%
FD 340 TRANSP INFRA TAX TRAILS/BIKEWAYS									
7100510		2,791,735	0	2,791,735	2,651,536	0	140,199	137,717	95%
TOTAL TRANSP TX FD 340		2,791,735	0	2,791,735	2,651,536	0	140,199	137,717	95%
FD 341 TRANSP INFRA TAX TRAILS/BIKEWAYS									
7600300		13,628,186	0	13,628,186	10,178,600	1,083,850	2,365,736	2,303,740	83%
7600400		500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,178,600	1,083,850	2,865,736	2,803,740	80%
STATE GRANTS									
7349700	'13 ALAMOSA PARK	400	25,167	25,567	25,459	0	108	106	100%
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7349990	16 PETROGLYPH NATIONAL MONUMENT	2,358	115,000	117,358	116,852	0	507	498	100%
7350170	LOS ALTOS PARK	0	66,000	66,000	0	0	66,000	66,000	0%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	0	78,176	69,819	36%
7350110	15 WESTMESA LL	855	50,000	50,855	37,602	0	13,253	11,837	74%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMA LL	5,228	260,000	265,228	257,988	0	7,240	6,466	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		32,837	1,889,617	1,922,454	1,038,112	23,605	860,738	831,377	55%

0000010

Project Reference Date Transitory Encumbrance Notes Proj Bal

6900110 Totals FD 345 NORTHEAST 0.00 0.00 191,797

6900310 Totals FD 345 SOUTHEAST 0.00 0.00 23,668

Project	Date	Reference	Transitory	Encumbrance	Notes	Proj Bal
6900410	10/16/17	P658900 - WO#10	0.00	10,741.65	Lee Landscapes - Shawn McWethy - \$388,012.26 inclu	
6900410	01/03/18	P658900 - WO#10 - INC#1	0.00	0.00	Rolled up into WO#10 - Lee Landscapes - Shawn Mcwe	
6900410	01/19/18	P658900 - WO#10 - INC#2	0.00	0.00	Rolled up into WO#10 - Lee Landscapes - Shawn Mcwe	
6900410	03/28/18	P658900 - WO#16	0.00	482,257.62	Lee Landscapes - Shawn McWethy PH3 (Northwest Im)	
6900410	05/22/18	P658900 - WO#16 - INC#1	0.00	0.00	Lee Landscapes - Shawn McWethy PH3 (Northwest Im)	
6900410	09/29/17	P671591 - CO#1	0.00	0.00	Lee Landscapes - Shawn McWethy - Phase 1 \$96,208.2	
6900410	11/21/17	P671591 - CO#2	0.00	0.00	Lee Landscapes - Shawn McWethy - Delays Casued by	
6900410	03/28/18	P902300 - WO#25	0.00	0.00	Lee Landscapes - Shawn McWethy PH3 (Northwest Im)	
6900410	03/12/18	Reserve for Shawn McWethy Phase 3	2,199.00	0.00	Decreased Due to Activity being Overspent by \$301 - 5/	
6900410	04/23/18	Reserve for Ouray Dog Park	0.00	0.00	Released Reserve Amount of \$2,500 - 4/27/18 - Jordan,	
6900410	03/13/17	PRK0001536	438.34	0.00	Align Arama - Acrylic Signage - Quote #12041	
6900410	04/20/17	DMD0010253	0.00	304.57	Valley Fence - Change Order -Original DMD0005219/E	
6900410	06/01/17	RPR0005921	0.00	0.00	Actual Work Came in Kower at \$3,258.90 - 4/27/18 R&	
6900410	06/15/17	RMD0005661	0.00	0.00	Hunter Bower - Vista Del Norte (NW Service Area) - 6/3	
6900410	06/13/17	RMD0005662	0.00	170.18	Choice Steel - Vista Del Norte (NW Service Area) - INV	
6900410	07/08/17	RPR0006383	0.00	0.00	Acadamey Reprographics (Sercon) - Shawn McWethy -	
6900410	08/16/17	RMD0005927	0.00	0.00	Coyote Gravel - Vista Del Norte (NW Service Area) Pla	
6900410	09/13/17	RMD0006104	0.00	300.00	Coyote Pumping Service - Split - 7529170 - Unser/Azue	
6900410	10/27/17	RMD0006415	0.00	430.20	Plant World - Black Arroyo Park - INV#669318/W	
6900410	10/27/17	RMD0006416	0.00	0.00	Saiz Trucking - Black Arroyo Park - Est#1124 \$1,120	
6900410	11/15/17	RPR0007306	0.00	0.00	Seryoon - Shawn McWethy- EST#1643	
6900410	12/04/17	RMD0006535	146.58	0.00	Choice Steel - Shawn McWethy - Quote#39630 \$146.58	
6900410* To	FD 345	NORTHWEST	2,822.62	533,595.98		4,059
6900610	02/27/18	P563500 - NTP#4	0.00	6,989.92	EMF Issue - Off PO - Choice Steel	
6900610	06/08/18	P612700 - Ad	102,522.00	0.00	Encumbered amount is lower than approved amount - en	
6900610* To	FD 345	SOUTHWEST	102,522.01	6,989.92	Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$1	0
6900800* To	FD 345	TRAILS	0.00	0.00		86,235
6900900	03/21/16	Reserve for Open Space Visitors Center	238,705.10	0.00	Reduced by \$24,985.04 per D Jordan 1/4/18 - D. JorJar	
6900900	01/09/18	Reserve for Open Space Track Lighting	609.14	0.00	D. Jordan	
6900900* To	FD 345	OPEN SPACE	239,314.24	0.00		599,970

CAPITAL IMPLEMENTATION PROGRAM
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& TRANSATORIES RECEIVED THRU AUG 11, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,929	0	24,000	23,576	92%
6900410	NORTHWEST	532,412	1,871,422	2,403,834	2,030,779	359,880	13,175	6,260	99%
6900610	SOUTHWEST	114,547	749,155	863,702	754,490	107,186	2,026	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,399	238,705	615,863	600,530	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	7,106,671	705,771	938,105	908,398	89%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,563,866	80,809	247,325	241,447	91%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	4,118	(35)	(111)	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,815,241	159,379	25,381	21,973	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	78,437	21,662	149,901	146,846	40%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	49,195	1,908,856	41,948	3,767	98%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	132,593	104,183	113,223	109,284	68%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	0	10,170	9,990	90%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	926,646	601,348	(27,994)	(38,663)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	11,967,752	2,880,355	1,893,065	1,806,083	89%
FD 340 TRANSP INFRA TAX TRAILS/BIKEWAYS									
7100510		2,791,735	0	2,791,735	2,797,634	0	(5,899)	(5,795)	100%
TOTAL TRANSP TX FD 340		2,791,735	0	2,791,735	2,797,634	0	(5,899)	(5,795)	100%
FD 341 TRANSP INFRA TAX TRAILS/BIKEWAYS									
7600300		13,628,186	0	13,628,186	10,197,038	822,016	2,609,131	2,547,689	81%
7600400		500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,197,038	822,016	3,109,131	3,047,689	78%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7349990	16 PETROGLYPH NATIONAL MONUMENT	2,358	113,000	117,358	116,852	0	507	498	100%
7350170	LOS ALTOS PARK	0	66,000	66,000	0	64,954	1,046	0	98%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	61,807	16,369	13,675	87%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	257,988	6,354	886	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		32,437	1,864,450	1,896,887	1,007,511	156,720	732,657	707,948	61%

0000012

Project	Date	Reference	Yect	Transitory	Encumbrance	Notes	Proj Bal
6900110 Tot	FD 345	NORTHEAST		0.00	0.00		191,797
6900110 Tot	FD 345	SOUTHEAST		0.00	0.00		23,576
6900410	10/16/17	P658900 - WO#10		0.00	10,741.65	Lee Landscapes - Shawn McWehly - \$388,012.26 includes NMORT	
6900410	03/28/18	P658900 - WO#16		0.00	307,918.50	Lee Landscapes - Shawn McWehly PH3 (Northwest Impact Service Area) - \$620,289.31 (includ	
6900410	03/28/18	P902300 - WO#25		0.00	39,391.76	Lee Landscapes - Shawn McWehly PH3 (Northwest Impact Service Area) - \$62762.26 (includes	
6900410	03/13/17	PRK0001536		438.34		Align Arama - Acrylic Signage - Quote # 12041	
6900410	04/20/17	DMD00010253		0.00	304.57	Valley Fence - Change Order - Original DMD0005219/Bullhead- 7514080 \$3,600 - Change ord	
6900410	06/13/17	RMD0005662		0.00	170.18	Choice Steel - Vista Del Norte (NW Service Area) - INV#14649 \$196.36/ INV#14650 \$170.18	
6900410	09/13/17	RMD0006104		0.00	300.00	Coyote Pumping Service - Split - 7529170 - Urser/Azueto \$200 Tax \$15 - \$215/ Dept 4516000	
6900410	10/27/17	RMD0006415		0.00	-430.20	Plant World - Black Arroyo Park - INV#669318/W	
6900410	12/04/17	RMD0006535		146.58		Choice Steel - Shawn McWehly - Quote#39630 \$146.58	
6900410* Tot	FD 345	NORTHWEST		623.62	359,256.86		6,260
6900610	02/27/18	P563500 - NTP#4		0.00	4,663.60	Encumbered amount is lower than approved amount - emailed Rebecca for details (as file as no	
6900610	08/02/18	P612700 - NOA		102,522.00		Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610* Tot	FD 345	SOUTHWEST		102,522.01	4,663.60		0
6900900* Tot	FD 345	TRAILS		0.00	0.00		86,235
6900900	03/21/16	Reserve for Open Space Visitors Center		338,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* Tot	FD 345	OPEN SPACE		2,38,705.10	0.00		600,530

0000013

CAPITAL IMPLEMENTATION PROGRAM
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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,929	0	24,000	23,576	92%
6900410	NORTHWEST	532,412	1,871,422	2,403,834	2,239,930	358,091	(194,207)	(197,417)	108%
6900610	SOUTHWEST	114,547	749,155	863,702	758,476	103,274	1,952	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,399	238,705	615,863	600,530	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	7,319,829	700,070	730,650	704,720	92%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,563,866	20,132	308,002	302,176	89%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,454	2,630	2,556	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,815,241	146,917	37,842	34,445	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	80,468	19,668	149,864	146,846	40%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	49,195	1,067,236	883,568	848,116	56%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	143,696	111,946	94,358	90,610	73%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	0	10,170	9,990	90%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	967,012	567,659	(34,671)	(44,596)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	12,021,250	1,935,011	2,784,910	2,699,693	83%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	13,628,186	0	13,628,186	10,473,267	671,846	2,483,073	2,426,650	82%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,473,267	671,846	2,983,073	2,926,650	79%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7349990	16 PETROGLYPH NATIONAL MONUMENT	2,358	115,000	117,358	116,852	0	507	498	100%
7350170	LOS ALTOS PARK	0	66,000	66,000	0	0	66,000	66,000	0%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	0	78,176	69,819	36%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMA LL	5,228	260,000	265,228	257,988	0	7,240	6,456	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		32,437	1,864,450	1,896,887	1,007,511	23,605	865,772	835,863	54%

0000014

Project	Date	Reference	Acct	Transitory	Encumbrance	Notes	YTD Bal
6900110 Tot	FD 345	NORTHEAST		0.00	0.00		191,797
6900310 Tot	FD 345	SOUTHEAST		0.00	0.00		23,576
6900410	10/16/17	P658900 - WO#10		0.00	10,741.65	Lee Landscapes - Shawn McWehly - \$388,012.26 includes NMGIRT	
6900410	03/28/18	P658900 - WO#16		0.00	307,918.50	Lee Landscapes - Shawn McWehly PH3 (Northwest Impact Service Area) - \$620,289.31 (includes	
6900410	03/28/18	P902300 - WO#25		0.00	39,391.76	Lee Landscapes - Shawn McWehly PH3 (Northwest Impact Service Area) - \$62762.26 (includes	
6900410* To	FD 345	NORTHWEST		38.70	358,051.91		(197,417)
6900610	02/27/18	P563500 - NTP#4		0.00	751.78	Morrow Readon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1.	
6900610	08/02/18	P612700 - NOA		102,522.00		Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610* To	FD 345	SOUTHWEST		102,522.01	751.78		0
6900800* To	FD 345	TRAILS		0.00	0.00		86,235
6900900	03/21/16	Reserve for Open Space Visitors Center		238,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* To	FD 345	OPEN SPACE		238,705.10	0.00		600,530

0000015

CAPITAL IMPLEMENTATION PROGRAM
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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,929	0	24,000	23,576	92%
6900410	NORTHWEST	532,412	1,871,422	2,403,834	2,389,094	6,576	8,164	7,897	100%
6900610	SOUTHWEST	114,547	749,155	863,702	758,476	103,274	1,952	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,408	238,705	615,854	600,522	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	7,468,980	348,555	933,012	910,027	89%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,564,168	19,830	308,002	302,182	89%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,011	3,072	2,999	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,830,506	139,351	30,143	27,022	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	82,042	28,542	139,416	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,255,724	724,708	19,568	5,767	99%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	149,199	160,764	40,057	36,343	89%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	9,980	190	1	100%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	967,057	567,659	(34,716)	(44,640)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	13,250,468	1,651,845	1,838,858	1,775,643	89%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	13,628,186	0	13,628,186	10,477,879	720,367	2,429,940	2,373,556	82%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,477,879	720,367	2,929,940	2,873,556	79%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7350170	LOS ALTOS PARK	0	60,000	60,000	0	60,000	0	(951)	100%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,510	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	61,807	16,369	13,675	87%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMA LL	5,228	260,000	265,228	257,988	0	7,240	6,466	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		30,079	1,743,450	1,773,529	890,659	145,412	737,458	712,270	58%

0000016

Project	Date	Reference	Acc	Transfers	Encumbrance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00		191,797
6900310	FD 345	SOUTHEAST		0.00	0.00		23,576
6900410	12/05/17	P563500 - NTP#2		38.70	0.00	Morrow, Reardon, Wilkison, Miller - Shawn McWeathy - Landscape Architectural	
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn McWeathy - \$388,012.26 includes NMLC/RV	
6900410	03/28/18	P658900 - WO#16		0.00	0.00	Lee Landscapes - Shawn McWeathy PH3 (Northwest Impact Service Area) - \$620,289.31 (includes	
6900410	03/28/18	P902300 - WO#25		0.00	0.00	Lee Landscapes - Shawn McWeathy PH3 (Northwest Impact Service Area) - \$62762.26 (includes	
6900410	FD 345	NORTHWEST		38.70	6,537.76		7,897
6900610	02/27/18	P563500 - NTP#4		0.00	751.78	Morrow Reardon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1,	
6900610	06/08/18	P612700 - Ad		0.00		Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$102,522 / \$7557090 \$483,184.44 = \$87,	
6900610	08/02/18	P612700 - NOA		102,522.00		Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610	FD 345	SOUTHWEST		102,522.01	751.78		0
6900800	FD 345	TRAILS		0.00	0.00		86,235
6900900	03/21/16	Reserve for Open Space Visitors Center		238,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* To	FD 345	OPEN SPACE		238,705.10	0.00		600,522

0000017

CAPITAL IMPLEMENTATION PROGRAM
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 AS OF OCTOBER 31, 2018 ERP POSTED TRANSACTIONS
 & TRANSITORIES RECEIVED THRU NOVEMBER 10, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	662	33,837	33,225	90%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	345,393	339,158	87%
6900610	SOUTHWEST	114,831	837,799	952,630	758,476	103,274	90,880	87,354	90%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	3,573,408	238,705	837,080	817,832	82%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	7,468,980	349,178	1,663,143	1,627,223	82%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,131	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,564,168	319,830	8,002	1,922	100%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,011	3,072	2,999	100%
7538050	LOS ALTOS POOL & PK IMPROVEMENTS	3,000,000	0	3,000,000	2,774,508	186,351	39,141	34,989	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	85,596	25,054	139,350	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,255,724	724,708	19,568	5,767	99%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	259,973	70,475	19,552	17,898	94%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,637	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	9,980	190	1	100%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	563,296	(34,798)	(44,640)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	13,313,244	1,900,705	1,527,223	1,464,904	91%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,510,670	1,035,556	3,731,960	3,646,678	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,510,670	1,035,556	4,231,960	4,146,678	73%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7350170	LOS ALTOS PARK	0	60,000	60,000	0	60,000	0	(951)	100%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	94,686	10,557	16,809	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	257,988	0	7,240	6,466	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	0	50,000	44,655	0%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	13,397	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	66,983	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	10,628	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	26,793	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	0	73,100	65,286	0%
7350240	18 LOBO LL	0	90,000	90,000	0	0	90,000	80,379	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	27,686	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	107,172	0%
7267310	18 PAT HURLEY IMP	0	198,000	198,000	0	0	198,000	176,834	0%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	66,983	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	53,586	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	53,586	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	40,190	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	107,172	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	228,453	0%
TOTAL STATE GRANTS		30,079	3,053,250	3,083,329	941,469	193,788	1,948,071	1,782,040	37%

0000018

Project	Date	Reference	Acct	Transitory	Encumbrance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little Leauge (New Fence) - Southeast Impact Service Area (Manzano Me	
6900310	FD 345	SOUTHEAST		0.00	661.81		33,225
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn Mcweethy - \$388,012.26 includes NMCRT	
6900410	FD 345	NORTHWEST		0.00	6,537.76		339,158
6900610	02/27/18	P563500 - NTP#4		0.00	751.78	Morrow Readon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1,	
6900610	08/02/18	P612700 - NOA			102,522.00	Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900510 \$10	
6900610	FD 345	SOUTHWEST		0.00	103,273.78		87,354
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	03/21/16	Reserve for Open Space Visitors Center		238,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* To	FD 345	OPEN SPACE		238,705.10	0.00		817,832

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CAPITAL IMPLEMENTATION PROGRAM
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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	662	33,837	33,225	90%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	343,393	339,158	87%
6900610	SOUTHWEST	114,831	837,799	952,630	796,916	65,546	90,167	87,354	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	3,928,728	698,705	21,760	8,403	100%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	7,862,741	771,451	847,110	817,794	91%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,564,168	319,830	8,002	1,922	100%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,011	3,072	2,999	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,826,303	135,517	38,180	34,989	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	93,042	17,746	139,212	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	259,973	70,471	19,556	17,902	94%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	9,980	190	1	100%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	383,422	145,076	135,389	90%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	14,110,889	937,977	1,692,305	1,644,938	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,572,768	979,784	3,725,634	3,641,500	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,572,768	979,784	4,225,634	4,141,500	73%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	0	60,000	0	(951)	100%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,424	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	0	50,000	50,000	0%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	0	73,100	73,100	0%
7350180	18 LOBO LL	0	90,000	90,000	0	0	90,000	90,000	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMEN'S MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSIA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH 1	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-A	0	145,450	145,450	0	0	145,450	145,450	0%

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Project	Date	Reference	Acct	Transitory	Encumbrance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little Leauge (New Fence) - Southeast Impact Service Area (Manzano M	
6900310	FD 345	SOUTHEAST		0.00	661.81		33,225
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn Mcweethy - \$388,012.26 includes NMGRT	
6900410	FD 345	NORTHWEST		0.00	6,537.76		339,158
6900610	02/27/18	P563500 - NTP#4		0.00	751.78	Morrow Reardon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1	
6900610	08/02/18	P612700 - NOA		0.00	64,794.69	Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610	FD 345	SOUTHWEST		0.00	65,546.47		87,354
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	03/21/16	Reserve for Open Space Visitors Center		338,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900	11/28/18	Reserve for Chant Property		120,000.00		Jordan, Deb	
6900900	11/28/18	Reserve for Kruger Property		340,000.00		Jordan, Deb	
6900900*	FD 345	OPEN SPACE		698,705.10	0.00		8,403

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	6,002	28,496	27,880	91%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	345,393	339,158	87%
6900610	SOUTHWEST	114,831	857,799	952,630	863,702	5,350	83,579	82,000	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,235,948	367,101	48,144	40,477	99%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,234,746	384,990	861,566	839,168	91%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,609,319	265,164	17,517	12,284	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,031	3,053	2,979	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,913,575	94,628	(8,203)	(9,815)	100%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	103,142	7,834	139,025	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	290,347	40,598	19,054	17,963	95%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	396,553	131,945	122,247	91%
TOTAL PARKS MISC PROJ		8,746,840	7,894,332	16,641,172	14,193,956	805,808	1,641,408	1,597,395	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,575,230	978,598	3,724,358	3,640,269	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,575,230	978,598	4,224,358	4,140,269	73%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	57,832	3,140	(972)	(1,007)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,424	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	0	0	90,000	90,000	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOS A SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH 1	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-A	0	145,450	145,450	0	0	145,450	145,450	0%
TOTAL STATE GRANTS		17,488	2,816,601	2,834,089	949,542	250,409	1,634,138	1,612,760	42%

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Project	Date	Reference	Acct	Transitory	Encumbrance	Notes	Proj Bal.
69000110	FD 345	NORTHEAST		0.00	0.00		214,000
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little League (New Fence) - Southeast Impact Service Area	
6900310	01/09/19	RPR0010768		5,340.38		B&D Industries - Manzano Mesa Scoreboard - Southeast Impact Service Area (M)	
6900310	FD 345	SOUTHEAST		5,340.38	661.81		27,880
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn Mcweethy - \$388,012.26 includes NMGRT	
6900410	FD 345	NORTHWEST		0.00	6,537.76		339,158
6900610	12/1/18	RPR0010583		5,349.50		America Fence (OGC) - Ouray (Northwest Impact Service Area) - \$4,958.98 Tax	
6900610	FD 345	SOUTHWEST		5,349.51	0.00		82,000
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	11/28/18	Reserve for Chant Property		367,101.00		Increased by \$247,101 12/19/18 - Jordan, Deb	
6900900* Total	FD 345	OPEN SPACE		367,101.00	0.00		40,477

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& TRANSITORIES RECEIVED THRU FEBRUARY 9, 2019

PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	662	33,837	33,225	90%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	25,605	326,326	320,074	88%
6900610	SOUTHWEST	114,831	837,799	952,630	863,702	0	88,928	87,354	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,224,650	76,411	348,132	340,551	93%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,225,448	102,678	1,153,176	1,130,859	88%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,654,653	219,830	17,517	13,125	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	4,244	(161)	(237)	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,965,140	8,026	26,835	26,211	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	128,482	11,492	110,026	107,865	56%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	306,073	32,193	11,733	10,928	97%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	1,339,115	43,189	117,696	114,811	92%
TOTAL PARKS MISC PROJ		8,746,840	7,894,332	16,641,172	14,699,534	318,974	1,622,664	1,588,021	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,626,235	1,396,540	3,255,412	3,171,864	79%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,626,235	1,396,540	3,755,412	3,671,864	76%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	61,026	0	(1,026)	(1,010)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,424	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	0	9,927	80,073	71,362	11%
7350260	18 AMOLE WOMENS MEMORIAL	0	31,000	31,000	0	0	31,000	31,000	0%
7350270	18 ALAMOSA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH)	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-A)	0	145,450	145,450	0	0	145,450	145,450	0%
TOTAL STATE GRANTS		17,488	2,816,601	2,834,089	952,736	257,196	1,624,158	1,594,119	43%

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Project	Date	Reference	Acct	Transfers	Encumbrance	Notes	Pool Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little Lease (New Fence) - Southeast Impact Service Area (Manzano M.	
6900310	FD 345	SOUTHEAST		0.00	661.81		33,225
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn Mcwetty - \$388,012.26 includes NMGRT	
6900410	01/18/19	P658202 - NTP#2		19,066.91		Consensus Planning - BFP - \$19,066.91 (includes NMGRT)	
6900410	FD 345	NORTHWEST		19,066.91	6,537.76		320,074
6900610	FD 345	SOUTHWEST		0.00	0.00		87,354
6900600	FD 345	TRAILS		0.00	0.00		135,053
6900900	11/28/18	Reserve for Chant Property		76,411.45		Decreased \$290,000 Property Paid & \$389.35 Closing Cost 1/25/19 - increased by \$247,101 P2.	
6900900*	FD 345	OPEN SPACE		76,411.45	0.00		340,551

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CAPITAL IMPLEMENTATION PROGRAM
FINANCIAL STATUS REPORT
AS OF FEBRUARY 28, 2018 ERP POSTED TRANSACTIONS
& TRANSITORIES RECEIVED THRU MARCH 8, 2019

PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	292,348	24,933	9,146	8,522	97%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	46,401	305,529	299,260	89%
6900610	SOUTHWEST	114,831	837,799	952,630	863,702	50,925	38,004	36,386	96%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,224,650	0	424,543	417,029	91%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,225,867	122,258	1,133,177	1,110,850	88%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,654,653	219,830	17,517	13,125	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	3,211	872	797	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,965,140	88,194	(53,333)	(54,026)	102%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	307,973	41,247	779	(0)	100%
7542360	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	1,339,115	36,254	124,631	121,752	92%
TOTAL PARKS MISC PROJ		8,496,840	7,894,332	16,391,172	14,572,952	388,736	1,429,484	1,396,965	91%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,219,274	0	15,219,274	10,717,662	1,474,560	3,027,052	2,946,097	80%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,719,274	0	15,719,274	10,717,662	1,474,560	3,527,052	3,446,097	78%
GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	61,026	0	(1,026)	(1,010)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	106,740	0	15,312	13,675	87%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	260,912	2,184	2,132	1,870	99%
7350090	16 ALAMEDA LL	0	100,000	100,000	43,027	57,323	(350)	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	395	9,538	80,067	71,362	11%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSIA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	60,000	0	(916)	100%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH)	0	337,351	337,351	0	334,873	2,479	(2,900)	99%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-AI)	0	145,450	145,450	0	0	145,450	145,450	0%
7373100	A301032 ALAMEDA DRAIN TRAIL	0	153,750	153,750	0	0	153,750	153,750	0%
TOTAL GRANTS		17,488	2,970,351	2,987,839	996,158	609,376	1,382,305	1,346,701	54%

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Project	Date	Reference	Acct	Inventory	Encumbrance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	03/27/19	P756190 - NOA		24,396.41		Lee Landscapes - Juan Tabo Hills Park - SE Impact Service Area (New Park) - Split - 7350240 \$73,000 / 7557130 \$12	
6900310	10/19/18	RPR0010247		0.00	0.00	B&D Industries - Zia Little League (New Fence) - Southeast Impact Service Area (Manzano Mesa Park) - PROP#18-1	
6900310	02/13/19	RPR0010247 / PRK0014856		536.44		Change Order Decreased to \$336.44 from \$651.97 - 2/15/19 - B&D Industries - Zia Little League (New Fence) - Soc	
6900310	FD 345	SOUTHEAST		24,932.85	0.00		8,522
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn McWethly - \$388,012.26 includes NMGRY	
6900410	02/27/19	P902300 - WO#41		29,937.48		Franklin Earthmoving - Ounay Dog Park (Light, fence hydrant) - North West Service Area - \$23,937.48 (includes NM)	
6900410	03/04/19	V01158497		70.12		PlaySafe - Shawn McWethly Swing Audit - INV#19-0115 \$63 Tax \$5.12 = \$70.12	
6900410	03/29/19	RPR0011456		5,271.00		Trees of Corrales (POR) - Andalucia Park (New Trees) - NW Service Area - Order#138547 \$5,271	
6900410	03/29/19	RPR0011471		4,584.69		Desert Gardens (POR) - Andalucia Park (New Trees) - NW Service Area - PROP#0325191 \$4,250 Tax \$534.69 = \$4	
6900410	FD 345	NORTHWEST		39,853.29	6,537.76		299,260
7350270	02/14/19	P902300 - WO#43		50,934.56		Franklin Earthmoving - Memorial Park Lighting - SW Service Area - Split - 7350270 (\$111,239.86) \$120,000 (w/NM)	
6900610	FD 345	SOUTHWEST		50,934.57	0.00		34,386
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	11/28/18	Reserve for Chant Property		0.00		Released Remaining Amount \$76,411.45 Jordan 3/6/19 - Decreased \$290,000 Property Paid & \$389.55 Closing Cost	
6900900	FD 345	OPEN SPACE		0.00	0.00		417,029

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CAPITAL IMPLEMENTATION PROGRAM
FINANCIAL STATUS REPORT
AS OF JULY 31, 2018 ERP POSTED TRANSACTIONS
& TRANSITORIES RECEIVED THRU AUG 11, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,929	0	24,000	23,576	92%
6900410	NORTHWEST	552,412	1,871,422	2,403,834	2,030,779	359,880	13,175	6,260	99%
6900610	SOUTHWEST	114,547	749,155	863,702	754,490	107,186	2,026	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,399	238,705	615,863	600,530	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	7,106,671	705,771	938,105	908,398	89%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,563,866	80,809	247,325	241,447	91%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	4,118	(35)	(111)	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,815,241	159,379	25,381	21,973	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	78,437	21,662	149,901	146,846	40%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	49,195	1,908,856	41,948	5,767	98%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	132,595	104,183	113,223	109,284	68%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	0	10,170	9,990	90%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	926,646	601,348	(27,994)	(38,663)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	11,967,752	2,880,355	1,893,065	1,806,083	89%
FD 340 TRANSP INFRA TAX TRAILS/BIKEWAYS									
7100510		2,791,735	0	2,791,735	2,797,634	0	(5,899)	(5,795)	100%
TOTAL TRANSP TX FD 340		2,791,735	0	2,791,735	2,797,634	0	(5,899)	(5,795)	100%
FD 341 TRANSP INFRA TAX TRAILS/BIKEWAYS									
7600300		13,628,186	0	13,628,186	10,197,038	822,016	2,609,131	2,547,689	81%
7600400		500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,197,038	822,016	3,109,131	3,047,689	78%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7349990	16 PETROGLYPH NATIONAL MONUMENT	2,358	115,000	117,358	116,852	0	507	498	100%
7350170	LOS ALTOS PARK	0	66,000	66,000	0	64,954	1,046	0	98%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	61,807	16,369	13,675	87%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350130	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	257,988	6,354	886	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		32,437	1,864,450	1,896,887	1,007,511	156,720	732,657	707,948	61%

0000028

Project	Date	Reference	Account	Transitory	Encumbrance	Notes	Fund Bal
690010 Tot	FD 345	NORTHEAST		0.00	0.00		191,797
6900310 Tot	FD 345	SOUTHEAST		0.00	0.00		23,576
6900410	10/16/17	P658900 - WO#10		0.00	10,741.65	Lee Landscapes - Shawn McWelby - \$388,012.26 includes NMGRT	
6900410	03/28/18	P658900 - WO#16		0.00	307,918.50	Lee Landscapes - Shawn McWelby PH3 (Northwest Impact Service Area) - \$620,289.31 (includes	
6900410	03/28/18	P902300 - WO#25		0.00	39,391.76	Lee Landscapes - Shawn McWelby PH3 (Northwest Impact Service Area) - \$62762.26 (includes	
6900410	03/13/17	PRK0001536		-438.34		Align Arama - Acrylic Signage - Quote #12041	
6900410	04/20/17	DMD0010253		0.00	304.57	Valley Fence - Change Order - Original DMD0005219/Bullhead- 7514080 \$3,600 - Change ordt	
6900410	06/13/17	RMD0005662		0.00	170.18	Choice Steel - Vista Del Norte (NW Service Area) - INV#14649 \$196.36/ INV#14650 \$170.18	
6900410	09/13/17	RMD0006104		0.00	300.00	Coyote Pumping Service - Split - 7529170 - Unsr/Azueto \$200 Tax \$15 - \$215/ Dept 4516C0C	
6900410	10/27/17	RMD0006415		0.00	430.20	Plant World - Black Arroyo Park - INV#669318/W	
6900410	12/04/17	RMD0006535		146.58		Choice Steel - Shawn McWelby - Quote#39630 \$146.58	
6900410* Tot	FD 345	NORTHWEST		623.62	359,256.86		6,260
6900610	02/27/18	P563500 - NTP#4		0.00	4,663.60	Encumbered amount is lower than approved amount - emailed Rebecca for details (as file as no	
6900610	08/02/18	P612700 - NOA		102,522.00		Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610* Tot	FD 345	SOUTHWEST		102,522.01	4,663.60		0
6900800* Tot	FD 345	TRAILS		0.00	0.00		86,235
6900900	03/21/16	Reserve for Open Space Visitors Center		238,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* Tot	FD 345	OPEN SPACE		238,705.10	0.00		600,530

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CAPITAL IMPLEMENTATION PROGRAM
FINANCIAL STATUS REPORT
AS OF AUGUST 31, 2018 ERP POSTED TRANSACTIONS
& TRANSATORIES RECEIVED THRU SEP 11, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,929	0	24,000	23,576	92%
6900410	NORTHWEST	532,412	1,871,422	2,403,834	2,239,950	358,091	(194,207)	(197,417)	108%
6900610	SOUTHWEST	114,547	749,155	863,702	758,476	103,274	1,952	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,399	238,705	615,863	600,530	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	7,319,829	700,070	730,650	704,720	92%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,563,866	20,132	308,002	302,176	89%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,454	2,630	2,536	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,815,241	146,917	37,842	34,445	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	80,468	19,668	149,864	146,846	40%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	49,195	1,067,236	883,568	848,116	56%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	143,696	111,946	94,358	90,610	73%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,637	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	0	10,170	9,990	90%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	967,012	567,659	(34,671)	(44,596)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	12,021,250	1,935,011	2,784,910	2,699,693	83%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	13,628,186	0	13,628,186	10,473,267	671,846	2,483,073	2,426,650	82%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,473,267	671,846	2,983,073	2,926,650	79%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,430	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7349990	16 PETROGLYPH NATIONAL MONUMENT	2,358	115,000	117,358	116,852	0	507	498	100%
7350170	LOS ALTOS PARK	0	66,000	66,000	0	0	66,000	66,000	0%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	0	78,176	69,819	36%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	257,988	0	7,240	6,466	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		32,437	1,864,450	1,896,887	1,007,511	23,605	865,772	855,863	54%

0000030

Project	Date	Reference	Acct	Treasury	Encumbrance	Notes	Proj Bal
6900110 Tot	FD 345	NORTHEAST		0.00	0.00		191,797
6900310 Tot	FD 345	SOUTHEAST		0.00	0.00		23,576
6900410	10/16/17	P658900 - WO#10		0.00	10,741.65	Lee Landscapes - Shawn McWelby - \$388,012.26 includes NMGRIT	
6900410	03/28/18	P658900 - WO#16		0.00	307,918.50	Lee Landscapes - Shawn McWelby PH3 (Northwest Impact Service Area) - \$620,289.31 (includes	
6900410	03/28/18	P902300 - WO#25		0.00	39,391.76	Lee Landscapes - Shawn McWelby PH3 (Northwest Impact Service Area) - \$62762.26 (includes	
6900410* To	FD 345	NORTHWEST		38.70	358,051.91		(197,417)
6900610	03/27/18	P563500 - NTP#4		0.00	751.78	Morrow Readon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1.	
6900610	08/02/18	P612700 - NOA		102,522.09		Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610* To	FD 345	SOUTHWEST		102,522.01	751.78		0
6900800* To	FD 345	TRAILS		0.00	0.00		86,235
6900900	03/21/16	Reserve for Open Space Visitors Center		238,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* To	FD 345	OPEN SPACE		238,705.10	0.00		600,530

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CAPITAL IMPLEMENTATION PROGRAM
 FINANCIAL STATUS REPORT
 AS OF SEPTEMBER 30, 2018 ERP POSTED TRANSACTIONS
 & TRANSITORIES RECEIVED THRU OCTOBER 10, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,176	280,309	417,485	222,232	0	195,253	191,797	53%
6900310	SOUTHEAST	24,487	291,442	315,929	291,929	0	24,000	23,576	92%
6900410	NORTHWEST	532,412	1,871,422	2,403,834	2,389,094	6,576	8,164	7,897	100%
6900610	SOUTHWEST	114,547	749,155	863,702	758,476	103,274	1,952	0	100%
6900800	TRAILS	31,717	289,914	321,631	233,842	0	87,789	86,235	73%
6900900	OPEN SPACE	514,602	3,913,365	4,427,967	3,573,408	238,705	615,854	600,522	86%
TOTAL FUND 345		1,354,941	7,395,607	8,750,548	7,468,980	348,555	933,012	910,027	89%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,564,168	19,830	308,002	302,182	89%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,011	3,072	2,999	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,830,506	139,351	30,143	27,022	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	82,042	28,542	139,416	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,255,724	724,708	19,568	5,767	99%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	149,199	160,764	40,037	36,343	89%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	9,980	190	1	100%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	967,057	567,659	(34,716)	(44,640)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	13,250,468	1,651,845	1,838,858	1,775,643	89%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	13,628,186	0	13,628,186	10,477,879	720,367	2,429,940	2,373,556	82%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		14,128,186	0	14,128,186	10,477,879	720,367	2,929,940	2,873,556	79%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7350170	LOS ALTOS PARK	0	60,000	60,000	0	60,000	0	(951)	100%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	43,876	61,807	16,369	13,675	87%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	257,988	0	7,240	6,466	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	0	100,000	100,000	0%
TOTAL STATE GRANTS		30,079	1,743,450	1,773,529	890,659	145,412	737,458	712,270	58%

0000032

Project	Date	Reference	Acc	Transitory	Incumbance	Notes	Prd Bal
6900110	FD 345	NORTHEAST		0.00	0.00		191,797
6900310	FD 345	SOUTHEAST		0.00	0.00		23,576
6900410	12/05/17	P563500 - NTP#2	38.70	0.00	0.00	Morrow, Reardon, Willson, Miller - Shawn McWethy - Landscape Architectural	
6900410	10/16/17	P658900 - WO#10	0.00	0.00	6,537.76	Lee Landscapes - Shawn McWethy - \$388,012.26 includes NMGRF	
6900410	03/28/18	P658900 - WO#16	0.00	0.00	0.00	Lee Landscapes - Shawn McWethy PH3 (Northwest Impact Service Area) - \$620,289.31 (includes	
6900410	03/28/18	P902300 - WO#25	0.00	0.00	0.00	Lee Landscapes - Shawn McWethy PH3 (Northwest Impact Service Area) - \$62762.26 (includes	
6900410	FD 345	NORTHWEST	38.70	6,537.76			7,897
6900610	02/27/18	P563500 - NTP#4	0.00	751.78		Morrow Reardon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1.	
6900610	06/08/18	P612700 - Ad	0.00			Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$102,522 / 6900610 \$483,184.44 = \$87%	
6900610	08/02/18	P612700 - NOA	102,522.09			Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610	FD 345	SOUTHWEST	102,522.01	751.78			0
6900800	FD 345	TRAILS	0.00	0.00			\$6,235
6900900	03/21/16	Reserve for Open Space Visitors Center	238,705.10			Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900* To	FD 345	OPEN SPACE	238,705.10	0.00			600,522

000033

Project	Date	Reference	Acct	Transitory	Encumbrance	Notes	Prori Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little Leauge (New Fence) - Southeast Impact Service Area (Manzano Me	
6900310	FD 345	SOUTHEAST		0.00	661.81		33,225
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lec Landscapes - Shawn Mcweithy - \$388,012.26 includes NM/CRT	
6900410	FD 345	NORTHWEST		0.00	6,537.76		339,158
6900610	02/27/18	P563500 - NTP#4		0.00	751.78	Morrow Reason Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1,	
6900610	08/02/18	P612700 - NOA		0.00	102,522.00	Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 6900610 \$10	
6900610	FD 345	SOUTHWEST		0.00	103,273.78		87,354
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	03/21/16	Reserve for Open Space Visitors Center		238,703.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900+ To	FD 345	OPEN SPACE		238,705.10	0.00		817,832

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CAPITAL IMPLEMENTATION PROGRAM
 FINANCIAL STATUS REPORT
 AS OF OCTOBER 31, 2018 ERP POSTED TRANSACTIONS
 & TRANSITORIES RECEIVED THRU NOVEMBER 10, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	662	33,837	33,225	90%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	345,393	339,158	87%
6900610	SOUTHWEST	114,831	837,799	952,630	758,476	103,274	90,880	87,354	90%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	133,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	3,573,408	238,705	837,080	817,832	82%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	7,468,980	349,178	1,663,143	1,627,223	82%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,564,168	319,830	8,002	1,922	100%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,011	3,072	2,999	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,774,508	186,351	39,141	34,989	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	85,596	25,054	139,350	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,255,724	724,708	19,568	5,767	99%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	259,973	70,475	19,352	17,898	94%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543310	CENTRAL STREET TREES	100,000	0	100,000	89,830	9,980	190	1	100%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	563,296	(34,798)	(44,640)	102%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	13,313,244	1,900,705	1,527,223	1,464,904	91%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,510,670	1,035,556	3,731,960	3,646,678	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,510,670	1,035,556	4,231,960	4,146,678	73%
STATE GRANTS									
7349850	15 ARENAL DRAIN BLUFF AREA PK	4,370	145,450	149,820	0	0	149,820	149,820	0%
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7349980	16 PARK SECURITY CAMERAS	8,221	401,000	409,221	64,737	22,660	321,824	316,348	21%
7350170	LOS ALTOS PARK	0	60,000	60,000	0	60,000	0	(951)	100%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	94,686	10,557	16,809	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	3,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	257,988	0	7,240	6,466	97%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	0	50,000	44,655	0%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	13,397	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	66,983	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	10,628	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	26,793	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	0	73,100	65,286	0%
7350240	18 LOBO LL	0	90,000	90,000	0	0	90,000	80,379	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	27,686	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	107,172	0%
7267310	18 PAT HURLEY IMP	0	198,000	198,000	0	0	198,000	176,834	0%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	66,983	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	53,586	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	53,586	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	40,190	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	107,172	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	228,455	0%
TOTAL STATE GRANTS		30,079	3,053,250	3,083,329	941,469	193,788	1,948,071	1,782,040	37%

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CAPITAL IMPLEMENTATION PROGRAM
FINANCIAL STATUS REPORT
AS OF NOVEMBER 30, 2018 ERP POSTED TRANSACTIONS
& TRANSITORIES RECEIVED THRU DECEMBER 10, 2018

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	662	33,837	33,225	90%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	345,393	339,138	87%
6900610	SOUTHWEST	114,831	837,799	952,630	796,916	65,546	90,167	87,354	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	3,928,728	698,705	21,760	8,403	100%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	7,862,741	771,451	847,110	817,794	91%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,564,168	319,830	8,002	1,922	100%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,011	3,072	2,999	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,826,303	135,517	38,180	34,989	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	93,042	17,746	139,212	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	259,973	70,471	19,556	17,902	94%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543510	CENTRAL STREET TREES	100,000	0	100,000	89,830	9,980	190	1	100%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	383,422	145,076	135,389	90%
TOTAL PARKS MISC PROJ		8,846,840	7,894,332	16,741,172	14,110,889	937,977	1,692,305	1,644,938	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,572,768	979,784	3,725,634	3,641,500	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,572,768	979,784	4,225,634	4,141,500	73%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	0	60,000	0	(951)	100%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,424	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	0	50,000	50,000	0%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	0	73,100	73,100	0%
7350180	18 LOBO LL	0	90,000	90,000	0	0	90,000	90,000	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH)	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-A)	0	145,450	145,450	0	0	145,450	145,450	0%

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Project	Date	Reference	Acct	Transition	Encumbrance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little League (New Fence) - Southeast Impact Service Area (Marzano Mc	
6900310	FD 345	SOUTHEAST		0.00	661.81		33,225
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn Mcweithy - \$388,012.26 includes NMGRT	
6900410	FD 345	NORTHWEST		0.00	6,537.76		339,158
6900610	02/27/18	P563500 - NTP#4		0.00	751.78	Morrow Readon Wilkinson Miller - Anderson Heights Park (Southwest Area) - \$16,105 Tax \$1	
6900610	08/02/18	P612700 - NOA			64,794.69	Lee Landscapes - Anderson Heights - Cost Estimate for Bid - 7557180 \$293,791 / 690006:0 \$10	
6900610	FD 345	SOUTHWEST		0.00	65,546.47		87,354
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	03/21/16	Reserve for Open Space Visitors Center		238,705.10		Valid per Gibson, Brandon - 7/19/18 - Reduced by \$24,985.04 per D Jordan 1/4/18 - D. Jordan	
6900900	11/28/18	Reserve for Chant Property		120,000.00		Jordan, Deb	
6900900	11/28/18	Reserve for Kruger Property		340,000.00		Jordan, Deb	
6900900* Total	FD 345	OPEN SPACE		698,705.10	0.00		8,403

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CAPITAL IMPLEMENTATION PROGRAM
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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	6,002	28,496	27,880	91%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	345,393	339,158	87%
6900610	SOUTHWEST	114,831	837,799	952,630	863,702	5,350	83,579	82,000	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,233,948	367,101	48,144	40,477	99%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,234,746	384,990	861,566	839,168	91%
MISC PROJ									
7299910	PETROGLYPH NAIL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,609,319	265,164	17,517	12,284	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,031	3,053	2,979	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,913,375	94,628	(8,203)	(9,815)	100%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	103,142	7,834	139,025	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	290,347	40,598	19,054	17,963	95%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	396,553	131,945	122,247	91%
TOTAL PARKS MISC PROJ		8,746,840	7,894,332	16,641,172	14,193,956	805,808	1,641,408	1,597,395	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,575,230	978,598	3,724,358	3,640,269	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,575,230	978,598	4,224,358	4,140,269	73%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	57,832	3,140	(972)	(1,007)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,424	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	0	0	90,000	90,000	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH 1	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-A	0	145,450	145,450	0	0	145,450	145,450	0%
TOTAL STATE GRANTS		17,488	2,816,601	2,834,089	949,542	250,409	1,634,138	1,612,760	42%

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Project	Date	Reference	Accel	Transitory	Encumbrance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00		214,600
6900310	10/19/18	RPR0010247		0.00	661.81	B&D Industries - Zia Little League (New Fence) - Southeast Impact Service Area	
6900310	01/09/19	RPR0010768		5,340.38		B&D Industries - Manzano Mesa Scoreboard - Southeast Impact Service Area (New Fence)	
6900310	FD 345	SOUTHEAST		5,340.38	661.81		27,880
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76	Lee Landscapes - Shawn Mcweethy - \$388,012.26 includes NMORT	
6900410	FD 345	NORTHWEST		0.00	6,537.76		339,158
6900610	12/11/18	RPR0010583		5,349.50		America Fence (OGC) - Ourry (Northwest Impact Service Area) - \$4,958.98 Tax	
6900610	FD 345	SOUTHWEST		5,349.51	0.00		82,000
6900800	FD 345	TRAILS		0.00	0.00		135,053
6900900	11/28/18	Reserve for Chant Property		367,101.00		Increased by \$247,101 12/19/18 - Jordan, Deb	
6900900* Total	FD 345	OPEN SPACE		367,101.00	0.00		40,477

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	662	33,837	33,225	90%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	25,605	326,326	320,074	88%
6900610	SOUTHWEST	114,831	837,799	952,630	863,702	0	88,928	87,354	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,224,650	76,411	348,132	340,551	93%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,225,448	102,678	1,153,176	1,130,859	88%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,654,653	219,830	17,517	13,125	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	4,244	(161)	(237)	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,965,140	8,026	26,835	26,211	99%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	128,482	11,492	110,026	107,865	56%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	306,073	32,193	11,733	10,928	97%
7542360	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	1,339,115	43,189	117,696	114,811	92%
TOTAL PARKS MISC PROJ		8,746,840	7,894,332	16,641,172	14,699,534	318,974	1,622,664	1,588,021	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,626,235	1,396,540	3,255,412	3,171,864	79%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,626,235	1,396,540	3,755,412	3,671,864	76%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	61,026	0	(1,026)	(1,010)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,434	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	0	9,927	80,073	71,362	11%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH f	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-AI	0	145,450	145,450	0	0	145,450	145,450	0%
TOTAL STATE GRANTS		17,488	2,816,601	2,834,089	952,736	257,196	1,624,158	1,594,119	43%

0000040

Project	Date	Reference	Acct	Transitory Encumbrance	Notes	Pool Bal
6900110	FD 345	NORTHEAST		0.00		214,600
6900310	10/19/18	RPR0010247		0.00	B&D Industries - Zia Little Leauge (New Fence) - Southeast Impact Service Area (Manzano M	
6900310	FD 345	SOUTHEAST		661.81		33,225
6900410	10/16/17	P658900 - WC#10		0.00	Lee Landscapes - Shawn Mcweelhy - \$388,012.26 includes NMGRT	
6900410	01/18/19	P658202 - NTP#2		6,537.76	Consensus Planning - BFP - \$19,066.91 (includes NMGRT)	
6900410	FD 345	NORTHWEST		19,066.91		320,074
6900610	FD 345	SOUTHWEST		0.00		87,354
6900800	FD 345	TRAILS		0.00		135,053
6900900	11/28/18	Reserve for Chant Property		76,411.45	Decreased \$290,000 Property Paid @ \$389.55 Closing Cost 1/25/19 - Increased by \$247,101.12.	
6900900* Total	FD 345	OPEN SPACE		76,411.45		340,551

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	292,348	24,933	9,146	8,522	97%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	46,401	305,529	299,260	89%
6900610	SOUTHWEST	114,831	837,799	952,630	863,702	50,925	38,004	36,386	96%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,224,650	0	424,543	417,029	91%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,225,867	122,258	1,133,177	1,110,850	88%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,654,653	219,830	17,517	13,125	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	3,211	872	797	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,965,140	88,194	(53,333)	(54,026)	102%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	307,973	41,247	779	(0)	100%
7542260	OS LAND AQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	1,339,115	36,254	124,631	121,752	92%
TOTAL PARKS MISC PROJ		8,496,840	7,894,332	16,391,172	14,572,952	388,736	1,429,484	1,396,965	91%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,219,274	0	15,219,274	10,717,662	1,474,560	3,027,052	2,946,097	80%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,719,274	0	15,719,274	10,717,662	1,474,560	3,527,052	3,446,097	78%
GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	61,026	0	(1,026)	(1,010)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	106,740	0	15,312	13,675	87%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	260,912	2,184	2,132	1,870	99%
7350090	16 ALAMEDA LL	0	100,000	100,000	43,027	57,323	(350)	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	395	9,538	80,067	71,362	11%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMENS MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	60,000	0	(916)	100%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH I	0	337,351	337,351	0	334,873	2,479	(2,900)	99%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-AI	0	145,450	145,450	0	0	145,450	145,450	0%
7373100	A301032 ALAMEDA DRAIN TRAIL	0	153,750	153,750	0	0	153,750	153,750	0%
TOTAL GRANTS		17,488	2,970,351	2,987,839	996,158	609,376	1,382,305	1,346,701	54%

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Project	Date	Reference	Acct	Debit	Credit	Balance	Notes	Proj Bal
6900110	FD 345	NORTHEAST		0.00	0.00	214,600		
6900310	03/27/19	P756190 - NOA		24,396.41			Lee Landscapes - Juan Tabo Hills Park - SE Impact Service Area (New Park) - Split - 7350240 \$73,000 / 7552150 \$12	
6900310	10/19/18	RPR0010247		0.00	0.00		B&D Industries - Zia Little Leauge (New Fence) - Southeast Impact Service Area (Manzano Mesa Park)- PROP#18-1	
6900310	02/15/19	RPR0010247 / PRK0014856		536.44			Change Order Decreased to \$536.44 from \$651.97 - B&D Industries - Zia Little Leauge (New Fence) - Sou	
6900310	FD 345	SOUTHEAST		24,932.85	0.00	8,522		
6900410	10/16/17	P658900 - WO#10		0.00	6,537.76		Lee Landscapes - Shawn McWelby - \$388,012.26 includes NMGRT	
6900410	02/27/19	P902300 - WO#41		29,937.48			Franklin Earthmoving - Cursy Dog Park (Ligh. fence hydrant) - North West Service Area - \$23,957.48 (includes NM)	
6900410	03/04/19	V01158497		70.12			PlaySafe - Shawn McWelby Swing Audit - INV#19-0115 \$63 Tax \$5.12 = \$70.12	
6900410	03/29/19	RPR0011456		5,271.00			Trees of Corrales (POR) - Andalucal Park (New Trees) - NW Service Area - Order#138547 \$5,271	
6900410	03/29/19	RPR0011471		4,384.69			Desert Gardens (POR) - Andalucal Park (New Trees) - NW Service Area - PROP#0325191 \$4,250 Tax \$534.69 = \$4	
6900410	FD 345	NORTHWEST		39,863.29	6,537.76	299,260		
7350270	03/14/19	P902300 - WO#43		50,924.56			Franklin Earthmoving - Memorial Park Lighting - SW Service Area - Split - 7350270 (\$11,239.86) \$120,000 (w/NM)	
6900610	FD 345	SOUTHWEST		59,924.57	0.00	36,386		
6900800	FD 345	TRAILS		0.00	0.00	135,053		
6900900	11/28/18	Reserve for Chant Property		0.00			Released Remaining Amount \$76,411.45 Jordan 3/6/19 - Decreased \$290,000 Property Paid & \$389.55 Closing Cost	
6900900* Total	FD 345	OPEN SPACE		0.00	0.00	417,023		

0000043



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

March 11, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator TL
Planning Department

SUBJECT: Reimbursement of Excess Impact Fee Credits (Roadway, Citywide Service Area)

On March 11, 2019, Design and Development Group, LLC submitted a request for reimbursement of Excess Roadway Impact Fee Credits in the amount of \$45,604.20 related to roadway improvements (Alameda Blvd. widening) constructed in the Citywide Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence from your office, there is approximately \$3,753,544.00 unencumbered impact fees for roadway facilities in the Citywide Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account ~~460100~~ 527500
- Activity 6903110
- PC Unit / PCDMD
- PC Project / 24_RDS_Citywide
- PC Name / Roads Citywide – Impact Fees

Please authorize payment in the amount of \$45,604.20 made payable to and mailed to:

Design and Development Group, LLC
8504 Waterford Pl. NE
Albuquerque, NM 87122

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits
- W-9

0000044

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

DESIGN & DEVELOPMENT / [Signature] / 3-11-19
Name (Credit Holder) GROUP, LLC Signature Date
8504 Wedderford Pl, NE
Address
Albuquerque / NM / 87122 / (505) 315-6563
City State Zip Telephone

Park, Recreation, Trails and Open Space Facilities

Account Number / Service Area / CCIP Project / Category of Improvements /
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number / Service Area / CCIP Project / Category of Improvements /
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

R-CW-09-A / Alameda / Citywide Widening / Roadway
Account Number / Service Area / CCIP Project / Category of Improvements
\$45,604.20
Amount

0000045

Chapter 18 - Impact Fees Regulations

ALAMEDA BLVD. WIDENING

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2019

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

<u>TONY LOYD</u>	<u>Tony Loyd</u>	<u>11-3-19</u>
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000046



SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DESIGN AND DEVELOPMENT GROUP, LLC

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

8504 Waterford Pl., NE

CITY, STATE, and ZIP CODE

Albuquerque, NM 87122

PHONE

(505) 315-6563

REMITTANCE ADDRESS (number, street, and apt or suite no)

REMITTANCE CITY, STATE, and ZIP CODE

EMAIL ADDRESS

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

SSN boxes

83-3262569

Tax ID boxes

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP TRUST/ESTATE

LIMITED LIABILITY COMPANY - Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding... 3. I am a U.S. citizen or other U.S. person... 4. The FATCA code(s) entered on this form... Certification Instructions. You must cross out item 2 above if you have been notified by the IRS...

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

[Signature]

DATE

2/21/19

PRINT NAME

SHAKHEEL RIZVI

TITLE

Managing Member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

Woman Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

None of the Categories Apply

Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

American Indian or Alaska Native

Asian

Black or African American

Hispanic

Native Hawaiian or Other Pacific Islander

Two or more races

White

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT PO'S)

INVOICE SUBMISSION

Electronic - Transcepta

checkbox

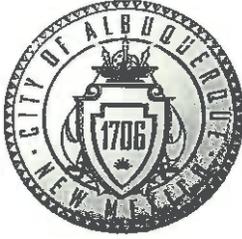
Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

checkbox

Provide an "Order From" Email Address:



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

March 5, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator
Planning Department

TL

SUBJECT: Reimbursement of Excess Impact Fee Credits (Roadway, Citywide Service Area)

On February 20, 2019, Design and Development Group, LLC submitted two requests for reimbursement of Excess Roadway Impact Fee Credits in the amounts of \$141,813.03 (request one) and \$2733.75 plus \$29,397.84 (request two) for a total of \$173,944.62 related to roadway improvements (Alameda Blvd. widening) constructed in the Citywide Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence from your office, there is approximately \$3,753,544.00 unencumbered impact fees for roadway facilities in the Citywide Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account ~~460100~~ 527500
- Activity 6903110
- PC Unit / PCDMD
- PC Project / 24_RDS_Citywide
- PC Name / Roads Citywide – Impact Fees

Please authorize payment in the amount of \$173,944.62 made payable to and mailed to:

Design and Development Group, LLC
8504 Waterford Pl. NE
Albuquerque, NM 87122

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits (2 each)
- W-9

0000048

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

DESIGN & DEVELOPMENT / [Signature] / 2/20/19
Name (Credit Holder) GROUP LLC. / Signature / Date
8504 WATERFORD PL, NE
Address
ALBUQUERQUE NM 87122
City / State / Zip / Telephone

Park, Recreation, Trails and Open Space Facilities

Account Number / Service Area / CCIP Project / Category of Improvements /
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number / Service Area / CCIP Project / Category of Improvements /
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

R-CW-08-A / CITY WIDE / ALAMEDA WIDENING / ROADWAY
Account Number / Service Area / CCIP Project / Category of Improvements /
* \$141,818.03
Amount

0000049

Chapter 18 - Impact Fees Regulations

Alameda Blvd widening

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2019

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements
Amount			

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

<u>TONY LOYD</u>	<u>Tony Loyd</u>	<u>2-21-19</u>
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000050

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

DESIGN AND DEVELOPMENT / [Signature] / 2/20/19
 Name (Credit Holder) GROUP LLC Signature Date
8504 WATERFORD PL. NE
 Address NE
8504 WATERFORD PL. NE / 87122 / 315-6563
 City ALBUQUERQUE State NM Zip Telephone

Park, Recreation, Trails and Open Space Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

Account Number	Service Area	CCIP Project	Category of Improvements	Amount
<u>R-CW-08-B</u>	<u>CITY ALAMEDA WIDE</u>	<u>WIDENING</u>	<u>ROADWAY</u>	<u>\$ 2,733.75</u>
<u>R-CW-08-C</u>	<u>SAME</u>	<u>CCIP</u>	<u>SAME CATEGORY</u>	<u>\$ 29,397.84</u>

0000051

Chapter 18 - Impact Fees Regulations

Alameda Blvd widening

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2019
Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements
Amount			

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

<u>TONY LOYD</u>	<u>Tony Loyd</u>	<u>2-21-19</u>
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000052



SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DESIGN AND DEVELOPMENT GROUP, LLC

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

8504 Waterford Pl., NE

REMITTANCE ADDRESS (number, street, and apt or suite no)

CITY, STATE, and ZIP CODE

Albuquerque, NM 87122

REMITTANCE CITY, STATE, and ZIP CODE

PHONE

(505) 315-6563

EMAIL ADDRESS

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

SSN boxes

83 - 3262569

Tax ID boxes

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP

TRUST/ESTATE

LIMITED LIABILITY COMPANY - Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING

CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number...
2. I am not subject to backup withholding because...
3. I am a U.S. citizen or other U.S. person...
4. The FATCA code(s) entered on this form...
Certification instructions. You must cross out item 2 above if you have been notified by the IRS...

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

[Signature]

DATE

2/21/19

PRINT NAME

SHAKEEL RIZVI

TITLE

Managing Member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area...

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area...

Woman Owned Business - at least 51% owned and controlled by one or more women...

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities...)

None of the Categories Apply

Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

- American Indian or Alaska Native
Asian
Black or African American
Hispanic
Native Hawaiian or Other Pacific Islander
Two or more races
White

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepta

checkbox

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

checkbox

Provide an "Order From" Email Address:

0000053



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

January 29, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator *TL*
Planning Department

SUBJECT: Reimbursement of Excess Impact Fee Credits (Roadway, Citywide Service Area)

On January 28, 2019, Rio Grande Realty Investments, LLC submitted a request for reimbursement of Excess Roadway Impact Fee Credits in the amount of \$2,276.94 related to roadway improvements (Unser Boulevard/SAD 228) constructed within the Citywide Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence dated January 15, 2019 from your office, there is approximately \$883,629.00 unencumbered impact fees for roadway facilities in the Citywide Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account 460100
- Activity 6903110
- PC Unit / PCDMD
- PC Project / 24_RDS_Citywide
- PC Name / Roads Citywide – Impact Fees

Please authorize payment in the amount of \$2,276.94 made payable to and mailed to:

Rio Grande Realty Investments, LLC
PO Box 999
Corrales, NM 87048

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits
- W-9

0000054

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

THE GRANGE PROPERTY & INVESTMENTS, LLC. T. J. 1-28-2019
 Name (Credit Holder) Signature Date
PO Box 999
 Address
CORRALES NM 87044 505-250-8135
 City State Zip Telephone

Park, Recreation, Trails and Open Space Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

Account Number	Service Area	CCIP Project	Category of Improvements
<u>R-CW-04-8</u>	<u>CITY</u>		
<u>R-CW-04-9</u>	<u>WIDE</u>	<u>UNSER BLVD.</u>	<u>ROADWAY</u>
<u>\$ 2,276.94</u>			

Amount

*₁ BP No. 201590845 # 718.77

*₂ BP NO. 201590844 # 1558.17

August 2005

000055

Chapter 18 - Impact Fees Regulations

UNSER BLVD. WIDENING / SAD 228

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2014

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

<u>Tony Loyd</u>	<u>Tony Loyd</u>	<u>11-29-19</u>
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000056



Request for Supplier Information

SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rio Grande Realty & Investments, LLC

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

PO Box 999

REMITTANCE ADDRESS (number, street, and apt or suite no)

CITY, STATE, and ZIP CODE

Corrales, NM 87048

REMITTANCE CITY, STATE, and ZIP CODE

PHONE

505-250-8135

EMAIL ADDRESS

tkruger@rgri.net

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

[] [] [] - [] [] - [] [] [] []

4 2 - 1 6 1 0 2 5 5

[] [] - [] [] [] [] [] [] [] [] [] []

TAX CLASSIFICATION (check only one)

[] INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

[] C CORPORATION

[] S CORPORATION

[] PARTNERSHIP

[] TRUST/ESTATE

[x] LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

[] 501(C)(3)/NON-PROFIT ORGANIZATION

[] OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the Instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

[Handwritten Signature]

DATE 1/28/2019

PRINT NAME

TOPP J. KRUGER

TITLE Managing Member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

[x] Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

[] Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

[] Woman Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

[] MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

[] None of the Categories Apply

[] Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

[] American Indian or Alaska Native

[] Asian

[] Black or African American

[] Hispanic

[] Native Hawaiian or Other Pacific Islander

[] Two or more races

[x] White

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

[] Electronic - Transcepta

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

[] Electronic - Email

Provide an "Order From" Email Address:

0000057



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

January 25, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator *TL*
Planning Department

SUBJECT: Reimbursement of Excess Impact Fee Credits (Roadway, Citywide Service Area)

On December 13, 2018, Compass Bank submitted a request for reimbursement of Excess Roadway Impact Fee Credits in the amount of \$150,000.00 related to roadway improvements (Unser Boulevard) constructed within the Citywide Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence dated January 15, 2019 from your office, there is approximately \$883,629.00 unencumbered impact fees for roadway facilities in the Citywide Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account 460100
- Activity 6903110
- PC Unit / PCDMD
- PC Project / 24_RDS_Citywide
- PC Name / Roads Citywide – Impact Fees

Please authorize payment in the amount of \$150,000.00 made payable to and mailed to:

Compass Bank
2001 E. Campbell Ave., Suite 103
Phoenix, AZ 85016

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits
- W-9

0000058

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

Compass Bank / 12/13/2018
Name (Credit Holder) / Signature JOHN NIELSEN / Date
c/o Lane & Nach, P.C. 2001 E. Campbell Ave., Suite 103
Address /
Phoenix / AZ / 85016 / 602-258-6000
City / State / Zip / Telephone

Park, Recreation, Trails and Open Space Facilities

Account Number / Service Area / CCIP Project / Category of Improvements
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number / Service Area / CCIP Project / Category of Improvements
Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

RF-NW-01P / City Wide / Unser Boulevard / Roads
Account Number / Service Area / CCIP Project / Category of Improvements
\$150,000.00 /
Amount

TL
12-13-18

Chapter 18 - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied. ROADWAY IMPROVEMENTS AND DEDICATION

2010

Date (The year in which the excess credits may be applied)

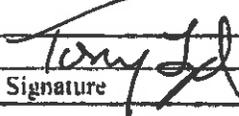
Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements
Amount			

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied. [REDACTED]

Date (The year in which the excess credits may be applied)

Approved:

TONY LOYO		11-14-18
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000060



SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Compass Bank

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

15 South 20th Street (AL/BI-CH/ACT)

REMITTANCE ADDRESS (number, street, and apt or suite no)

2001 E. Campbell Ave., Suite 103

CITY, STATE, and ZIP CODE

Birmingham, AL 35233

REMITTANCE CITY, STATE, and ZIP CODE

Phoenix, AZ 85016

PHONE

602-258-6000

EMAIL ADDRESS

adam.nach@lane-nach.com

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

SSN boxes

63-0476286

Tax ID boxes

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

C CORPORATION

S CORPORATION

PARTNERSHIP

TRUST/ESTATE

LIMITED LIABILITY COMPANY-- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSTRUCTIONS)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number...
2. I am not subject to backup withholding because...
3. I am a U.S. citizen or other U.S. person...
4. The FATCA code(s) entered on this form...
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS...

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

Handwritten signature of John Nielsen

DATE 1/16/19

PRINT NAME

John Nielsen

TITLE Analyst

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area...

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area...

Woman Owned Business - at least 51% owned and controlled by one or more women...

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities...)

None of the Categories Apply

Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

American Indian or Alaska Native

Asian

Black or African American

Hispanic

Native Hawaiian or Other Pacific Islander

Two or more races

White

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepta

checkbox

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

checkbox

Provide an "Order From" Email Address:

0000061



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

January 25, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator TL
Planning Department

SUBJECT: Reimbursement of Excess Impact Fee Credits (Drainage, NW Service Area)

On December 5, 2018, Nazish LLC submitted a request for reimbursement of Excess Drainage Impact Fee Credits in the amount of \$219,893.23 related to drainage improvements (Paseo del Norte storm drain) constructed in the NW Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence dated January 15, 2019 from your office, there is approximately \$228,389.00 unencumbered impact fees for storm drain facilities in the NW Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account 460100
- Activity 6904400
- PC Unit / PCDMD
- PC Project / 24_Northwest
- PC Name / Drainage Northwest – Impact Fees

Please authorize payment in the amount of \$219,893.23 made payable to and mailed to:

Nazish, LLC
8504 Waterford Pl. NE
Albuquerque, NM 87122

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits
- W-9

0000062

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

NAZISH LLC / [Signature] / 12/5/18
Name (Credit Holder) / Signature / Date
8504 Waterford Pl., N.E.
Address
Albuquerque / NM / 87122 / (505) 315-6563
City / State / Zip / Telephone

Park, Recreation, Trails and Open Space Facilities

_____/_____/_____/_____
Account Number / Service Area / CCIP Project / Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Public Safety Facilities

_____/_____/_____/_____
Account Number / Service Area / CCIP Project / Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

_____/_____/_____/_____
Account Number / Service Area / CCIP Project / Category of Improvements

Amount

D-NW-11-A-2.3
 D-NW-11-C-4.1B
 D-NW-11-C-4.1C

Chapter 18 - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Drainage Facilities

PDN

STORM DRAIN FACILITIES

SEE ABOVE

STORM DRAIN

Account Number Service Area CCIP Project Category of Improvements

219,893.23

Amount

STORM DRAIN

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2016

Date (The year in which the excess credits may be applied)

Approved:

TONY LOYO	<i>Tony Loyo</i>	12-6-18
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000063



SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

NAZISH LLC

BUSINESS NAME/ disregarded entity name, if different from above.

NAZISH LLC

PRIMARY ADDRESS (number, street, and apt or suite no)

8504 WATERFORD PL, NE.

REMITTANCE ADDRESS (number, street, and apt or suite no)

8504 Waterford Pl. NE

CITY, STATE, and ZIP CODE

ALBUQUERQUE, NM 87122

REMITTANCE CITY, STATE, and ZIP CODE

Albuquerque, NM 87122

PHONE

(505) 315-6563

EMAIL ADDRESS

shalay1424@yahoo.com

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

SSN boxes

43-3589588

Tax ID boxes

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC [] C CORPORATION [x] S CORPORATION []

PARTNERSHIP [] TRUST/ESTATE []

LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

C

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION []

OTHER (SEE INSTRUCTIONS) []

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number...
2. I am not subject to backup withholding because...
3. I am a U.S. citizen or other U.S. person...
4. The FATCA code(s) entered on this form... is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

Shakeel Rizvi

DATE

11/01/19

PRINT NAME

TITLE Managing Member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area... [x]

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area... []

Woman Owned Business - at least 51% owned and controlled by one or more women... []

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities... []

None of the Categories Apply []

Not a local business []

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

- American Indian or Alaska Native []
Asian []
Black or African American []
Hispanic []
Native Hawaiian or Other Pacific Islander []
Two or more races []
White []

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepta []

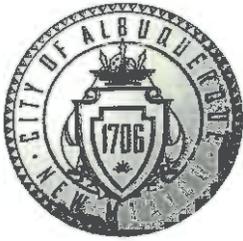
Electronic - Email []

Provide a "Remit to" Email Address:

Provide an "Order From" Email Address:

PO (Contact Information, Full Name and Position)

0000064



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

January 29, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator
Planning Department

TL

SUBJECT: Reimbursement of Excess Impact Fee Credits (Drainage, Tijeras Service Area)

On September 28, 2018, JTH, LLC submitted a request for reimbursement of Excess Drainage Impact Fee Credits in the amount of \$137,938.00 related to drainage improvements (Tijeras Arroyo Trunk Line) constructed in the Tijeras Arroyo Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence dated January 15, 2019 from your office, there is approximately \$137,938.00 unencumbered impact fees for storm drain facilities in the Tijeras Arroyo Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account 460100
- Activity 6904200
- PC Unit / PCDMD
- PC Project / 24_Tijeras
- PC Name / Drainage Tijeras – Impact Fees

Please authorize payment in the amount of \$137,938.00 made payable to and mailed to:

JTH, LLC
PO Box 1443
Corrales, NM 87048

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits
- W-9

0000065

Chapter 18 - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Drainage Facilities

<u>D-SE-01</u>	<u>TIVERAS</u>	<u>TIVERAS ARROYO TRUNK LINE</u>	<u>DRAINAGE</u>
Account Number	Service Area	CCIP Project	Category of Improvements
<u>\$ 137,938.00</u>			
Amount	<u>TIVERAS ARROYO TRUNK LINE</u>		

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2011

Date (The year in which the excess credits may be applied)

Approved:

<u>TONY LOYD</u>	<u>Tony Loyd</u>	<u>10-9-18</u>
Impact Fees Administrator	Signature	Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000067



SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

R. Scott Grady

BUSINESS NAME/ disregarded entity name, if different from above.

JTH, LLC

PRIMARY ADDRESS (number, street, and apt or suite no)

P.O. Box 1443

REMITTANCE ADDRESS (number, street, and apt or suite no)

P.O. Box 1443

CITY, STATE, and ZIP CODE

Corrales, NM 87048

REMITTANCE CITY, STATE, and ZIP CODE

Corrales, NM 87048

PHONE

505-975-1502

EMAIL ADDRESS

rvsg7@rayleehomes.com

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

5 8 5 - 9 4 - 1 6 6 4

2 0 - 1 8 9 7 5 7 6

□ □ - □ □ □ □ □ □ - □ □ - □ □

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP

TRUST/ESTATE

LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

R. SCOTT GRADY

DATE 1-22-19

PRINT NAME

TITLE Manager member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

Woman Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

None of the Categories Apply

Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

American Indian or Alaska Native

Asian

Black or African American

Hispanic

Native Hawaiian or Other Pacific Islander

Two or more races

White

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepta

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

0000068

Electronic - Email

Provide an "Order From" Email Address:



CITY OF ALBUQUERQUE

2017-2026 DECADE PLAN FOR CAPITAL IMPROVEMENTS
2017 GENERAL OBLIGATION BOND PROGRAM

APPROVED PROGRAM

**CAPITAL IMPLEMENTATION PROGRAM
APRIL 2017**



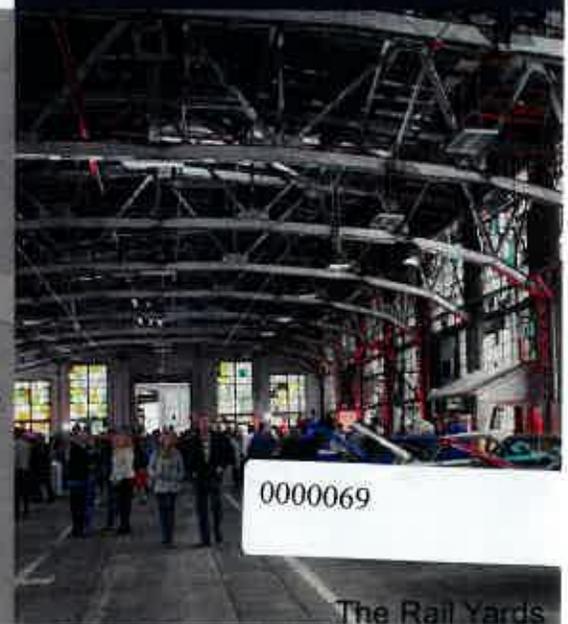
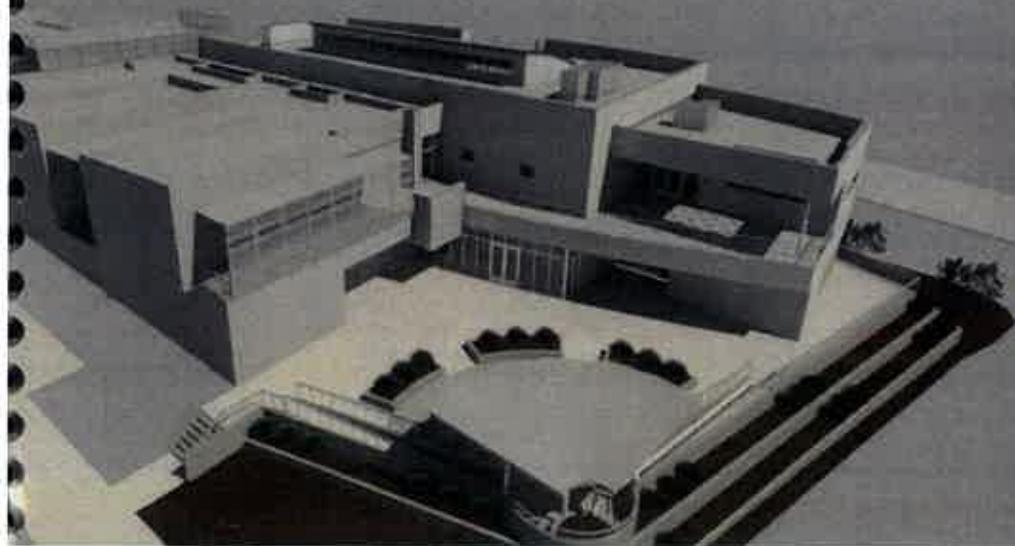
Richard J. Berry - Mayor

Department of Municipal
Development

Melissa R. Lozoya, P.E. - Acting Director

Jim Hamel - CIP Official

North Domingo Baca Multigenerational Center



0000069

The Rail Yards

Component Capital Improvement Plan (CCIP)

The Component Capital Improvement Plan (CCIP) is the capital program financed with revenues from impact fees. An impact fee is a one-time charge imposed on new development to help fund the costs of capital improvements that are necessitated by and attributable to new development. Impact fees may not be charged retroactively and may not be used for maintenance or repair.

The City Council adopted revised impact fees for four infrastructure types on November 19, 2012 (F/S O-12-38).

- Roadway Facilities
- Storm Drain Facilities
- Parks, Recreation, Trails and Open Space Facilities
- Public Safety Facilities

The impact fee planning process took approximately one year. The fees were developed by a consulting team and were reviewed by a citizen committee that included developers, neighborhood association representatives and members of civic organizations.

The CCIP plan reflects the projects that will be built with impact fees as revenues are collected over the next 10-years. It should be noted that impact fees are not the only funding sources needed to complete the described projects.

Component Capital Improvement Plan (CCIP)

2012 through 2022

Roadway Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
	98th Street, Colobell-Blake	\$3,200,000	
	Irving Blvd Widening, Unser-Rio Los Pinos	\$4,500,000	
	Paseo Del Norte Widening (II), Golf Course-Universe	\$9,300,000	
	St Joseph's, Coors-Atrisco	\$1,300,000	
	Tower Road, Unser-Coors	\$600,000	
	Universe Blvd, Paseo-Unser	\$5,000,000	
	Unser Blvd Widening (III), Paseo del Norte-Paradise	\$6,300,000	
	Blake/98th Intersection	\$1,000,000	
	Unser and Central Intersections	\$5,000,000	
	Alameda Blvd Widening, San Pedro to Louisiana	\$2,100,000	
	Alameda/Louisiana Intersection	\$500,000	
	Carmel/Holly and Barstow Intersection	\$400,000	
	Lomas/Louisiana Intersection	\$300,000	
	Menaul/Wyoming Intersection	\$300,000	
	Unser Blvd Widening (IV), Rainbow-Kimmick	\$785,000	
		\$40,585,000	\$35,520,000
Storm Drain Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
Far Northeast Service Area	La Cueva Channel Improvements (MAAMDP-C-4), Barstow-Ventura	\$1,000,000	
	Sub-Total: Far Northeast Service Area	\$1,000,000	
Northwest Service Area	Paseo Del Norte Storm Drain Improvements (PMDMP-B and C), Unser-escarpment	\$3,000,000	
	Unser Storm Drain Improvements, Rainbow-Paseo	\$2,000,000	
	Unser Storm Drain Improvements (PMDMP-A), Paseo-Paradise	\$2,000,000	
	Boca Negra Dam	\$2,500,000	
	Sub-Total: Northwest Service Area	\$9,500,000	
Southwest Service Area	Tower Road Storm Drain, Unser-Coors	\$1,000,000	
	Sub-Total: Southwest Service Area	\$1,000,000	
Tijeras Service Area	Bank Stabilization on the Tijeras Arroyo within the City Limits (TDMP-3A and 7)	\$1,000,000	
	Sub-Total: Tijeras Service Area	\$1,000,000	
	TOTAL STORM DRAIN FACILITIES	\$12,500,000	\$6,520,000

0000071

Component Capital Improvement Plan (CCIP)

2012 through 2022

Park Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
Southeast Service Area	Four Hills Park	\$525,000	
	Los Altos Swimming Pool Expansion	\$3,000,000	
	Manzano Mesa Park	\$1,020,000	
	New Day Park	\$500,000	
	Phil Chacon Park	\$500,000	
	Sunport Park	\$250,000	
	Korean War Veterans Park	\$500,000	
	Land Acquisition	\$500,000	
	New Park Development	\$3,000,000	
	Balduini Park	\$400,000	
	Crestview Heights Park	\$700,000	
	Veloport/BMX facility	\$250,000	
	Sub-Total: Southeast Service Area	\$11,145,000	\$3,430,184
Northeast Service Area	North Domingo Baca Park	\$2,500,000	
	Lafayette Park	\$175,000	
	Arroyo del Oso Park	\$1,000,000	
	Comanche North Park	\$1,000,000	
	San Antonio Corridor Park	\$500,000	
	Tanoan Corridor Park	\$700,000	
	Land Acquisition	\$200,000	
	Sub-Total: Northeast Service Area	\$6,075,000	\$375,504
Southwest Service Area	Silver Tree Park	\$1,400,000	
	El Rancho Grande Park	\$875,000	
	El Rancho Grande Unit 17 Park	\$2,500,000	
	Anderson Heights Park	\$700,000	
	Sunrise Terrace Park	\$861,000	
	Tower Pond Park	\$500,000	
	Westgate Community Park	\$1,000,000	
	Land Acquisition	\$500,000	
	New Park Development	\$1,000,000	
Sub-Total: Southwest Service Area	\$9,336,000	\$2,428,272	
Northwest Service Area	Ridgeview Village	\$700,000	
	Andalucia Park	\$850,000	
	Shawn McWethy Park	\$1,800,000	
	Creighton Park	\$2,300,000	
	Piedras Marcadas Dam Park	\$350,000	
	Vista Alegre Park	\$3,000,000	
	Ventana Ranch Community Park	\$1,000,000	
	Vista del Norte Park	\$5,000,000	
	Land Acquisition	\$1,000,000	
	New Park Development	\$2,000,000	
	Country Meadows Park	\$1,500,000	
	Ouray Off Leash Dog Area/Ladera Pond	\$800,000	
	Paradise Skies Park	\$1,000,000	
	Tuscany Park	\$1,000,000	
	Tres Placitas Park	\$600,000	
East Atrisco Park	\$900,000		
Sub-Total: Northwest Service Area	\$23,800,000	\$6,164,912	
TOTAL PARK FACILITIES		\$50,366,000	\$12,398,672

0000072

Component Capital Improvement Plan (CCIP)

2012 through 2022

Open Space Land and Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
City Wide	Land: Calabacillas Arroyo	\$1,500,000	
	Land: North Geologic Window	\$3,500,000	
	Land: Northern Sand Dunes	\$2,000,000	
	Land: North Rio Puerco Escarpment	\$23,000,000	
	Land: Volcano Cliffs/Volcano Heights Master Plan	\$3,750,000	
	Land: Cerro Colorado Volcano	\$2,250,000	
	Land: Southwest Mesa / "Caja"	\$17,500,000	
	Land: South Rio Puerco Escarpment	\$5,850,000	
	Land: Southern Sand Dunes	\$1,350,000	
	Land: Tijeras Arroyo	\$3,750,000	
	Land: Tijeras Canyon	\$1,250,000	
	Fencing/Protection/Access Control	\$1,500,000	
	Atrisco Terrace Trails & Parking	\$250,000	
	Calabacillas Arroyo Facilities	\$200,000	
	Candelaria Farm	\$200,000	
	Equestrian Complex	\$250,000	
	Maloof Airfield	\$250,000	
	Northern Sand Dunes Trails & Parking	\$350,000	
	Petroglyph / West Mesa Trails & Parking	\$500,000	
	Piedras Marcadas Pueblo	\$1,000,000	
	Poblanos Fields	\$250,000	
	Shooting Range	\$1,000,000	
	Visitor Center	\$1,000,000	
	Hubbell Farm	\$200,000	
	Southwest Mesa / "Caja" - Trails & Parking	\$200,000	
	Rio Grande Valley State Park Improvements	\$2,000,000	
	Elena Gallegos / Foothills	\$500,000	
Tijeras Arroyo/Canyon Facilities	\$250,000		
Manzano / Four Hills	\$250,000		
Montessa Park	\$200,000		
Tres Pistolas/ East Mountains Facilities	\$200,000		
TOTAL OPEN SPACE LAND & FACILITIES		\$76,250,000	\$6,188,547
Trail Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
City Wide	Central/Unser Gap	\$100,000	
	Unser Trail (Montano - Dellyne)	\$125,000	
	Unser Trail (McMahon - City Limits, Rio Rancho)	\$75,000	
	Unser Trail (McMahon - Bandelier)	\$100,000	
	Boca Negra Dam Trail (Around Dam)	\$187,500	
	Piedras Marcadas Trail	\$300,000	
	MRGCD Drain from PDN along Coors to Eagle Ranch Rd	\$300,000	
	I-40 West Trail - Continue La Presa Dam to 98th St.	\$260,000	
	University Blvd Trail from Gibson to Rio Bravo	\$800,000	
	East I-40 Trail from 6th St. to University	\$500,000	
	Balloon Museum Dr. to Jefferson	\$100,000	
	North Diversion Channel Trail @ Paseo del Norte to Edith Conn	\$200,000	
	98th Tr. Gibson to Dennis Chavez	\$350,000	
	Skyview Trail	\$250,000	
	Ventana Ranch Community Park Trail (Around Dam)	\$300,000	
	Escarpment Trail (Petroglyph National Monument)	\$60,000	
	TOTAL TRAIL FACILITIES		\$4,907,500

Component Capital Improvement Plan (CCIP)

2012 through 2022

Public Safety: Fire Facilities				
Service Area	Project Description	Est. Project Cost	Eligible Cost	Antic. Fee Funding
City Wide	New Volcano Vista Fire Station	\$4,800,000	\$4,800,000	
	Logistics/Fleet	\$9,683,500	\$3,001,885	
	Station 9 Reconstruction	\$4,903,750	\$2,451,875	
	New SW Mesa Fire Station	\$5,053,000	\$5,053,000	
	Communications Center and Equipment*	\$2,350,000	\$705,000	
	Total Project Cost	\$26,790,250	\$16,011,760	
	*Fire share			
Public Safety: Police Facilities				
Service Area	Project Description	Est. Project Cost	Eligible Cost	Antic. Fee Funding
City Wide	Communications Center and Equipment*	\$3,975,000	\$1,192,500	
	Land for Permanent Family Advocacy Center	\$1,280,476	\$1,280,476	
	Acquire Firearms Training Solution (Simulator)	\$200,000	\$200,000	
	Expand Communications Center Call Capacity	\$100,000	\$100,000	
	SW Area Command Parking Lot Expansion	\$419,539	\$419,539	
	NE Area Command Expansion/Parking	\$227,000	\$227,000	
	Expansion of Fleet of Marked & Unmarked Veh.	\$500,000	\$500,000	
	Total Project Cost	\$6,702,015	\$3,619,515	
	*Police share			

0000074

City of Albuquerque



Albuquerque Convention Center

2015 - 2024 Decade Plan for Capital Improvements
2015 General Obligation Bond Program

Approved Program



Los Duranes Community Center



Richard J. Berry, Mayor

Department of Municipal Development

Wilfred Gallegos, PE, Director

James K. Hamel, Acting CIP Official



Holiday Park Multigenerational Center

0000075

Capital Implementation Program - March 2015

Component Capital Improvement Plan (CCIP)

The Component Capital Improvement Plan (CCIP) is the capital program financed with revenues from impact fees. An impact fee is a one-time charge imposed on new development to help fund the costs of capital improvements that are necessitated by and attributable to new development. Impact fees may not be charged retroactively and may not be used for maintenance or repair.

The City Council adopted revised impact fees for four infrastructure types on November 19, 2012 (see Appendix B-44 for a copy of the Ordinance F/S O-12-38)

- Roadway Facilities
- Storm Drain Facilities
- Parks, Recreation, Trails and Open Space Facilities
- Public Safety Facilities

The impact fee planning process took approximately one year. The fees were developed by a consulting team and were reviewed by a citizen committee that included developers, neighborhood association representatives and members of civic organizations.

The CCIP plan reflects the projects that will be built with impact fees as revenues are collected over the next 10-years. It should be noted that impact fees are not the only funding sources needed to complete the described projects.

0000076

Component Capital Improvement Plan (CCIP)

2012 through 2022

Roadway Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
	98th Street, Colobell-Blake	\$3,200,000	
	Irving Blvd Widening, Unser-Rio Los Pinos	\$4,500,000	
	Paseo Del Norte Widening (II), Golf Course-Universe	\$9,300,000	
	St Joseph's, Coors-Atrisco	\$1,300,000	
	Tower Road, Unser-Coors	\$600,000	
	Universe Blvd, Paseo-Unser	\$5,000,000	
	Unser Blvd Widening (III), Paseo del Norte-Paradise	\$6,300,000	
	Blake/98th Intersection	\$1,000,000	
	Unser and Central Intersections	\$5,000,000	
	Alameda Blvd Widening, San Pedro to Louisiana	\$2,100,000	
	Alameda/Louisiana Intersection	\$500,000	
	Carmel/Holly and Barstow Intersection	\$400,000	
	Lomas/Louisiana Intersection	\$300,000	
	Menaul/Wyoming Intersection	\$300,000	
	Unser Blvd Widening (IV), Rainbow-Kimmick	\$785,000	
	TOTAL ROADWAY FACILITIES	\$46,585,000	\$35,546,283
Storm Drain Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
Far Northeast Service Area	La Cueva Channel Improvements (MAAMDP-C-4), Barstow-Ventura	\$1,000,000	
	Sub-Total: Far Northeast Service Area	\$1,000,000	
Northwest Service Area	Paseo Del Norte Storm Drain Improvements (PMDMP-B and C), Unser-escarpment	\$3,000,000	
	Unser Storm Drain Improvements, Rainbow-Paseo	\$2,000,000	
	Unser Storm Drain Improvements (PMDMP-A), Paseo-Paradise	\$2,000,000	
	Boca Negra Dam	\$2,500,000	
	Sub-Total: Northwest Service Area	\$9,500,000	
Southwest Service Area	Tower Road Storm Drain, Unser-Coors	\$1,000,000	
	Sub-Total: Southwest Service Area	\$1,000,000	
Tijeras Service Area	Bank Stabilization on the Tijeras Arroyo within the City Limits (TDMP-3A and 7)	\$1,000,000	
	Sub-Total: Tijeras Service Area	\$1,000,000	
	TOTAL STORM DRAIN FACILITIES	\$12,500,000	\$6,029,582

0000077

Component Capital Improvement Plan (CCIP)

2012 through 2022

Park Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Exp. Funding
Southeast Service Area	Four Hills Park	\$525,000	
	Los Altos Swimming Pool Expansion	\$3,000,000	
	Manzano Mesa Park	\$1,020,000	
	New Day Park	\$500,000	
	Phil Chacon Park	\$500,000	
	Sunport Park	\$250,000	
	Korean War Veterans Park	\$500,000	
	Land Acquisition	\$500,000	
	New Park Development	\$3,000,000	
	Balduni Park	\$400,000	
	Crestview Heights Park	\$700,000	
	Veloport/BMX facility	\$250,000	
	Sub-Total: Southeast Service Area	\$11,145,000	\$3,430,184
Northeast Service Area	North Domingo Baca Park	\$2,500,000	
	Lafayette Park	\$175,000	
	Arroyo del Oso Park	\$1,000,000	
	Comanche North Park	\$1,000,000	
	San Antonio Corridor Park	\$500,000	
	Tancoan Corridor Park	\$700,000	
	Land Acquisition	\$200,000	
	Sub-Total: Northeast Service Area	\$6,075,000	\$375,504
Southwest Service Area	Silver Tree Park	\$1,400,000	
	El Rancho Grande Park	\$875,000	
	El Rancho Grande Unit 17 Park	\$2,500,000	
	Anderson Heights Park	\$700,000	
	Sunrise Terrace Park	\$861,000	
	Tower Pond Park	\$500,000	
	Westgate Community Park	\$1,000,000	
	Land Acquisition	\$500,000	
	New Park Development	\$1,000,000	
Sub-Total: Southwest Service Area	\$9,336,000	\$2,428,272	
Northwest Service Area	Ridgeview Village	\$700,000	
	Andalucia Park	\$850,000	
	Shawn McWethy Park	\$1,800,000	
	Creighton Park	\$2,300,000	
	Piedras Marcadas Dam Park	\$350,000	
	Vista Alegre Park	\$3,000,000	
	Ventana Ranch Community Park	\$1,000,000	
	Vista del Norte Park	\$5,000,000	
	Land Acquisition	\$1,000,000	
	New Park Development	\$2,000,000	
	Country Meadows Park	\$1,500,000	
	Ouray Off Leash Dog Area/Ladera Pond	\$800,000	
	Paradise Skies Park	\$1,000,000	
	Tuscany Park	\$1,000,000	
	Tres Placitas Park	\$600,000	
East Atrisco Park	\$900,000		
Sub-Total: Northwest Service Area	\$23,800,000	\$6,164,912	
TOTAL PARK FACILITIES		\$50,356,000	\$12,398,872

0000078

Component Capital Improvement Plan (CCIP)

2012 through 2022

Open Space Land and Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Prog. Funding
City Wide	Land: Calabacillas Arroyo	\$1,500,000	
	Land: North Geologic Window	\$3,500,000	
	Land: Northern Sand Dunes	\$2,000,000	
	Land: North Rio Puerco Escarpment	\$23,000,000	
	Land: Volcano Cliffs/Volcano Heights Master Plan	\$3,750,000	
	Land: Cerro Colorado Volcano	\$2,250,000	
	Land: Southwest Mesa / "Ceja"	\$17,500,000	
	Land: South Rio Puerco Escarpment	\$5,850,000	
	Land: Southern Sand Dunes	\$1,350,000	
	Land: Tijeras Arroyo	\$3,750,000	
	Land: Tijeras Canyon	\$1,250,000	
	Fencing/Protection/Access Control	\$1,500,000	
	Atrisco Terrace Trails & Parking	\$250,000	
	Calabacillas Arroyo Facilities	\$200,000	
	Candelaria Farm	\$200,000	
	Equestrian Complex	\$250,000	
	Maloof Airfield	\$250,000	
	Northern Sand Dunes Trails & Parking	\$350,000	
	Petroglyph / West Mesa Trails & Parking	\$500,000	
	Piedras Marcadas Pueblo	\$1,000,000	
	Poblanos Fields	\$250,000	
	Shooting Range	\$1,000,000	
	Visitor Center	\$1,000,000	
	Hubbell Farm	\$200,000	
	Southwest Mesa / "Ceja" - Trails & Parking	\$200,000	
	Rio Grande Valley State Park Improvements	\$2,000,000	
	Elena Gallegos / Foothills	\$500,000	
	Tijeras Arroyo/Canyon Facilities	\$250,000	
Manzano / Four Hills	\$250,000		
Montessa Park	\$200,000		
Tres Pistolas/ East Mountains Facilities	\$200,000		
TOTAL OPEN SPACE LAND & FACILITIES		\$10,250,000	\$0,000,000
Trail Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Prog. Funding
City Wide	Central/Unser Gap	\$100,000	
	Unser Trail (Montano - Dellyne)	\$125,000	
	Unser Trail (McMahon - City Limits, Rio Rancho)	\$75,000	
	Unser Trail (McMahon - Bandelier)	\$100,000	
	Boca Negra Dam Trail (Around Dam)	\$187,500	
	Piedras Marcadas Trail	\$300,000	
	MRGCD Drain from PDN along Coors to Eagle Ranch Rd	\$300,000	
	I-40 West Trail - Continue La Presa Dam to 98th St.	\$260,000	
	University Blvd Trail from Gibson to Rio Bravo	\$800,000	
	East I-40 Trail from 6th St. to University	\$500,000	
	Balloon Museum Dr. to Jefferson	\$100,000	
	North Diversion Channel Trail @ Paseo del Norte to Edith Conn	\$200,000	
	98th Tr. Gibson to Dennis Chavez	\$350,000	
	Skyview Trail	\$250,000	
	Ventana Ranch Community Park Trail (Around Dam)	\$300,000	
	Escarpment Trail (Petroglyph National Monument)	\$80,000	
	TOTAL TRAIL FACILITIES		\$4,007,500

Component Capital Improvement Plan (CCIP)

2012 through 2022

Public Safety: Fire Facilities				
Service Area	Project Description	Est. Project Cost	Eligible Cost	Antic. Fee Funding
City Wide	New Volcano Vista Fire Station	\$4,800,000	\$4,800,000	
	Logistics/Fleet	\$9,683,500	\$3,001,885	
	Station 9 Reconstruction	\$4,903,750	\$2,451,875	
	New SW Mesa Fire Station	\$5,053,000	\$5,053,000	
	Communications Center and Equipment*	\$2,350,000	\$705,000	
	TOTAL FIRE FACILITIES	\$26,790,250	\$15,011,760	
	*Fire share			
Public Safety: Police Facilities				
Service Area	Project Description	Est. Project Cost	Eligible Cost	Antic. Fee Funding
City Wide	Communications Center and Equipment*	\$3,975,000	\$1,192,500	
	Land for Permanent Family Advocacy Center	\$1,280,476	\$1,280,476	
	Acquire Firearms Training Solution (Simulator)	\$200,000	\$200,000	
	Expand Communications Center Call Capacity	\$100,000	\$100,000	
	SW Area Command Parking Lot Expansion	\$419,539	\$419,539	
	NE Area Command Expansion/Parking	\$227,000	\$227,000	
	Expansion of Fleet of Marked & Unmarked Veh.	\$500,000	\$500,000	
TOTAL POLICE FACILITIES	\$6,702,015	\$3,919,515	\$1,369,281	
	*Police share			

0000080



City of Albuquerque

2013 - 2022 Decade Plan for Capital Improvements
2013 General Obligation Bond Program

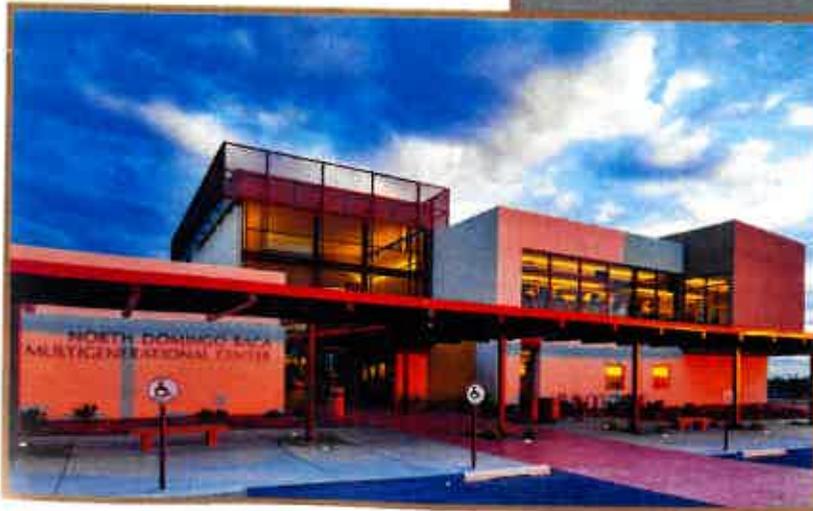
Approved Program



Richard J. Berry, Mayor



Holiday Park Multigenerational Center



North Domingo Baca Multigenerational Center

Department of Municipal Development
Michael J. Riordan, P.E., Director

0000081

Component Capital Improvement Plan (CCIP)

The Component Capital Improvement Plan (CCIP) is the capital program financed with revenues from impact fees. An impact fee is a one-time charge imposed on new development to help fund the costs of capital improvements that are necessitated by and attributable to new development. Impact fees may not be charged retroactively and may not be used for maintenance or repair.

The City Council adopted revised impact fees for four infrastructure types on November 19, 2012 (see Appendix B-45 for a copy of the Ordinance F/S O-12-38)

- Roadway Facilities
- Storm Drain Facilities
- Parks, Recreation, Trails and Open Space Facilities
- Public Safety Facilities

The impact fee planning process took approximately one year. The fees were developed by a consulting team and were reviewed by a citizen committee that included developers, neighborhood association representatives and members of civic organizations.

The CCIP plan reflects the projects that will be built with impact fees as revenues are collected over the next 10-years. It should be noted that impact fees are not the only funding sources needed to complete the described projects.

0000082

Component Capital Improvement Plan (CCIP)

2012 through 2022

Roadway Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
	98th Street, Colobell-Blake	\$3,200,000	
	Irving Blvd Widening, Unser-Rio Los Pinos	\$4,500,000	
	Paseo Del Norte Widening (II), Golf Course-Universe	\$9,300,000	
	St Joseph's, Coors-Atrisco	\$1,300,000	
	Tower Road, Unser-Coors	\$600,000	
	Universe Blvd, Paseo-Unser	\$5,000,000	
	Unser Blvd Widening (III), Paseo del Norte-Paradise	\$6,300,000	
	Blake/98th Intersection	\$1,000,000	
	Unser and Central Intersections	\$5,000,000	
	Alameda Blvd Widening, San Pedro to Louisiana	\$2,100,000	
	Alameda/Louisiana Intersection	\$500,000	
	Carmel/Holly and Barstow Intersection	\$400,000	
	Lomas/Louisiana Intersection	\$300,000	
	Menaul/Wyoming Intersection	\$300,000	
	TOTAL ROADWAY FACILITIES	\$39,800,000	\$35,546,293
Storm Drain Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
Far Northeast Service Area	La Cueva Channel Improvements (MAAMDP-C-4), Barstow-Ventura	\$1,000,000	
	Sub-Total: Far Northeast Service Area	\$1,000,000	
Northwest Service Area	Paseo Del Norte Storm Drain Improvements (PMDMP-B and C), Unser-escarpment	\$3,000,000	
	Unser Storm Drain Improvements, Rainbow-Paseo	\$2,000,000	
	Unser Storm Drain Improvements (PMDMP-A), Paseo-Paradise	\$2,000,000	
	Boca Negra Dam	\$2,500,000	
	Sub-Total: Northwest Service Area	\$9,500,000	
Southwest Service Area	Tower Road Storm Drain, Unser-Coors	\$1,000,000	
	Sub-Total: Southwest Service Area	\$1,000,000	
Tijeras Service Area	Bank Stabilization on the Tijeras Arroyo within the City Limits (TDMP-3A and 7)	\$1,000,000	
	Sub-Total: Tijeras Service Area	\$1,000,000	
	TOTAL STORM DRAIN FACILITIES	\$12,500,000	\$6,929,582

000083

Component Capital Improvement Plan (CCIP)

2012 through 2022

Park Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
Southeast Service Area	Four Hills Park		
	Los Altos Swimming Pool Expansion	\$525,000	
	Manzano Mesa Park	\$3,000,000	
	New Day Park	\$1,020,000	
	Phil Chacon Park	\$500,000	
	Sunport Park	\$500,000	
	Korean War Veterans Park	\$250,000	
	Land Acquisition	\$500,000	
	New Park Development	\$500,000	
	Balduini Park	\$3,000,000	
	Crestview Heights Park	\$400,000	
	Veloport/BMX facility	\$700,000	
		\$250,000	
	Sub-Total: Southeast Service Area	\$11,145,000	\$3,430,184
Northeast Service Area	North Domingo Baca Park		
	Lafayette Park	\$2,500,000	
	Arroyo del Oso Park	\$175,000	
	Comanche North Park	\$1,000,000	
	San Antonio Corridor Park	\$1,000,000	
	Tanoan Corridor Park	\$500,000	
	Land Acquisition	\$700,000	
	Sub-Total: Northeast Service Area	\$6,075,000	\$375,504
Southwest Service Area	Silver Tree Park		
	El Rancho Grande Park	\$1,400,000	
	El Rancho Grande Unit 17 Park	\$875,000	
	Anderson Heights Park	\$2,500,000	
	Sunrise Terrace Park	\$700,000	
	Tower Pond Park	\$861,000	
	Westgate Community Park	\$500,000	
	Land Acquisition	\$1,000,000	
	New Park Development	\$500,000	
Sub-Total: Southwest Service Area	\$9,336,000	\$2,428,272	
Northwest Service Area	Ridgeview Village		
	Andalucia Park	\$700,000	
	Shawn McWethy Park	\$850,000	
	Creighton Park	\$1,800,000	
	Piedras Marcadas Dam Park	\$2,300,000	
	Vista Alegre Park	\$350,000	
	Ventana Ranch Community Park	\$3,000,000	
	Vista del Norte Park	\$1,000,000	
	Land Acquisition	\$5,000,000	
	New Park Development	\$1,000,000	
	Country Meadows Park	\$2,000,000	
	Ouray Off Leash Dog Area/Ladera Pond	\$1,500,000	
	Paradise Skies Park	\$800,000	
	Tuscany Park	\$1,000,000	
	Tres Placitas Park	\$1,000,000	
East Atrisco Park	\$600,000		
Sub-Total: Northwest Service Area	\$23,800,000	\$6,164,912	
TOTAL PARK FACILITIES		\$50,356,000	\$12,398,872

Component Capital Improvement Plan (CCIP)

2012 through 2022

Open Space Land and Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
City Wide	Land: Calabacillas Arroyo	\$1,500,000	
	Land: North Geologic Window	\$3,500,000	
	Land: Northern Sand Dunes	\$2,000,000	
	Land: North Rio Puerco Escarpment	\$23,000,000	
	Land: Volcano Cliffs/Volcano Heights Master Plan	\$3,750,000	
	Land: Cerro Colorado Volcano	\$2,250,000	
	Land: Southwest Mesa / "Ceja"	\$17,500,000	
	Land: South Rio Puerco Escarpment	\$5,850,000	
	Land: Southern Sand Dunes	\$1,350,000	
	Land: Tijeras Arroyo	\$3,750,000	
	Land: Tijeras Canyon	\$1,250,000	
	Fencing/Protection/Access Control	\$1,500,000	
	Atrisco Terrace Trails & Parking	\$250,000	
	Calabacillas Arroyo Facilities	\$200,000	
	Candelaria Farm	\$200,000	
	Equestrian Complex	\$250,000	
	Malool Airfield	\$250,000	
	Northern Sand Dunes Trails & Parking	\$350,000	
	Petroglyph / West Mesa Trails & Parking	\$500,000	
	Piedras Marcadas Pueblo	\$1,000,000	
	Poblanos Fields	\$250,000	
	Shooting Range	\$1,000,000	
	Visitor Center	\$1,000,000	
	Hubbell Farm	\$200,000	
	Southwest Mesa / "Ceja" - Trails & Parking	\$200,000	
	Rio Grande Valley State Park Improvements	\$2,000,000	
	Elena Gallegos / Foothills	\$500,000	
Tijeras Arroyo/Canyon Facilities	\$250,000		
Manzano / Four Hills	\$250,000		
Montessa Park	\$200,000		
Tres Pistolas/ East Mountains Facilities	\$200,000		
TOTAL OPEN SPACE LAND & FACILITIES		\$76,250,000	\$6,168,547
Trail Facilities			
Service Area	Project Description	Est. Project Cost	Antic. Fee Funding
City Wide	Central/Unser Gap		
	Unser Trail (Montano - Dollyne)	\$100,000	
	Unser Trail (McMahon - City Limits, Rio Rancho)	\$125,000	
	Unser Trail (McMahon - Bandelier)	\$75,000	
	Boca Negra Dam Trail (Around Dam)	\$100,000	
	Piedras Marcadas Trail	\$187,500	
	MRGCD Drain from PDN along Coors to Eagle Ranch Rd	\$300,000	
	I-40 West Trail - Continue La Presa Dam to 98th St.	\$300,000	
	University Blvd Trail from Gibson to Rio Bravo	\$260,000	
	East I-40 Trail from 6th St. to University	\$800,000	
	Balloon Museum Dr. to Jefferson	\$500,000	
	North Diversion Channel Trail @ Paseo del Norte to Edith Conn	\$100,000	
	98th Tr. Gibson to Dennis Chavez	\$200,000	
	Skyview Trail	\$350,000	
Ventana Ranch Community Park Trail (Around Dam)	\$250,000		
TOTAL TRAIL FACILITIES		\$3,947,500	\$675,549

Component Capital Improvement Plan (CCIP)

2012 through 2022

Public Safety: Fire Facilities				
Service Area	Project Description	Est. Project Cost	Eligible Cost	Antic. Fee Funding
City Wide	New Volcano Vista Fire Station	\$4,800,000	\$4,800,000	
	Logistics/Fleet	\$9,683,500	\$3,001,885	
	Station 9 Reconstruction	\$4,903,750	\$2,451,875	
	New SW Mesa Fire Station	\$5,053,000	\$5,053,000	
	Communications Center and Equipment*	\$2,350,000	\$705,000	
	TOTAL FIRE FACILITIES	\$26,790,250	\$16,011,760	\$3,145,725
	*Fire share			
Public Safety: Police Facilities				
Service Area	Project Description	Est. Project Cost	Eligible Cost	Antic. Fee Funding
City Wide	Communications Center and Equipment*	\$3,975,000	\$1,192,500	
	Land for Permanent Family Advocacy Center	\$1,280,476	\$1,280,476	
	Acquire Firearms Training Solution (Simulator)	\$200,000	\$200,000	
	Expand Communications Center Call Capacity	\$100,000	\$100,000	
	SW Area Command Parking Lot Expansion	\$419,539	\$419,539	
	NE Area Command Expansion/Parking	\$227,000	\$227,000	
	Expansion of Fleet of Marked & Unmarked Veh.	\$500,000	\$500,000	
	TOTAL POLICE FACILITIES	\$6,702,015	\$3,919,515	\$1,369,261
	*Police share			

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**REAL ESTATE PURCHASE AGREEMENT
BETWEEN**

**THE CITY OF ALBUQUERQUE,
AS PURCHASER**

AND

**VISTA FOUR HILLS LLC., A NEW MEXICO LIMITED LIABILITY COMPANY
AS SELLER**

EFFECTIVE DATE:

-i-

**Real Estate Purchase Agreement
Vista Four Hills, LLC**

0000087

REAL ESTATE PURCHASE AGREEMENT

Real Estate Purchase Agreement ("Agreement") made and entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City" or "Buyer"), Vista Four Hills LLC., a New Mexico Limited Liability Company, ("Seller").

WHEREAS, the City has identified the need for real property for the Tijeras Arroyo Bio Zone for acquisition by the City for Albuquerque Parks and Recreation Department, Open Space Division to be used for permanent Open Space; and,

WHEREAS, Seller is the owner of approximately 20.804 acres +/- acres or 906,222 +/- square feet of vacant land located at the Southeast Side of the Tijeras Arroyo West of Four Hills Road ; and,

WHEREAS, the City is willing to purchase and Seller is willing to sell approximately 20.804 acres +/- acres or 906,222 +/- square feet of vacant land located at the Southeast Side of the Tijeras Arroyo West of Four Hills Road.

NOW, THEREFORE, mutual consideration, and on the terms set forth herein, the City and Seller agree as follows:

I. PURCHASE AGREEMENT

1. Sale.

The Seller shall sell and the City shall purchase that certain tract of real estate in Bernalillo County, New Mexico ("Property") generally known as vacant land located at the Southeast Side of the Tijeras Arroyo West of Four Hills Road, and more specifically described as shown on Exhibit A, attached to this Agreement.

2. Purchase Price.

The purchase price ("Purchase Price") of the Property is Three Hundred Forty Thousand and No/100 Dollars (\$340,000.00) plus or minus the prorations payable by the City to the Seller at the closing of the Sale.

II. SURVEY, TITLE COMMITMENT AND TITLE POLICIES

1. Title Insurance.

At least thirty (30) days prior to the closing of the Sale, the City, at the expense of the City, shall cause the Title Company, defined below, to deliver to the City a commitment ("Title Commitment") for a policy of title insurance covering the Property issued by Fidelity National Title Insurance Company ("Title Company") with offices at 3740 Ellison Rd. NW, Suite 102, Albuquerque, NM, 87114, together with legible copies of documents shown on Schedule B as exceptions. In the Title Commitment, the Title Company or its underwriter will agree to issue to the City, upon the recording of a general warranty deed conveying title to the Property from the Seller to the City, an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price and insuring the title of the City in the Property free and clear of all liens, encumbrances, taxes, subject only to the Permitted Exceptions (defined below).

2. Survey.

At least thirty (30) days prior to the closing of the Sale, the Buyer, at the expense of the Buyer, shall obtain a survey of the Property to be purchased (the "Survey") which is to be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016), and shall include Table A optional items 1 – 6(a), 8, 11, 13, 16-19 and 20. The Surveys will (i) state that the Survey is prepared for the Buyer, the Seller, the Title Company and the underwriter of the Title Company; (ii) contain a written legal description of the Property ; (iii) be certified by a New Mexico licensed surveyor ("Surveyor") as of a date no more than sixty (60) days before the date of the closing of the Sale; (iv) be in form and content acceptable to the Buyer; (v) be sufficient to delete all survey exceptions from and to satisfy all requirements for issuance of the Title Policy; (vi) contain a certification by the Surveyor of the exact area of the Property in square feet or acres; and (vii) show, without limitation, the exact location of all existing or proposed streets, easements, encroachments, protrusions, overlaps, overhangs, utilities, set-backs and restrictions affecting the Property.

3. Notice of Objections to Surveys or Title Commitment.

Within ten (10) days after receipt by the City of the Survey, the City will give written notice to the Seller of any objections the City may have to any matter shown on the Survey and within ten (10) days after receipt by the City of the Title Commitment, the City will give written notice to the Seller of any objections the City may have as to the condition of title to the Property as shown in the Title Commitment (collectively, "Objections"). If the City fails to object to any matter shown on the Survey or fails to object to the condition of title to the Property as shown in the Title Commitment within the ten (10) day period, the City shall be deemed to have waived such matters or conditions. The Seller will attempt to eliminate or modify all Objections to the satisfaction of the City. If the Seller is unable to or does not satisfy the Objections before the closing of the Sale (the "Cure Period"), then the Seller will give notice to the City ten (10) days

before the date of the closing of the Sale of any Objections that the Seller will not be able to or does not satisfy, and the City shall have the following options, one of which shall be exercised by written notice given to Seller within five (5) days after the expiration of the Cure Period: (i) if the Seller has indicated that it will attempt to cure the Objection but it has not been able to do so, the City may agree to an additional period of time up to thirty (30) days in which the Seller may continue to attempt to satisfy the Objections; (ii) the City will give written notice to the Seller that the City will accept title to the Property subject to any unsatisfied Objections, in which event the unsatisfied Objections will be deemed to be waived for all purposes; or (iii) if the City does not exercise options (i) or (ii), the City may terminate this Agreement in which event the Seller and the City will have no further rights, obligations or liabilities to one another under this Agreement. If the City does not deliver written notice to the Seller five (5) days after the expiration of the Cure Period electing one of the above options, the City shall be deemed to have waived the unsatisfied Objections for all purposes pursuant to item (ii) above. Seller shall cause Title Company to remove from the Title Policy at Closing all deeds of trust, mortgages, liens and other interests in the Property or any part thereof (collectively, "Seller's Financing Documents"), and Seller's Financing Documents and property liens shall not be deemed Permitted Exceptions hereunder.

4. Permitted Exceptions.

The Schedule B Standard Exceptions set forth in 13 NMAC 14.5, Section 9 and all matters shown on the Initial Title Commitment, any Updated Title Commitment and the Survey which the City approves or is deemed to have approved pursuant to this paragraph, and any liens or encumbrances caused or created by the City or the City's employees, agents or contractors, will constitute "Permitted Exceptions" for purposes of this Agreement and the Deed.

5. Deed.

The Seller shall convey title to the Property to the City by statutory form General Warranty deed, subject only to the Permitted Exceptions. The description of the Property to be contained in the General Warranty deed shall conform to the description of the Property contained in the Survey, except that if a subdivision plat is required to close the Sale, the description of the Property in the General Warranty deed shall conform to the description of the Property in the recorded subdivision plat.

III. ENVIRONMENTAL INSPECTION

1. Definitions.

As used in this Agreement, the following terms shall have the following definitions:

A. "Environmental Condition" means any condition regarding the presence of Hazardous Materials located on, in, under or originating from the property or located within the improvements thereon with respect to air, soil, surface water or groundwater, which require

response under any Environmental Requirements in effect at the time of their application.

B. "Environmental Requirements" means all applicable federal, state and local governmental agency environmental statutes, ordinances, rules, notices, regulations, standards, permits orders and any other governmental requirements relating, by way of example and not limitation, to the following: (i) the spill, leaked, discharge, emission or release of any Hazardous Material, to the air, surface water, ground water or soil; (ii) the storage, treatment, disposal or handling of any Hazardous Materials and (iii) the construction, operation, maintenance, repair or closing of aboveground or underground storage tanks or impoundments containing Hazardous Materials.

C. "Hazardous Materials" means substances defined as such pursuant to the Comprehensive Environmental Response Compensation and Liability Act, as amended; or as hazardous waste, as that term is defined under the Resource Conservation Recovery Act; PCB's; petroleum hydrocarbons; and substances so defined pursuant to requirements prevailing and applicable on the Effective Date as established by the State of New Mexico.

D. "Other Materials" means any materials or substances which do not come within the definition of Hazardous Materials, including, but not limited to, ACM, radon or other radioactive substances, lead-based paint, nonhazardous wastes or any toxic or polluting substances.

E. "Documents" means all documents, photographs, maps, data, notes, reports, chromatograms, in digital form, print, videotape or other media used to transmit information regarding the environmental condition of any aspect of the property, including, but not limited to the Phase I Report, the Phase II Report, if any, and the Cleanup Plan, if any.

2. Buyer Inspections.

The Buyer shall have the right to conduct any and all investigations it desires to fully examine the environmental characteristics of the Property ("Due Diligence") including, but not limited to, the examination of any improvements located thereon and the evaluation of the Environmental Condition of the Property for the presence of any Hazardous Materials or Other Materials located on, in, under or originating from the Property. The Seller, at City's expense to be paid at closing, shall order the Phase I inspection report by a consultant approved by City. The due diligence period shall be during the period of time ("Due Diligence Period") commencing on the Effective Date and terminating on the later to occur of (i) five (5) days after Buyer's receipt of a Seller's consultant's Phase I Report, if no further environmental investigations are recommended by the Seller's consultant in the Phase I Report; (ii) ten (10) days after the Buyer's receipt of the Seller's consultant's Phase II Report and Cleanup Plan, provided, if the Phase I Report recommends the conduct of further investigations to evaluate the presence of Hazardous Materials; and (iii) sixty (60) days after the Effective Date. The Buyer shall have the right to approve the selection of Seller's consultant for the Phase I Report, and if needed, approve the consultant to prepare and

perform the Phase II Report and Cleanup Plan. The Phase II Report and Cleanup Plan shall be approved by the Buyer prior to the implementation of the Cleanup Plan. However, if the Seller is not required to arrange for the conduct of a Phase II Report, the Buyer, at its option, exercisable by written notice to the Seller within five (5) days following the Buyer's receipt of the Phase I Report (Due Diligence Notice"), may extend the Due Diligence Period through the date which is forty-five (45) days after the date of the Seller's receipt of the Due Diligence Notice. The Due Diligence Period, as so extended, shall be used by the Buyer solely for the purpose of conducting any further investigation or examination of the Environmental Condition of the Property as the Buyer shall deem necessary or desirable. The Seller shall provide the Buyer with the unfettered opportunity to conduct its environmental investigations during the Due Diligence Period.

3. Termination.

If the Buyer or the consultant identify Hazardous Materials or Other Materials on, in, under or originating from the Property which cannot be cleaned up or remediated as required by applicable Environmental Requirements utilizing technological methods currently available or which in the sole and absolute judgment of the Buyer will prevent the Buyer from using the Property, the Buyer may terminate this Agreement and upon termination, the Buyer and the Seller shall have no further right or obligations as between the Buyer and the Seller under this Agreement. In the event Seller elects not to proceed with a Phase II Report and Cleanup Plan, if required by the Buyer, then Buyer, at Buyer's sole discretion, may terminate this Agreement and the parties shall have no further rights or obligations under this Agreement. Seller shall have ten (10) days after receipt of the Phase I Report to provide written notice to the Buyer of its intent not to proceed with a Phase II Report or Cleanup Plan and termination of this Agreement.

4. Notice of Violation.

If the Seller has received or receives notice of a violation of any Environmental Requirement with respect to the Property prior to the date of the Closing, then prior to the Closing, the Seller shall give to the Buyer a letter from the governmental entity charged with the enforcement of the applicable Environmental Requirement stating that the matter has currently been resolved to the satisfaction of that governmental entity, or other equivalent language.

IV. WARRANTIES AND REPRESENTATIONS

1. Seller's Warranties.

The Seller warrants and represents that:

- A. The Seller has good, indefeasible and marketable title to the Property.

B. The Property is in compliance with all applicable laws, ordinances, rules and regulations affecting the Property and the use and occupancy of the Property.

C. The Property has free and uninhibited access to and from a public street, road, alley or other right-of-way.

D. This Agreement and the documents provided for or contemplated by this Agreement will not violate, be in conflict with, result in the breach of or constitute a default under any agreement, mortgage, indenture, deed of trust, lien, order, judgment or instrument to which the Seller is a party or by which the Seller is bound or affected.

E. There are no unpaid bills or claims in connection with construction or repair work on the Property.

F. There are no actions, suits, proceedings or investigations pending or threatened against the Seller or relating to the Property in any court or before any governmental department or agency which would in any material respect affect the validity of this Agreement, or the obligations or the ability of the Seller to perform under this Agreement, including the execution, acknowledgment and delivery of the documents provided for or contemplated by this Agreement and the Seller does not know of any basis for any such action, suit, proceeding or investigation.

G. If the Property is subject to a mortgage, real estate contract, or deed of trust, the Seller is not in default and has not received notice of default under or breach of the mortgage, real estate contract or deed of trust or of the documents evidencing the indebtedness or other obligations secured by the mortgage, real estate contract or deed of trust.

H. If Seller is a corporation, partnership, or other legal entity, Seller warrants that it is duly formed and validly existing under the laws of its domicile, is in good standing with and authorized to do business in the State of New Mexico, and has all requisite authorization and documentation to enter into and close this transaction, and the named corporate officer, partner or agent who executed, acknowledged and delivered this contract, for and on behalf of the Seller, is and was, at all material times, the duly authorized corporate officer, member, partner or agent of the Seller.

2. Real Estate Sales Commissions.

A. The Seller represents and warrants to the City that no other broker, agent, finder or salesman has been involved in the origination, negotiation or consummation of this Agreement and no other fee, commission, compensation or similar payment is due to any other broker, agent, finder or salesman as a result of the origination, negotiation or consummation of this Agreement.

B. The Seller shall defend, indemnify and hold the City harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting from any claim for any fee, commission, compensation or similar payment by any broker, agent, finder or salesman as a result of any action of the Seller related to the origination, negotiation or consummation of this Agreement.

3. Survival of Warranties.

The warranties and representations of the Seller are a material inducement for the City to purchase the Property. The execution and delivery of the general warranty deed by the Seller shall constitute a confirmation and further representation and warranty by the Seller to the City, as of the date of the warranty deed, as to the matters specified in this Agreement and shall survive the closing of the Sale and shall not be merged into the execution and delivery of the warranty deed or any other document executed and delivered subsequently to the execution and delivery of this Agreement.

V. CLOSING

1. Closing of Sale.

Within thirty (30) days after acceptance of title, the City will give the Seller notice of a proposed time and date of closing of the Sale ("Closing"). The Closing will be at the office of the Title Company, either (i) at the time and on the date stated in the notice, or (ii) at such other time, date and place as the Seller and the City may agree in writing. At the Closing, the Seller, the City and the Title Company will perform the following duties:

A. The Seller's Duties. The Seller shall execute and deliver to the Title Company a General Warranty deed conveying the Property to the City, subject only to the Permitted Exceptions.

B. City's Duties. The City shall pay to the Title Company, as escrow agent, the Purchase Price, plus or minus the prorations and any closing costs to be paid by the City. The City's payment shall be made by check of the City or such other method of payment as may be required by the Title Company to make an immediate payment at the Closing of the Purchase Price due to the Seller as provided in this Agreement, or by such other method of payment as the Seller and the City may agree in writing.

C. Title Company's Duties. At or promptly after the Closing, unless otherwise instructed by the Seller and the City, the Title Company will:

(i) record the General Warranty deed in the records of Bernalillo County, New Mexico, and deliver the recorded warranty deed to the City;

(ii) issue and deliver the Title Policy to the City as provided in the Title Commitment, except for any matters which have been eliminated or modified as provided in this Agreement; and

(iii) disburse to the Seller the balance of the Purchase Price due to the Seller and make all other disbursements as provided in the escrow closing statements to be prepared by the Title Company and signed by the Seller and the City at the Closing, including, but not limited to, any disbursements and payments necessary to discharge any obligations which are liens upon the Property, including, but not limited to, liens arising from judgments, taxes or debts secured by deed of trust or mortgage.

2. Possession.

The City shall have the right to possession of the Property as of the Closing and the Seller shall put the City in both legal and actual possession of the Property as of the Closing.

3. Failure to Close.

If the Seller fails to close the Sale for any reason, except as provided in this Agreement, and if the City has fully performed or tendered performance of all the obligations of the City as provided in this Agreement, then, the City shall have the right to either terminate this Agreement or for specific performance. If the City fails to close the Sale, for any reason, except as provided in this Agreement, and if the Seller has fully performed or tendered performance of all of the obligations of the Seller as provided in this Agreement, then the Seller shall have the right to either terminate this Agreement or for specific performance. If this Agreement is terminated by either party as provided in this paragraph, the City and the Seller shall have no further rights, obligations or liabilities as between the City and the Seller as provided in this Agreement.

4. Prorations; Closing Costs.

A. Ad valorem taxes and standby or similar charges for utility services for the year in which the Sale is closed, and rents or other income from the Property, if any, will be prorated to the Closing between the City and the Seller. If the current figures cannot be obtained, the proration shall be based upon the figures for the last assessment period.

B. If the Property is within an improvement district created pursuant to Sections 3-33-1 through 3-33-34, NMSA 1978 as amended or replaced:

(i) The Seller shall, by the Closing, pay all assessments levied against the Property if the improvements for which the assessment has been levied have been constructed; and

(ii) The assessments levied against the Property shall be prorated

between the Seller and the City as of the Closing if the improvements for which the assessment has been levied have not been constructed.

C. The Seller shall pay all pro rata charges which are imposed on the Property for public utility facilities that were constructed prior to the effective date of this Agreement whether the obligation to pay the pro rata charges arises before or subsequent to the Closing.

D. As closing costs, the Buyer will each pay any escrow charges and expenses charged by the Title Company. The Seller and the Buyer will each pay their respective attorneys' fees. The Seller shall pay all costs of the Cleanup Plan, if applicable. The Buyer shall pay the filing fee for recording the warranty deeds. The Buyer shall pay for the Title Commitment. The Buyer shall pay all costs of the Survey, and Phase I Report. The Buyer shall pay for Title Policy, including the premiums for deletion of Exceptions 1 through 4 from the Title Policy. Seller shall pay any recording fees to remove or release any liens or Seller's Financing Documents from title.

VI. MISCELLANEOUS.

1. Waiver Of Default.

No failure by the City to insist upon the strict performance of any term, condition, or covenant of this Agreement or to exercise any right or remedy available on the breach thereof will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this Agreement that the Seller is required to perform and no breach thereof, will be waived, altered, or modified, except by written instrument executed by the City. No exercise or failure to exercise any right or power of the Seller or of the City as provided in this Agreement will be considered to exhaust that right or power.

2. Time Is Of The Essence.

Time is of the Essence in the performance of this Agreement.

3. Notices.

All notices, requests, demands and other communications given under this Agreement will be in writing, and, unless otherwise specified in this Agreement, will be deemed to have been given if delivered in person or if delivery is refused, or on receipt or upon the date of refusal of delivery, if mailed by certified or registered mail, postage pre-paid, and addressed to the Seller or to the City at the following addresses, unless either the Seller or the City changes the Seller's or the City's address by giving written notice of the change to the other. The addresses for notices are:

- A. Notice to the Sellers:
Vista Four Hills LLC
P.O. Box 999

Corrales, NM 87048-0999

B. Notice to the City:
City of Albuquerque
Planning Department
P. O. Box 1293
Albuquerque, New Mexico 87103
Attn: Real Property Division Manager

4. Exhibits.

All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, are hereby incorporated into this Agreement by reference and are made a part hereof as though set forth in full in this Agreement to the extent they are consistent with the terms and conditions of this Agreement.

5. Further Action.

At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

6. Severability/invalidity.

In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provision of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Seller in its respective rights and obligations contain in the valid covenants, conditions or provisions of this Agreement.

7. Governing Laws and Venue.

This Agreement is governed by the laws of the State of New Mexico. Both Seller and the City agree to the exclusive jurisdiction of the courts of the State of New Mexico for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Bernalillo.

8. Attorneys' Fees and Legal Costs

If either party to this Agreement institutes any action or proceeding in court to enforce any provision hereof, for an alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, each

party shall be responsible for its own attorneys' fees (including the reasonable fees and disbursements and charges of internal legal counsel) and litigation expenses, including, but not limited to expert witness fees, and service of process fees.

9. Force Majeure.

If performance of part or any portion of this Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor or materials or reasonable substitutes for those items; government actions; civil commotions, fire; flood or other casualty; or other causes beyond the reasonable control of the Party obligated to perform, performance by that Party for a period equal to the period of that prevention, delay, or stoppage is excused.

10. Approval of the City; Binding Effect.

This Agreement is subject to approval and signature by the Chief Administrative Officer of the City or her designee. Upon execution of this Agreement by the Chief Administrative Officer, the covenants, terms and conditions of this Agreement will be binding on and inure to the benefit of the City and of the Seller and of their respective heirs, devisees, personal representatives, successors and assigns.

11. Effective Date.

The effective date of this Agreement shall be the date of approval and execution by the Chief Administrative Officer of the City or her designee.

12. Final Dates.

If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.

13. Limitations on Liability.

Neither party has any liability with respect to the obligations under this contract or otherwise for incidental, consequential, special, indirect, exemplary or punitive damages even if it has been advised of the possibility of such damages.

14. Representation.

Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this contract. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that except as expressly set forth herein, no representations have been made by either party to induce the other party to execute this Contract.

15. Multiple Counterparts.

The Agreement may be signed in multiple counterparts or with detachable signature pages, but in either, or both, circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one agreement, but in the making of proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

16. Audits and Inspections.

Sellers understand and will abide by all provisions of the Accountability In Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994.

17. Headings and Captions.

Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

18. Public Document.

City is a municipal corporation under the laws of the State of New Mexico. City and Seller acknowledge that this Agreement is subject to the New Mexico Inspection of Public Records Act, §14-2-1 et seq. NMSA 1978 and is a "public record" within the meaning of said Act.

19. Interpretation.

Whenever the context hereof will so require, the singular will include the plural, the male gender will include the female gender and the neuter and vice versa. The terms "include", "includes", "including" and similar terms will be construed to mean "without limitation". All references to Sections, subsections, Exhibits and Articles will be deemed references to Sections, subsections, and Articles of this Agreement and to Exhibits, which are attached hereto and made a part hereof for all purposes.

20. Entire Agreement.

This Agreement, including the attached Exhibits, constitutes the full and final agreement of the parties and incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. All prior negotiations and agreements are merged into this agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement may modify this Real Estate Sales Agreement unless it is in writing and signed by the parties or their authorized agents. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date indicated by each signature, and the Agreement is effective after approval and signature of the City's Chief Administrative Officer or her authorized designee.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]
The remaining space is intentionally left blank.

CITY OF ALBUQUERQUE:

SN

Sarita Nair
Chief Administrative Officer

Date of Approval:

11/13/18

RECOMMENDED:

David Simon
David Simon, Director
Parks & Recreation Department

Date of Recommendation:

10/19/18

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on this 13th day of November 2018, by Sarita Nair, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Janel Son
Notary Public

My Commission Expires:

3/22/22

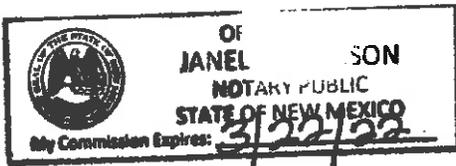


EXHIBIT A

EXHIBIT A

The North one-half [N. 1/2] of the Northwest one-quarter [NW 1/4] of Northeast one-quarter [NE 1/4] and Northwest one-quarter [NW 1/4] of Northeast one-quarter [NE 1/4] of Northeast one-quarter [NE 1/4], Township 10 North, Range 4 East, Section 34, N.M.P.M., Bernalillo County, New Mexico.

EXCEPTING THEREFROM portion described as:

A certain tract of land situate within the NW 1/4, NE 1/4, NE 1/4 of Section 34, Township 10 North, Range 4 East, N.M.P.M., Bernalillo County, New Mexico, and being more particularly described as follows: Beginning at the Northeast corner of the tract herein described, from whence the Northeast corner of Section 34, Township 10 North, Range 4 East, N.M.P.M., bears N. 86 deg. 13' 11" E., 682.99 feet distant; thence S. 01 deg. 25' 33" W., 602.65 feet; thence N, 88 deg. 55' 00" W., 680.60 feet; thence N. 01 deg. 05' 00" E., 419.30 feet; thence N. 76 deg. 05' 00" E., 708.34 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM portion described as:

A certain tract of land situate within the NW1/4, NE1/4, NE1/4 of Section 34, T 10 N, R 4 E, NMPM, and being more particularly described as follows:

Beginning at the Northeast corner of the tract herein described from whence the North 1/4 corner of said Section 34, T 10 N, R 4 E, NMPM bears N 52 deg 14' 55" W, 848.64 feet distant; thence, S 00 deg 54'52" W, 140.00 feet to a point on the North line of VISTA FOUR HILLS, a Subdivision in Bernalillo County, New Mexico, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on May 25, 1979 in Volume D9, folio 133 and being the same and identical Northeast corner of Lot 1, Block 1 of said VISTA FOUR HILLS; thence, along said North line N 88 deg. 49' 42" W, 400.11 feet to a point being the same and identical Northwest corner of Lot 4, Block 1 of said VISTA FOUR HILLS: thence, leaving said North line N 00 deg. 51'29" E, 50.00 feet; thence, S 88 deg. 49' 42" E, 100.00 feet; thence, N 00 deg. 51'29" E, 90.00 feet; thence, S 88 deg. 49'42" 300.25 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM portion described as:

A certain tract of land situate within the NW1/4, NW1/4, NE1/4 of Section 34, T10N, R4E, N.M.P.M., and being more particularly described as follows:

Beginning at the Northeast corner of the tract herein described from whence the North 1/4 corner of said Section 34, T10N, R4E, NMPM bears N. 24 deg. 08' 17" W., 658.99 feet distant; Thence S. 00 deg. 51' 29" W., 50.0 feet to a point on the North line of Vista Four Hills, a subdivision in Bernalillo County, New Mexico, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on May 25, 1979, in Volume D9, folio 133 and being the same and identical Northeast corner of said Lot 5, N. 88 deg. 49' 42" W., 100.65 feet to the Northwest corner of said Lot 5; Thence, leaving said North line N. 00 deg. 51' 29" E., 50.0 feet, Thence S. 88 deg. 49'42" E., 100.65 feet to the point of beginning.

**REAL ESTATE PURCHASE AGREEMENT
BETWEEN**

**THE CITY OF ALBUQUERQUE,
AS PURCHASER
AND**

**CHANT FAMILY II LIMITED LIABILITY PARTNERSHIP, A NEW MEXICO LIMITED
PARTNERSHIP
AS SELLER**

EFFECTIVE DATE:

-i-

**Real Estate Purchase Agreement
Chant Family II Limited Partnership
Tract A-4-A & A-4-B, Chant Property Addition**

0000105

REAL ESTATE PURCHASE AGREEMENT

Real Estate Purchase Agreement ("Agreement") made and entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City" or "Buyer"), Chant Family II Limited Partnership, a New Mexico limited partnership, ("Seller").

WHEREAS, the City has identified the need for real property for the Tijeras Arroyo Bio Zone for acquisition by the City for Albuquerque Parks and Recreation Department, Open Space Division to be used for permanent Open Space; and,

WHEREAS, Seller is the owner of approximately 13.4020 acres +/- or 583,790 +/- square feet of vacant land, also known as Tract A-4-A, Chant Property Addition, and approximately 3.3191 acres +/- or 144,579 +/- square feet of vacant land, also known as Tract A-4-B, Chant Property Addition and,

WHEREAS, the City is willing to purchase and Seller is willing to sell approximately 13.4020 acres +/- or 583,790 +/- square feet of vacant land, also known as Tract A-4-A, Chant Property Addition, and approximately 3.3191 acres +/- or 144,579 +/- square feet of vacant land, also known as Tract A-4-B, Chant Property Addition.

NOW, THEREFORE, mutual consideration, and on the terms set forth herein, the City and Seller agree as follows:

I. PURCHASE AGREEMENT

1. Sale.

The Seller shall sell and the City shall purchase that certain tract of real estate in Bernalillo County, New Mexico ("Property") generally known Tract A-4-A and Tract A-4-B of Chant Property Additions as more specifically described and shown on Exhibit A attached hereto and made a part of this Agreement.

2. Purchase Price.

The purchase price ("Purchase Price") of the Property is TWO HUNDRED NINETY THOUSAND and No/100 Dollars (\$290,000.00) plus or minus the prorations payable by the City to the Seller at the closing of the Sale.

II. SURVEY, TITLE COMMITMENT AND TITLE POLICIES

1. Title Insurance.

At least thirty (30) days prior to the closing of the Sale, the City, at the expense of the City, shall cause the Title Company, defined below, to deliver to the City a commitment ("Title Commitment") for a policy of title insurance covering the Property issued by Stewart Title of Albuquerque ("Title Company") with offices located at 7801 Academy Rd NE, Bldg. 1, Ste. 101, Albuquerque, NM 87109, together with legible copies of documents shown on Schedule B as exceptions. In the Title Commitment, the Title Company or its underwriter will agree to issue to the City, upon the recording of a general warranty deed conveying title to the Property from the Seller to the City, an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price and insuring the title of the City in the Property free and clear of all liens, encumbrances, taxes, subject only to the Permitted Exceptions (defined below).

2. Notice of Objections to Title Commitment.

Within ten (10) days after receipt by the City of the Title Commitment, the City will give written notice to the Seller of any objections the City may have as to the condition of title to the Property as shown in the Title Commitment (collectively, "Objections"). If the City fails to object to the condition of title to the Property as shown in the Title Commitment within the ten (10) day period, the City shall be deemed to have waived such matters or conditions. The Seller will attempt to eliminate or modify all Objections to the satisfaction of the City. If the Seller is unable to or does not satisfy the Objections before the closing of the Sale (the "Cure Period"), then the Seller will give notice to the City ten (10) days before the date of the closing of the Sale of any Objections that the Seller will not be able to or does not satisfy, and the City shall have the following options, one of which shall be exercised by written notice given to Seller within five (5) days after the expiration of the Cure Period: (i) if the Seller has indicated that it will attempt to cure the Objection but it has not been able to do so, the City may agree to an additional period of time up to thirty (30) days in which the Seller may continue to attempt to satisfy the Objections; (ii) the City will give written notice to the Seller that the City will accept title to the Property subject to any unsatisfied Objections, in which event the unsatisfied Objections will be deemed to be waived for all purposes; or (iii) if the City does not exercise options (i) or (ii), the City may terminate this Agreement in which event the Seller and the City will have no further rights, obligations or liabilities to one another under this Agreement. If the City does not deliver written notice to the Seller five (5) days after the expiration of the Cure Period electing one of the above options, the City shall be deemed to have waived the unsatisfied Objections for all purposes pursuant to item (ii) above. Seller shall cause Title Company to remove from the Title Policy at Closing all deeds of trust, mortgages, liens and other interests in the Property or any part thereof (collectively, "Seller's Financing Documents"), and Seller's Financing Documents and property liens shall not be deemed Permitted Exceptions hereunder.

3. Permitted Exceptions.

The Schedule B Standard Exceptions set forth in 13 NMAC 14.5, Section 9 and all matters shown on the Initial Title Commitment, and any Updated Title Commitment which the City approves or is deemed to have approved pursuant to paragraph 2, and any liens or encumbrances caused or created by the City or the City's employees, agents or contractors, will constitute "Permitted Exceptions" for purposes of this Agreement and the Deed.

4. Deed.

The Seller shall convey title to the Property to the City by statutory form Special Warranty deed, subject only to the Permitted Exceptions. The description of the Property to be contained in the Special Warranty deed shall conform to the description of the Property contained in the Survey, except that if a subdivision plat is required to close the Sale, the description of the Property in the Special Warranty deed shall conform to the description of the Property in the recorded subdivision plat.

III. ENVIRONMENTAL INSPECTION

1. Definitions.

As used in this Agreement, the following terms shall have the following definitions:

A. "Environmental Condition" means any condition regarding the presence of Hazardous Materials located on, in, under or originating from the property or located within the improvements thereon with respect to air, soil, surface water or groundwater, which require response under any Environmental Requirements in effect at the time of their application.

B. "Environmental Requirements" means all applicable federal, state and local governmental agency environmental statutes, ordinances, rules, notices, regulations, standards, permits orders and any other governmental requirements relating, by way of example and not limitation, to the following: (i) the spill, leaked, discharge, emission or release of any Hazardous Material, to the air, surface water, ground water or soil; (ii) the storage, treatment, disposal or handling of any Hazardous Materials and (iii) the construction, operation, maintenance, repair or closing of aboveground or underground storage tanks or impoundments containing Hazardous Materials.

C. "Hazardous Materials" means substances defined as such pursuant to the Comprehensive Environmental Response Compensation and Liability Act, as amended; or as hazardous waste, as that term is defined under the Resource Conservation Recovery Act; PCB's; petroleum hydrocarbons; and substances so defined pursuant to requirements prevailing and

applicable on the Effective Date as established by the State of New Mexico.

D. "Other Materials" means any materials or substances which do not come within the definition of Hazardous Materials, including, but not limited to, ACM, radon or other radioactive substances, lead-based paint, nonhazardous wastes or any toxic or polluting substances.

E. "Documents" means all documents, photographs, maps, data, notes, reports, chromatograms, in digital form, print, videotape or other media used to transmit information regarding the environmental condition of any aspect of the property, including, but not limited to the Phase I Report, the Phase II Report, if any, and the Cleanup Plan, if any.

2. Buyer Inspections.

Within ten (10) days after receipt by all parties of the executed purchase agreement, Seller, at Seller's expense, will cause to have performed a Phase I Environmental Condition report for the Property. The Buyer shall have the right to conduct any and all investigations it desires to fully examine the environmental characteristics of the Property ("Due Diligence") including, but not limited to, the examination of any improvements located thereon and the evaluation of the Environmental Condition of the Property for the presence of any Hazardous Materials or Other Materials located on, in, under or originating from the Property during the period of time ("Due Diligence Period") commencing on the Effective Date and terminating on the later to occur of (i) five (5) days after Buyer's receipt of a Seller's Consultant's Phase I Report, if no further environmental investigations are recommended by the Seller's Consultant in the Phase I Report; and (ii) ten (10) days after the Buyer's receipt of the Seller's Consultant's Phase II Report and Cleanup Plan, provided, that the Phase I Report recommends the conduct of further investigations to evaluate the presence of Hazardous Materials and Buyer elects to obtain a Phase II Report. The Buyer shall have the right to approve the selection of Seller's consultant for the Phase I Report, and if needed, approve the consultant to prepare and perform the Phase II Report and Cleanup Plan. The Phase II Report and Cleanup Plan shall be approved by the Buyer prior to the implementation of the Cleanup Plan. However, if the Seller is not required to arrange for the conduct of a Phase II Report, the Buyer, at its option, exercisable by written notice to the Seller within five (5) days following the Buyer's receipt of the Phase I Report ("Due Diligence Notice"), may extend the Due Diligence Period through the date which is forty-five (45) days after the date of the Seller's receipt of the Due Diligence Notice. The Due Diligence Period, as so extended, shall be used by the Buyer solely for the purpose of conducting any further investigation or examination of the Environmental Condition of the Property as the Buyer shall deem necessary or desirable. The Seller shall provide the Buyer with the unfettered opportunity to conduct its environmental investigations during the Due Diligence Period. Any Phase II Report shall be paid for by Buyer. Buyer acknowledges that there are monitoring wells located on the Property, and Seller represents that it has provided up-to-date reports from such

monitoring to Eric R. Johnson of NV5, the environmental consultant performing the Phase I.

3. Termination.

If the Buyer or the Consultant identify Hazardous Materials or Other Materials on, in, under or originating from the Property which cannot be cleaned up or remediated as required by applicable Environmental Requirements utilizing technological methods currently available or which in the sole and absolute judgment of the Buyer will prevent the Buyer from using the Property, the Buyer may terminate this Agreement and upon termination, the Buyer and the Seller shall have no further right or obligations as between the Buyer and the Seller under this Agreement. In the event Seller elects not to proceed with a Phase II Report and Cleanup Plan, if required by the Buyer, then Buyer, at Buyer's sole discretion, may terminate this Agreement and the parties shall have no further rights or obligations under this Agreement. Seller shall have ten (10) days after receipt of the Phase I Report to provide written notice to the Buyer of its intent not to proceed with a Phase II Report or Cleanup Plan and termination of this Agreement.

4. Notice of Violation.

If the Seller has received or receives notice of a violation of any Environmental Requirement with respect to the Property prior to the date of the Closing, then prior to the Closing, the Seller shall give to the Buyer a letter from the governmental entity charged with the enforcement of the applicable Environmental Requirement stating that the matter has currently been resolved to the satisfaction of that governmental entity, or other equivalent language.

IV. WARRANTIES AND REPRESENTATIONS

1. Seller's Warranties.

The Seller warrants and represents that:

- A. The Seller has good, indefeasible and marketable title to the Property.
- B. To Seller's knowledge, the Property is in compliance with all applicable laws, ordinances, rules and regulations affecting the Property and the use and occupancy of the Property.
- C. The Property shall have free and uninhibited access to and from a public street, road, alley or other right-of-way through other property owned by the City as of the Closing.
- D. This Agreement and the documents provided for or contemplated by this Agreement will not violate, be in conflict with, result in the breach of or constitute a default under any agreement, mortgage, indenture, deed of trust, lien, order, judgment or instrument to which the Seller is a party or by which the Seller is bound or affected.

E. There are no unpaid bills or claims in connection with construction or repair work on the Property.

F. There are no actions, suits, proceedings or investigations pending or threatened against the Seller or relating to the Property in any court or before any governmental department or agency which would in any material respect affect the validity of this Agreement, or the obligations or the ability of the Seller to perform under this Agreement, including the execution, acknowledgment and delivery of the documents provided for or contemplated by this Agreement and the Seller does not know of any basis for any such action, suit, proceeding or investigation.

G. If the Property is subject to a mortgage, real estate contract, or deed of trust, the Seller is not in default and has not received notice of default under or breach of the mortgage, real estate contract or deed of trust or of the documents evidencing the indebtedness or other obligations secured by the mortgage, real estate contract or deed of trust.

H. If Seller is a corporation, partnership, or other legal entity, Seller warrants that it is duly formed and validly existing under the laws of its domicile, is in good standing with and authorized to do business in the State of New Mexico, and has all requisite authorization and documentation to enter into and close this transaction, and the named corporate officer, partner or agent who executed, acknowledged and delivered this contract, for and on behalf of the Seller, is and was, at all material times, the duly authorized corporate officer, member, partner or agent of the Seller.

2. Real Estate Sales Commissions.

A. The Seller represents and warrants to the City that no other broker, agent, finder or salesman has been involved in the origination, negotiation or consummation of this Agreement and no other fee, commission, compensation or similar payment is due to any other broker, agent, finder or salesman as a result of the origination, negotiation or consummation of this Agreement.

B. The Seller shall defend, indemnify and hold the City harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting from any claim for any fee, commission, compensation or similar payment by any broker, agent, finder or salesman as a result of any action of the Seller related to the origination, negotiation or consummation of this Agreement.

3. Survival of Warranties.

The warranties and representations of the Seller are a material inducement for the City to purchase the Property. The execution and delivery of the special warranty deed by the Seller shall constitute a confirmation and further representation and warranty by the Seller to the City, as of the date of the special warranty deed, as to the matters specified in Section 1(B) through (H) of this Agreement and shall survive the closing of the Sale for a period of twelve (12) months and shall not be merged into the execution and delivery of the special warranty deed or any other document executed and delivered subsequently to the execution and delivery of this Agreement. The representation contained in Section IV(1)(A) shall merge with the special warranty deed at Closing and shall thereupon expire.

V. CLOSING

1. Closing of Sale.

Within thirty (30) days after acceptance of title, the City will give the Seller notice of a proposed time and date of closing of the Sale ("Closing"). The Closing will be at the office of the Title Company, either (i) at the time and on the date stated in the notice, or (ii) at such other time, date and place as the Seller and the City may agree in writing. At the Closing, the Seller, the City and the Title Company will perform the following duties:

A. The Seller's Duties. The Seller shall execute and deliver to the Title Company a General Warranty deed conveying the Property to the City, subject only to the Permitted Exceptions.

B. City's Duties. The City shall pay to the Title Company, as escrow agent, the Purchase Price, plus or minus the prorations and any closing costs to be paid by the City. The City's payment shall be made by check of the City or such other method of payment as may be required by the Title Company to make an immediate payment at the Closing of the Purchase Price due to the Seller as provided in this Agreement, or by such other method of payment as the Seller and the City may agree in writing.

C. Title Company's Duties. At or promptly after the Closing, unless otherwise instructed by the Seller and the City, the Title Company will:

(i) record the Special Warranty deed in the records of Bernalillo County, New Mexico, and deliver the recorded warranty deed to the City;

(ii) issue and deliver the Title Policy to the City as provided in the Title Commitment, except for any matters which have been eliminated or modified as provided

in this Agreement; and

(iii) disburse to the Seller the balance of the Purchase Price due to the Seller and make all other disbursements as provided in the escrow closing statements to be prepared by the Title Company and signed by the Seller and the City at the Closing, including, but not limited to, any disbursements and payments necessary to discharge any obligations which are liens upon the Property, including, but not limited to, liens arising from judgments, taxes or debts secured by deed of trust or mortgage.

2. Possession.

The City shall have the right to possession of the Property as of the Closing and the Seller shall put the City in both legal and actual possession of the Property as of the Closing.

3. Failure to Close.

If the Seller fails to close the Sale for any reason, except as provided in this Agreement, and if the City has fully performed or tendered performance of all the obligations of the City as provided in this Agreement, then, the City shall have the right to either terminate this Agreement or for specific performance. If the City fails to close the Sale, for any reason, except as provided in this Agreement, and if the Seller has fully performed or tendered performance of all of the obligations of the Seller as provided in this Agreement, then the Seller shall have the right to either terminate this Agreement or sue for specific performance. If this Agreement is terminated by either party as provided in this paragraph, the City and the Seller shall have no further rights, obligations or liabilities as between the City and the Seller except as otherwise provided in this Agreement.

4. Prorations; Closing Costs.

A. Ad valorem taxes and standby or similar charges for utility services for the year in which the Sale is closed, and rents or other income from the Property, if any, will be prorated to the Closing between the City and the Seller. If the current figures cannot be obtained, the proration shall be based upon the figures for the last assessment period.

B. If the Property is within an improvement district created pursuant to Sections 3-33-1 through 3-33-34, NMSA 1978 as amended or replaced:

(i) The Seller shall, by the Closing, pay all assessments levied against the Property if the improvements for which the assessment has been levied have been constructed; and

(ii) The assessments levied against the Property shall be prorated

between the Seller and the City as of the Closing if the improvements for which the assessment has been levied have not been constructed.

C. The Seller shall pay all pro rata charges which are imposed on the Property for public utility facilities that were constructed prior to the effective date of this Agreement whether the obligation to pay the pro rata charges arises before or subsequent to the Closing.

D. As closing costs, the Seller and the Buyer will each pay one half of any escrow charges and expenses charged by the Title Company. The Seller and the Buyer will each pay their respective attorneys' fees. The Seller shall pay all costs of the Cleanup Plan, if applicable. The Buyer shall pay the filing fee for recording the warranty deeds. The City shall pay for the Title Commitment. The Seller shall pay all costs of the Phase I Report. The Seller shall pay all costs for the Title Policy, including the premiums for deletion of Exceptions 1 through 4 from the Title Policy. Seller shall pay any recording fees to remove or release any liens or Seller's Financing Documents from title.

VI. MISCELLANEOUS.

1. Waiver Of Default.

No failure by the City to insist upon the strict performance of any term, condition, or covenant of this Agreement or to exercise any right or remedy available on the breach thereof will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this Agreement that the Seller is required to perform and no breach thereof, will be waived, altered, or modified, except by written instrument executed by the City. No exercise or failure to exercise any right or power of the Seller or of the City as provided in this Agreement will be considered to exhaust that right or power.

2. Time Is Of The Essence.

Time is of the Essence in the performance of this Agreement.

3. Notices.

All notices, requests, demands and other communications given under this Agreement will be in writing, and, unless otherwise specified in this Agreement, will be deemed to have been given if delivered in person or if delivery is refused, or on receipt or upon the date of refusal of delivery, if mailed by certified or registered mail, postage pre-paid, and addressed to the Seller or to the City at the following addresses, unless either the Seller or the City changes the Seller's or the City's address by giving written notice of the change to the other. The addresses for notices are:

A. Notice to the Sellers:

Chant Family II Limited Partnership
PO Box 94058
Albuquerque, NM 87199

With a copy to:

Bruce Castle
Castle & Castle
3915 Carlisle Blvd NE
Albuquerque, NM 87107

B. Notice to the City:

City of Albuquerque
Planning Department
P. O. Box 1293
Albuquerque, New Mexico 87103
Attn: Real Property Division Manager

4. Exhibits.

All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, are hereby incorporated into this Agreement by reference and are made a part hereof as though set forth in full in this Agreement to the extent they are consistent with the terms and conditions of this Agreement.

5. Further Action.

At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

6. Severability/invalidity.

In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provision of this

Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Seller in its respective rights and obligations contain in the valid covenants, conditions or provisions of this Agreement.

7. Governing Laws and Venue.

This Agreement is governed by the laws of the State of New Mexico. Both Seller and the City agree to the exclusive jurisdiction of the courts of the State of New Mexico for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Bernalillo.

8. Attorneys' Fees and Legal Costs

If either party to this Agreement institutes any action or proceeding in court to enforce any provision hereof, for an alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, each party shall be responsible for its own attorneys' fees (including the reasonable fees and disbursements and charges of internal legal counsel) and litigation expenses, including, but not limited to expert witness fees, and service of process fees.

9. Force Majeure.

If performance of part or any portion of this Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor or materials or reasonable substitutes for those items; government actions; civil commotions, fire; flood or other casualty; or other causes beyond the reasonable control of the Party obligated to perform, performance by that Party for a period equal to the period of that prevention, delay, or stoppage is excused.

10. Approval of the City; Binding Effect.

This Agreement is subject to approval and signature by the Chief Administrative Officer of the City or her designee. Upon execution of this Agreement by the Chief Administrative Officer, the covenants, terms and conditions of this Agreement will be binding on and inure to the benefit of the City and of the Seller and of their respective heirs, devisees, personal representatives, successors and assigns.

11. Effective Date.

The effective date of this Agreement shall be the date of approval and execution by the Chief Administrative Officer of the City or her designee.

12. Final Dates.

If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be

extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.

13. Limitations on Liability.

Neither party has any liability with respect to the obligations under this contract or otherwise for incidental, consequential, special, indirect, exemplary or punitive damages even if it has been advised of the possibility of such damages.

14. Representation.

Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this contract. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that except as expressly set forth herein, no representations have been made by either party to induce the other party to execute this Contract.

15. Multiple Counterparts.

The Agreement may be signed in multiple counterparts or with detachable signature pages, but in either, or both, circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one agreement, but in the making of proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

16. Audits and Inspections.

Sellers understand and will abide by all provisions of the Accountability In Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994.

17. Headings and Captions.

Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

18. Public Document.

City is a municipal corporation under the laws of the State of New Mexico. City and Seller acknowledge that this Agreement is subject to the New Mexico Inspection of Public Records Act, §14-2-1 et seq. NMSA 1978 and is a "public record" within the meaning of said Act.

19. Interpretation.

Whenever the context hereof will so require, the singular will include the plural,

the male gender will include the female gender and the neuter and vice versa. The terms "include", "includes", "including" and similar terms will be construed to mean "without limitation". All references to Sections, subsections, Exhibits and Articles will be deemed references to Sections, subsections, and Articles of this Agreement and to Exhibits, which are attached hereto and made a part hereof for all purposes.

20. Entire Agreement.

This Agreement, including the attached Exhibits, constitutes the full and final agreement of the parties and incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. All prior negotiations and agreements are merged into this agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement may modify this Real Estate Sales Agreement unless it is in writing and signed by the parties or their authorized agents. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date indicated by each signature, and the Agreement is effective after approval and signature of the City's Chief Administrative Officer or her authorized designee.

**[SIGNATURE PAGES IMMEDIATELY FOLLOWING]
The remaining space is intentionally left blank.**

CITY OF ALBUQUERQUE:

SM

Sarita Nair

Chief Administrative Officer

Date:

12-14-18

RECOMMENDED:

[Signature]

David J. Simon, Director
Parks & Recreation Department

(K)
12/13/18

Date of Recommendation:

12/13/18

SELLER:

CHANT FAMILY II LIMITED PARTNERSHIP,
a New Mexico limited partnership

By: CHANT FAMILY II LIMITED LIABILITY COMPANY,
a New Mexico limited liability company,
Its General Partner

By:

[Signature]

Gregory A. Chant, Member

Date: 11.27.18

By:

[Signature]

Ethan N. Chant, Member

Date: 11.27.18

By:

[Signature]

Christopher H. Chant, Member

Date: 11-27-18

Easement Notes (Cont'd)

- 9 EXISTING 15' PUBLIC DRAINAGE EASEMENT (6/19/2003, 2003C-181)
- 10 EXISTING 20' PUBLIC SANITARY SEWER EASEMENT (6/19/2003, 2003C-181)
- 11 EXISTING PUBLIC SANITARY SEWER EASEMENT (2/6/1970, BK. MISC. 153, PG. 864)
- 12 EXISTING 10' PNM AND M&T#1 EASEMENT (10/7/1977, BK. MISC. 953, PG. 360)
- 13 EXISTING DRAINAGE, WATER, SEWER AND PUBLIC UTILITIES EASEMENT (4/8/1984, BK. 94-11, PG. 6545)
- 14 EXISTING CONSTRUCTION MAINTENANCE EASEMENT (4/8/1984, BK. 94-11, PG. 6545) SHOWN HEREON AS []
- 15 EXISTING 10' PNM AND US WEST COMMUNICATIONS, INC. EASEMENT (6/3/1987, BK. 97-15, PG. 1622)
- 16 EXISTING 10' PNM GAS SERVICES EASEMENT (4/13/1988, BK. 9808, PG. 2172)
- 17 EXISTING 10' WATER AND SANITARY SEWER EASEMENT (6/19/2003, 2003C-181)
- 18 DECLARATION AND GRANT OF PRIVATE ACCESS EASEMENT (6/14/2018, DOC. NO. 2018048652)

- 1 EXISTING 30' DRAINAGE EASEMENT (9/22/1983, C22-41)
- 2 EXISTING DRAINAGE EASEMENT (9/22/1983, C22-41) SHOWN HEREON AS [] THIS AREA IS ALSO THE BOUNDARY OF FLOOD ZONE "A"
- 3 EXISTING 150' WIDE PNM TRANSMISSION LINE AND RIGHT OF WAY EASEMENT (1/28/1988, BK. D-412, PG. 215)
- 4 EXISTING 10' - 15' WATER, SEWER AND PUBLIC UTILITIES EASEMENT (4/8/1984, BK. 94-11, PG. 6542)
- 5 EXISTING PERMANENT PUBLIC WATERLINE EASEMENT (4/25/1987, BK. 97-11, PG. 3379) AND (5/22/1987, BK. 97-13, PG. 8114)
- 6 INTENTIONALLY OMITTED
- 7 EXISTING 15' WIDE WATER LINE EASEMENT (10/1/1973, BK. MISC. 334, PG. 487)
- 8 EXISTING 20' WIDE 46KV POWER TRANSMISSION LINE EASEMENT (2/15/1988, BK. MISC. 94, PG. 421)

Easement Notes
 1 EXISTING 30' DRAINAGE EASEMENT (9/22/1983, C22-41)
 2 EXISTING DRAINAGE EASEMENT (9/22/1983, C22-41) SHOWN HEREON AS [] THIS AREA IS ALSO THE BOUNDARY OF FLOOD ZONE "A"

Plat for
Tracts A-4-B and A-4-C
Chant Property Addition
Being Comprised of
Tract A-4, less that Portion
outside Albuquerque City Limits
known as A-4-A,
Chant Property Addition
City of Albuquerque
Bernalillo County, New Mexico
July 2018

Legend

- N 90°00'00" E
- (N 90°00'00" E)
- FOUND MONUMENT AS INDICATED
- FOUND MONUMENT AS INDICATED
- FOUND 1/2" REBAR WITH CAP "LS 1084"
- FOUND 1/2" REBAR BENT
- FOUND PROP. COR. "LS+42.39 @ -"
- FOUND 1/2" REBAR WITH CAP "LS 742"
- SET BARNY MARKER "LS 1427"
- UNLESS OTHERWISE NOTED

Notes

1. FIELD SURVEY PERFORMED IN APRIL 2018. US SURVEY FOOT.
2. ALL DISTANCES ARE GROUND DISTANCES. NEW MEXICO STATE PLANE COORDINATES (NAD 83-GROUND-CENTRAL ZONE), USING GROUND TO GRID FACTOR OF 0.99983424.
3. EXISTING PUBLIC WATER AND SANITARY SEWER INFRASTRUCTURE MAY NOT BE CONSTRUCTED OR DESIGNED TO SERVE POTENTIAL FUTURE DEVELOPMENT AT THIS LOCATION. DETERMINATIONS WILL BE MADE SOLELY VIA RELEVANT COUNTY UTILITY DEVELOPMENT SECTION OF THE ALBUQUERQUE GENERAL COUNCIL COUNTY WATER UTILITY AUTHORITY FOR A WATER AND SANITARY SEWER AVAILABILITY/SERVICEABILITY STATEMENT.

Public Utility Easements

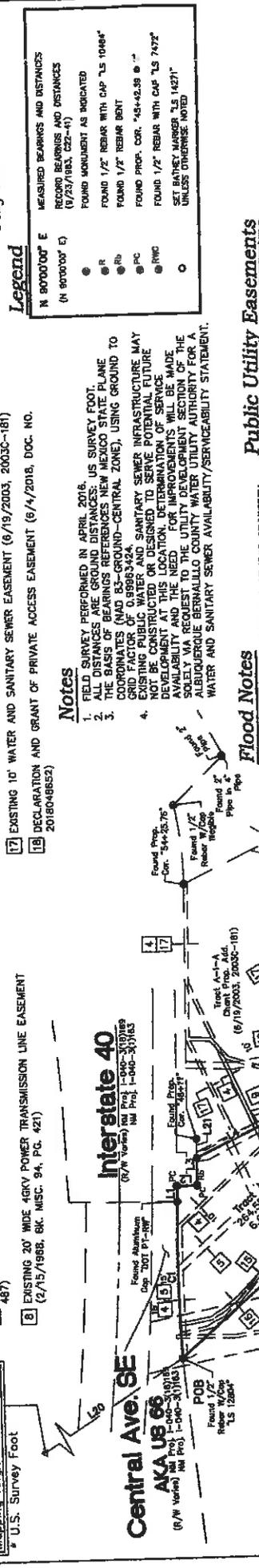
Public Utility EASEMENTS shown on this plat are granted for the common and joint use of:

- A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. New Mexico Gas Company for installation, maintenance, and service of natural gas pipelines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- C. Omnicast Corporation, d/b/a CantusLink, LLC for the installation, maintenance, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable TV services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over the land of Grantor for the right and privilege of going upon, or the right to utilize the right of way and easements set forth herein to customers of Grantee, including sufficient working trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool deck, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owner shall be responsible for correcting any violations of National Electrical Safety Code by reconstruction of poles, decking, or any structures adjacent to or near easements shown on this plat. Electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer:
 In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the information shown hereon. Consequently, PNM and NMGC do not waive or release any easement or other rights which may have been granted by prior plat, report, or other document and which are not shown on this plat.

CSI-CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3060 Fax (505) 891-0244



Flood Notes

BASED UPON SCALING, PORTIONS OF THIS PROPERTY LIES WITHIN FLOOD ZONE "X" WHICH IS DESIGNATED AN AREA OF MINIMAL FLOOD HAZARD. THIS PROPERTY LIES WITHIN FLOOD ZONE "A" WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA (SFHA) WITH BASE FLOOD ELEVATION (BFE) OR DEPTH DETERMINED BY FEMA. FLOOD INSURANCE RATE MAPS, BOTH DATED SEPTEMBER 26, 2008, MAP NUMBERS 35001C03786 AND 35001C03866.

Solar Collection Note

NO PROPERTY WITHIN THE AREA OF THIS PLAT HAS BEEN SUBJECT TO ANY RESTRICTIONS OR BUILDING AGREEMENTS PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF THIS PLAT. THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

Line Table

Line #	Direction	Length (ft)
L1	S 53°26'56" E	48.87 (46.97)
L2	S 34°23'16" W	58.46 (60.13)
L3	S 56°22'36" E	82.12 (82.78)
L4	S 06°56'56" W	271.95 (276.78)
L5	S 20°11'27" W	265.38 (265.95)
L6	S 79°17'53" E	120.29 (120.00)
L7	S 70°09'48" E	59.87 (59.90)
L8	S 35°46'46" E	238.02 (238.72)
L9	S 40°42'58" E	134.43 (134.97)
L10	S 54°00'14" E	73.41 (73.41)
L11	S 47°30'52" E	73.05 (73.06)
L12	N 74°40'38" E	72.41 (72.41)
L13	N 48°40'44" E	44.40 (44.40)
L14	N 48°40'44" E	84.44 (84.37)
L15	S 07°11'46" W	327.88 (327.08)
L16	S 62°49'53" W	180.02 (180.00)
L17	S 85°20'19" W	262.00 (262.00)
L18	S 74°49'28" W	130.00 (130.00)
L19	S 78°25'58" W	905.18 (905.46)
L20	N 05°37'38" W	1588.79
L21	S 85°22'38" E	571.87 (571.87)
L22	S 80°28'04" W	300.61
L23	S 85°56'46" E	218.97

Curve Table

Curve #	Length	Radius	Chord Length	Chord Direction
C1	488.20 (484.97)	7468.00 (7468.00)	376.04	S 53°30'07" E

Central Ave. SE
 AKA US 66
 (6 1/4" Vertical) (NAD 83) (1000' Flat) (1000' Flat) (1000' Flat)

Interstate 40
 (6 1/4" Vertical) (NAD 83) (1000' Flat) (1000' Flat) (1000' Flat)

ACS Monument "AGGIE"
 NAD 1983 CENTRAL ZONE
 X=1569871.06
 Y=1476357.642
 Z=N/A (NAVD 1988)
 G-G=0.998632446
 Mapping Angle=+0°08'08.84"

Bar Scale
 SCALE 1" = 300'

2018C-132

0000122

Sheet 2 of 2
 148724

(2)

**REAL ESTATE PURCHASE AGREEMENT
WITH OPTION TO PURCHASE
BETWEEN**

**THE CITY OF ALBUQUERQUE, A NEW
MEXICO MUNICIPAL CORPORATION AS
PURCHASER**

AND

**ELK HAVEN, LLC, A NEW MEXICO LIMITED
LIABILITY COMPANY AND FRANCES
PAVICH, LLC, A NEW MEXICO LIMITED
LIABILITY COMPANY
AS SELLER**

0000123

REAL ESTATE PURCHASE AGREEMENT

Real Estate Purchase Agreement ("Agreement") made and entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("Buyer"), and Elk Haven, LLC, A New Mexico limited liability company, as to an undivided 50% interest and Frances Pavich, LLC, a New Mexico limited liability company, as to an undivided 50% interest ("Seller").

WHEREAS, the Buyer has identified and designated certain La Cuentista land along the escarpment on the west mesa for acquisition by the City of Albuquerque for use as permanent Open Space; and,

WHEREAS, Seller is the owner of approximately 59.2624+/- acres in what is commonly known as Tract D and Tract E-1 of La Cuentista Subdivision and being more specifically identified on Exhibit A; and,

WHEREAS, the Open Space Advisory Board has placed this property on the approved priority list for acquisition and has consistently supported the purchase of lands within the La Cuentista Subdivision along the escarpment on the west mesa for acquisition by the City of Albuquerque for use as permanent Open Space; and

WHEREAS, the City of Albuquerque desires to purchase approximately 37.2608 acres described as a portion of Tract E-1, and the Seller desires to donate 22.009 acres or 38% of the total property described as Tract D and, a portion of Tract E-1, as shown on the attached exhibit as E-1-A of the La Cuentista Subdivision.

WHEREAS, the City of Albuquerque desires to acquire the entire property with an initial purchase of 10.0018± acres and with three (3) subsequent option acquisitions that consist of 10.2526 acres, 8.5 acres and 8.5054 acres and the Seller desires to donate approximately 5 acres, 5 acres, 5.006 acres and 7.0003 acres that correspond with each purchase.

NOW, THEREFORE, mutual consideration, and on the terms set forth herein, the Buyer and Seller agree as follows:

I. PURCHASE AGREEMENT

1. Sale.

Subject to the terms and conditions of this Agreement, the Seller shall sell and the Buyer shall purchase from Seller a ten (10.0018) acre portion, more or less, of Tract E-1 and what is identified as Tract E-1-E on the attached Exhibit A, said property being located in Bernalillo County, New Mexico ("Property").

Purchase Agreement
La Cuentista lot E-1-E, Option for E-1-C, E-1-B, E-1-C; Donation D1, D2, D3, E-1-A; 13.055
Elk Haven LLC, Frances Pavich LLC

2. Purchase Price.

The per acre purchase price of the Property, due and payable by Buyer to Seller at Closing, is One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) and the total purchase price ("Purchase Price") of the Property is One Million One Hundred Fifty Thousand Two Hundred Seven and no/100 Dollars (\$1,150,207.00) plus or minus the prorations payable by the Buyer to the Seller at the closing of the Sale.

3. Donation.

Simultaneously with the Closing of the Purchase of the Property, Seller shall convey title to the Buyer a five (5.00±) acre portion of Tract D, more or less, as is identified as Tract D1 on the attached Exhibit A (the "Donation"). The grant to the Buyer shall be a gift conveyed/granted for no consideration.

4. Options to Purchase.

Seller hereby grants to Buyer options to purchase the remaining portions of 59.26 acres on the terms and conditions as set forth in Article VI hereof.

II. SURVEY, TITLE COMMITMENT AND TITLE POLICIES

1. Title Insurance.

A. **Title Insurance for Property:** At least thirty (30) days prior to the closing of the Sale, the Seller, at the sole expense of Seller, shall deliver to the Buyer a commitment ("Title Commitment") for a policy of title insurance covering the Property issued by Stewart Title of Albuquerque, LLC, ("Title Company") with offices at 6759 Academy, NE, Albuquerque, NM 87109, together with legible copies of documents shown on Schedule B of the Title Commitment as exceptions. In the Title Commitment, the Title Company or its underwriter will agree to issue to the Buyer, upon the recording of a general warranty deed conveying title of the Property from the Seller to the Buyer, an ALTA owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price and insuring the title of the Buyer in the Property free and clear of all liens, encumbrances, taxes and other exceptions, subject only to the Permitted Exceptions (defined below). Within five (5) days after the date that the New Plat (defined below) is recorded, Seller, at the expense of the Seller, will deliver to the City, an updated Title Commitment covering the Property issued by the Title Company, together with any Title Document not delivered with the original Title Commitment.

B. **Title Insurance for Donation:** At least thirty (30) days prior to the closing of the Sale, the Seller, at the sole expense of Buyer, shall deliver to the Buyer a Title Commitment for a policy of title insurance covering the Donation issued by the Title Company together with legible copies of documents shown on Schedule B of the Title Commitment as exceptions. In the Title Commitment, the Title Company or its underwriter will agree to issue to the Buyer, upon the

Purchase Agreement
La Cuantitas lot E-1-E, Option for E-1-C, E-1-B, E-1-C; Donation D1, D2, D3, E-1-A; 13.055
Elk Haven LLC, Frances Pavich LLC

recording of a general warranty deed conveying title of the Donation from the Seller to the Buyer, an ALTA owner's policy of title insurance ("Title Policy") in the amount of the market value price of \$115,000.00 per acre and insuring the title of the Buyer in the Donation free and clear of all liens, encumbrances, taxes and other exceptions, subject only to the Permitted Exceptions (defined below). Within five (5) days after the date that the New Plat (defined below) is recorded, Seller, at the expense of the Buyer, will deliver to the City, an updated Title Commitment covering the Property issued by the Title Company, together with any Title Document not delivered with the original Title Commitment.

2. Zoning and Subdivision Approvals.

A. The parties acknowledge that the intent of both Seller and Buyer is to convey all 59.26+/- acres by four separate purchases over six years. If the initial purchase is completed and all three options to purchase are exercised, the total of Tract E-1 and Tract D of the La Cuentista Subdivision will be owned by the Buyer and will require no re-platting of the property.

B. If Buyer fails to exercise any of the Options to Purchase, as described in Section VI, Buyer, at Buyer's sole expense, shall obtain a new plat of Properties, delineating properties conveyed to Buyer (Defined in Article VI, below) from the remaining unpurchased Properties retained by Seller (the "New Plats"). The New Plats will be in accordance with the requirements of the City of Albuquerque's Subdivision Ordinance except that the any financial guarantees required for the New Plats of the properties shall be the sole responsibility of the Seller. In addition to obtaining New Plats, Buyer agrees to cooperate with Seller for a reasonably placed sewer utility easement on the Buyer's Property.

C. If Seller defaults and fails to convey property in accordance with this Agreement, then Seller, at Seller's sole expense, shall obtain the New Plat delineating the Properties and the Option Properties conveyed to Buyer from the remaining unpurchased Option Properties and Donation Properties retained by Seller, in accordance with the requirements of the City of Albuquerque's Subdivision Ordinance. Any financial guarantees required for the New Plats of the properties shall be the sole responsibility of the Seller.

3. Survey.

A. Both Seller and Buyer agree that Buyer will pay 75% of the costs for the bulk plat and survey work performed, and the buyer will pay 100% of the development of the metes and bounds legal descriptions for each of the Properties performed by Cartesian Surveys, Inc. The Seller, at the expense of the Seller, shall obtain ALTA surveys of the Property to be purchased and the property to be Donated. The ALTA surveys will be prepared at the time the City exercises each of the options, which are to be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016) ("the Survey"), and shall include Table A optional items 1 - 6(a), 8, 11, 13, 16-19 and 20. The Surveys will (i) state that the Survey is prepared for the Buyer, the Seller, the Title Company and the underwriter of the Title

Purchase Agreement
La Cuentista lot E-1-E, Option for E-1-C, E-1-B, E-1-D; Donation D1, D2, D3, E-1-A; 13.056
Elk Haven LLC, Frances Pavich LLC

Company; (ii) contain a written metes and bounds legal description of the Property in narrative form for each of the purchase parcels and donation parcels; (iii) be certified by a New Mexico licensed surveyor ("Surveyor") as of a date no more than sixty (60) days before the date of the closing of the Sale; (iv) be in form and content acceptable to the Buyer; (v) be sufficient to delete all survey exceptions from and to satisfy all requirements for issuance of the Title Policy; (vi) contain a certification by the Surveyor of the exact area of the Property in square feet or acres; and (vii) show, without limitation, the exact location of all existing or proposed streets, easements, encroachments, protrusions, overlaps, overhangs, utilities, set-backs and restrictions affecting the Property.

4. Notice of Objections to Surveys or Title Commitment.

Within ten (10) days after receipt by the Buyer of the Survey or Title Commitment (the "Objection Period"), the Buyer will give written notice to the Seller of any objections the Buyer may have to any matter shown on the Survey or in the Title Commitment ("Objections"). If the Buyer fails to object to any matter shown on the Survey or fails to object to the condition of title to the Property as shown in the Title Commitment within the ten (10) day period, the Buyer shall be deemed to have waived such matters or conditions. The Seller may attempt to cure, eliminate or modify any or all Objections to the satisfaction of the Buyer, but shall have no obligation to do so. Seller will give notice to the Buyer five (5) days after the expiration of the Objections Period (the "Cure Period") as to whether or not Seller will satisfy or attempt to satisfy any of the Buyer's Objections. If the Seller is unable to or does not satisfy the Objections upon the expiration of the Cure Period, the Buyer shall have the following options, one of which shall be exercised by written notice given to Seller within five (5) days after the expiration of the Cure Period: (i) the Buyer may agree to an additional period of time in which the Seller may continue to attempt to satisfy the Objections; (ii) the Buyer may waive the Objection and accept title to the Property subject to any unsatisfied Objections, in which event the unsatisfied Objections will be deemed to be waived for all purposes and constitute Permitted Exceptions; or (iii) the Buyer may terminate this Agreement, in which event, the Seller and the Buyer will have no further rights, obligations or liabilities to one another under this Agreement. If the Buyer does not deliver written notice to the Seller five (5) days after the expiration of the Cure Period electing one of the above options, this Agreement will automatically terminate, and the Seller and the Buyer will have no further rights, obligations or liabilities between the Seller and the Buyer as provided in this Agreement. If the Seller does not satisfy the Objections, then the rights available to the Buyer, as provided in this paragraph, are the sole rights and remedies of the Buyer to the exclusion of all other rights and remedies existing in law or equity.

5. Permitted Exceptions.

The Schedule B Standard Exceptions set forth in 13 NMAC 14.5, Section 9 and all matters shown on the Initial Title Commitment, the Updated Title Commitment and the Survey which the Buyer approves or is deemed to have approved pursuant to this paragraph, and any liens or encumbrances caused or created by the Buyer or the Buyer's employees, agents or

Purchase Agreement
La Cuentista lot E-1-E, Option for E-1-C, E-1-B, E-1-C; Donation D1, D2, D3, E-1-A; 13.055
Elk Haven LLC, Frances Pavich LLC

contractors, will constitute "Permitted Exceptions" for purposes of this Agreement and the Deed.

6. Warranty Deed.

The Seller shall convey title to the Property to the Buyer by statutory form general warranty deed subject only to the Permitted Exceptions. The description of the Property to be contained in the general warranty deed shall conform to the description of the Property contained in the Survey, except that if a subdivision plat is required to close the Sale, the description of the Property in the general warranty deed shall conform to the description of the Property in the recorded subdivision plat.

III. ENVIRONMENTAL INSPECTION

1. Definitions.

As used in this Agreement, the following terms shall have the following definitions:

A. "Environmental Condition" means any condition regarding the presence of Hazardous Materials located on, in, under or originating from the property or located within the improvements thereon with respect to air, soil, surface water or groundwater, which require response under any Environmental Requirements in effect at the time of their application.

B. "Environmental Requirements" means all applicable federal, state and local governmental agency environmental statutes, ordinances, rules, notices, regulations, standards, permits orders and any other governmental requirements relating, by way of example and not limitation, to the following: (i) the spill, leaked, discharge, emission or release of any Hazardous Material, to the air, surface water, ground water or soil; (ii) the storage, treatment, disposal or handling of any Hazardous Materials and (iii) the construction, operation, maintenance, repair or closing of aboveground or underground storage tanks or impoundments containing Hazardous Materials.

C. "Hazardous Materials" means substances defined as such pursuant to the Comprehensive Environmental Response Compensation and Liability Act, as amended; or as hazardous waste, as that term is defined under the Resource Conservation Recovery Act; PCB's; petroleum hydrocarbons; and substances so defined pursuant to requirements prevailing and applicable on the Effective Date as established by the State of New Mexico.

D. "Other Materials" means any materials or substances which do not come within the definition of Hazardous Materials, including, but not limited to, ACM, radon or other radioactive substances, lead-based paint, nonhazardous wastes or any toxic or polluting substances.

E. "Documents" means all documents, photographs, maps, data, notes, reports, chromatograms, in digital form, print, videotape or other media used to transmit information regarding the environmental condition of any aspect of the property, including, but not limited to the Phase I Report, the Phase II Report, if any, and the Cleanup Plan, if any.

Purchase Agreement
La Cuentista lot E-1-E, Option for E-1-C, E-1-B, E-1-C; Donation D1, D2, D3, E-1-A; 13.055
Elk Haven LLC, Frances Pavich LLC

2. Buyer Inspections.

The Buyer shall have the right to conduct any and all investigations it desires to fully examine the environmental characteristics of the Property ("Due Diligence") including, but not limited to, the examination of any improvements located thereon and the evaluation of the Environmental Condition of the Property for the presence of any Hazardous Materials or Other Materials located on, in, under or originating from the Property during the period of time ("Due Diligence Period") commencing on the Effective Date and terminating on the later to occur of (i) five (5) days after Buyer's receipt of a Seller's Consultant's Phase I Report, supplied to Buyer at Seller's sole expense, if no further environmental investigations are recommended by the Seller's Consultant in the Phase I Report; (ii) ten (10) days after the Buyer's receipt of the Seller's Consultant's Phase II Report and Cleanup Plan, provided, if the Phase I Report recommends the conduct of further investigations to evaluate the presence of Hazardous Materials; and (iii) sixty (60) days after the Effective Date. The Buyer shall have the right to approve the selection of Seller's consultant for the Phase I Report, and if needed, approve the consultant to prepare and perform the Phase II Report and Cleanup Plan. The Phase II Report and Cleanup Plan shall be approved by the Buyer prior to the Implementation of the Cleanup Plan. However, if the Seller is not required to arrange for the conduct of a Phase II Report, the Buyer, at its option, exercisable by written notice to the Seller within five (5) days following the Buyer's receipt of the Phase I Report (Due Diligence Notice"), may extend the Due Diligence Period through the date which is forty-five (45) days after the date of the Seller's receipt of the Due Diligence Notice. The Due Diligence Period, as so extended, shall be used by the Buyer solely for the purpose of conducting any further investigation or examination of the Environmental Condition of the Property as the Buyer shall deem necessary or desirable. The Seller shall provide the Buyer with the unfettered opportunity to conduct its environmental investigations during the Due Diligence Period.

3. Termination.

If the Buyer or the Consultant identify Hazardous Materials or Other Materials on, in, under or originating from the Property which cannot be cleaned up or remediated as required by applicable Environmental Requirements utilizing technological methods currently available or which in the sole and absolute judgment of the Buyer will prevent the Buyer from using the Property, the Buyer may terminate this Agreement and upon termination, the Buyer and the Seller shall have no further right or obligations as between the Buyer and the Seller under this Agreement. In the event Seller elects not to proceed with a Phase II Report and Cleanup Plan, if required by the Buyer, then Buyer, at Buyer's sole discretion, may terminate this Agreement and the parties shall have no further rights or obligations under this Agreement. Seller shall have ten (10) days after receipt of the Phase I Report to provide written notice to the Buyer of its intent not to proceed with a Phase II Report or Cleanup Plan and termination of this Agreement.

4. Notice of Violation.

If the Seller has received or receives notice of a violation of any Environmental

Requirement with respect to the Property prior to the date of the Closing, then prior to the Closing, the Seller shall give to the Buyer a letter from the governmental entity charged with the enforcement of the applicable Environmental Requirement stating that the matter has currently been resolved to the satisfaction of that governmental entity, or other equivalent language.

IV. WARRANTIES AND REPRESENTATIONS

1. Seller's Warranties.

The Seller warrants and represents that:

- A. The Seller has good, indefeasible and marketable title to the Property.
- B. There are no leases or other use, occupancy or possession agreements in effect pertaining to the Property, except those lease agreements by and between the Seller and Buyer, which will be in effect at the time of or survive the closing of the Sale.
- C. The Property is in compliance with all applicable laws, ordinances, rules and regulations affecting the Property and the use and occupancy of the Property.
- D. The Property has free access to and from a public street, road, alley or other right-of-way.
- E. This Agreement and the documents provided for or contemplated by this Agreement will not violate, be in conflict with, result in the breach of or constitute a default under any agreement, mortgage, indenture, deed of trust, lien, order, judgment or instrument to which the Seller is a party or by which the Seller is bound or affected.
- F. There are no unpaid bills or claims in connection with construction or repair work on the Property.
- G. Except for the potential threat by the City of Albuquerque to condemn the Property, Seller has received no written notice of any actions, suits, proceedings or investigations pending or threatened against the Seller or relating to the Property in any court or before any governmental department or agency which would in any material respect affect the validity of this Agreement, or the obligations or the ability of the Seller to perform under this Agreement, including the execution, acknowledgment and delivery of the documents provided for or contemplated by this Agreement and the Seller does not know of any basis for any such action, suit, proceeding or investigation.
- H. There has not been and are not and will not be, at the closing of the Property and the Donation, any Hazardous Materials or Other Materials located on or released on

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or from the Property and the Property is not and will not, at the closing of the Sale, be in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials, Other Materials industrial hygiene or the environmental conditions on, under or about the Property, including, but not limited to, soil and ground water conditions, and there are no circumstances which will give rise to any litigation, proceedings, investigations, citations or notices of violations or of responsibility resulting from the use, generation, manufacture, release, storage or disposition of, on, under or about the Property or the transport to or from the Property of any Hazardous Materials or Other Materials. In addition to the definition of Hazardous Materials contained in Section III herein, the term "Hazardous Materials" includes, but is not limited to, petroleum products and substances defined as hazardous substances, hazardous materials or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq; the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq; and those substances defined as hazardous waste or as hazardous substances under the laws of New Mexico or in the regulations adopted in publications promulgated pursuant to the laws.

I. If the Property is subject to a mortgage, real estate contract, or deed of trust, the Seller is not in default and has not received notice of default under or breach of the mortgage, real estate contract or deed of trust or of the documents evidencing the indebtedness or other obligations secured by the mortgage, real estate contract or deed of trust.

J. If Seller is a corporation, partnership, or other legal entity, Seller warrants that it is duly formed and validly existing under the laws of its domicile, is in good standing with and authorized to do business in the State of New Mexico, and has all requisite authorization and documentation to enter into and close this transaction, and the named corporate officer, partner or agent who executed, acknowledged and delivered this contract, for and on behalf of the Seller, is and was, at all material times, the duly authorized corporate officer, member, partner or agent of the Seller.

2. Real Estate Sales Commissions.

A. The Seller represents and warrants to the Buyer that no broker, agent, finder or salesman has been involved in the origination, negotiation or consummation of this Agreement and no fee, commission or similar payment is due to any broker, agent, finder or salesman as a result of the origination, negotiation or consummation of this Agreement.

B. The Seller shall defend, indemnify and hold the Buyer harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting from any claim for any fee, commission or similar payment by any broker, agent, finder or salesman as a result of any action of the Seller related to the origination, negotiation or consummation of this Agreement.

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3. Survival of Warranties.

The warranties and representations of the Seller are a material inducement for the Buyer to purchase the Property. The execution and delivery of the general warranty deed by the Seller shall constitute a confirmation and further representation and warranty by the Seller to the Buyer, as of the date of the warranty deed, as to the matters specified in this Agreement and shall survive the closing of the Sale and shall not be merged into the execution and delivery of the warranty deed or any other document executed and delivered subsequently to the execution and delivery of this Agreement.

V. CLOSING

1. Closing of Sale.

Within ten (10) days after acceptance of title and the environmental condition of the Property, the Buyer will give the Seller notice of a proposed time and date of closing of the Sale ("Closing"). The Closing will be at the office of the Title Company, either (i) at the time and on the date stated in the notice, or (ii) at such other time, date and place as the Seller and the Buyer may agree in writing. At the Closing, the Seller, the Buyer and the Title Company will perform the following duties:

A. **The Seller's Duties.** At or prior to Closing, Seller will deliver or cause to be delivered each of the following items:

- (i) The Deed, suitable for recording, conveying title to the Property and the Donation to Buyer, subject to the Permitted Exceptions;
- (ii) Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance reasonably satisfactory to Sellers, duly executed by Sellers;
- (iii) A Non-foreign Certification of Entity Transferor from Sellers or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code

Seller shall also execute any document reasonably required by the Title Company in order to delete any standard exceptions from the Title Policy at Buyer's request and expense.

B. **Buyer's Duties.** The Buyer shall pay to the Title Company, as escrow agent, the Purchase Price, plus or minus the prorations and any closing costs to be paid by the Buyer. The Buyer's payment shall be made by check of the Buyer or such other method of payment as may be required by the Title Company to make an immediate payment at the Closing of the Purchase Price due to the Seller as provided in this Agreement, or by such other method of payment as the Seller and the Buyer may agree in writing.

C. **Title Company's Duties.** At or promptly after the Closing, unless otherwise instructed by the Seller and the Buyer, the Title Company will:

- (i) record the warranty deeds in the records of Bernalillo County, New Mexico, and deliver the recorded warranty deed to the Buyer;
- (ii) issue and deliver the Title Policy to the Buyer as provided in the Title Commitment, except for any matters which have been eliminated or modified as provided in this Agreement; and
- (iii) disburse to the Seller the balance of the Purchase Price due to the Seller and make all other disbursements as provided in the escrow closing statements to be prepared by the Title Company and signed by the Seller and the Buyer at the Closing, including, but not limited to, any disbursements and payments necessary to discharge any obligations which are liens upon the Property, including, but not limited to, liens arising from judgments, taxes or debts secured by deed of trust or mortgage.

2. Possession.

The Buyer shall have the right to possession of the Property and the Donation as of the Closing and the Seller shall put the Buyer in possession of the Property and the Donation as of the Closing.

3. Failure to Close.

If the Seller fails to close the Sale for any reason, except as provided in this Agreement, and if the Buyer has fully performed or tendered performance of all the obligations of the Buyer as provided in this Agreement, then, the Buyer shall have the right to either terminate this Agreement or to bring an action for damages and/or for specific performance. If the Buyer fails to close the Sale, for any reason, except as provided in this Agreement, and if the Seller has fully performed or tendered performance of all of the obligations of the Seller as provided in this Agreement, then the Seller shall have the right to either terminate this Agreement or to bring an action for damages and/or for specific performance. If this Agreement is terminated by either party as provided in this paragraph, the Buyer and the Seller shall have no further rights, obligations or liabilities as between the Buyer and the Seller as provided in this Agreement.

4. Prorations; Closing Costs.

A. Ad valorem taxes and standby or similar charges for utility services for the year in which the Sale is closed, and rents or other income from the Property and Donation, if any, will be prorated to the date of Closing between the Buyer and the Seller. If the current figures cannot be obtained, the proration shall be based upon the figures for the last assessment period.

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B. if the Property is within an improvement district created pursuant to Sections 3-33-1 through 3-33-34, NMSA 1978 as amended or replaced:

- (i) The Seller shall, by the Closing, pay all assessments levied against the Property if the improvements for which the assessment has been levied have been constructed; and
- (ii) The assessments levied against the Property shall be prorated between the Seller and the Buyer as of the Closing if the improvements for which the assessment has been levied have not been constructed.

C. The Seller shall pay all charges which are imposed on the Property for public utility facilities that were constructed prior to the effective date of this Agreement whether the obligation to pay the prorata charges arises before or subsequent to the Closing.

D. As closing costs, the Seller and the Buyer will each pay one-half of any escrow charges and expenses charged by the Title Company. The Seller and the Buyer will each pay their respective attorneys' fees. The Seller shall pay all costs of the Cleanup Plan, if applicable. The Buyer shall pay the filing fee for recording the warranty deeds. The Seller shall pay all costs of the Title Commitment and the Title Policy, including the premiums for deletion of Exceptions 1 through 4 from the Title Policy.

VI. OPTION TO PURCHASE

1. Option to Purchase.

Seller owns the bulk land, 59.26+/- acres in what is commonly known as Tract E-1 and Tract D of La Cuentista Subdivision and being more specifically identified on Exhibit A.

A. The parties agree that the fair market value of the property is One Hundred Fifteen Thousand Dollars (\$115,000.00) per acre. The values of the three remaining parcels in Tract E-1 as shown in Exhibit A are as follows:

- i. The parcel designated as E-1-D, contains 10.2526 acres, more or less, and is being purchased for One Million One Hundred seventy nine Thousand and forty nine Dollars (\$1,179,049.00);
- ii. The parcel designated as E-1-C, contains 8.5064 acres, more or less, and the purchase price is Nine Hundred Seventy Eight Thousand Two Hundred and Thirty Six Dollars (\$978,236.00);
- iii. The parcel designated as E-1-B, contains 8.50 acres, more or less, and the purchase price is Nine Hundred Seventy Seven Thousand Five Hundred Dollars (\$977,500.00).

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B. Conditioned upon the Buyer having closed on the purchase of Property (Parcel E-1-E as shown in Exhibit A) on or before July 31, 2017, Seller hereby grants Buyer the option to purchase the balance of the parcels in 3 separate options for a total of Three Million One Hundred Thirty Four Thousand Seven Hundred Eighty Five Dollars (27.259± acres x \$115,000/acre = \$3,134,785.00) or each parcel according to its per acre value as stated above, on the following terms and conditions:

- i. The first option to purchase the property identified as Parcel E-1-D of exhibit A, will become effective upon the closing of Parcel E-1-E and shall expire May 1, 2018 ("Option Period for E-1-D).
- ii. The second option to purchase the property identified as Parcel E-1-C, will become effective upon the purchase and closing of Parcel E-1-D, and shall expire May 1, 2020 ("Option Period for E-1-C).
- iii. The third option to purchase the property identified as Parcel E-1-B, will become effective upon the purchase and closing of Parcel E-1-C, and shall expire May 1, 2022 ("Option Period for E-1-B").

C. Each option may be exercised only by the City giving written notice ("Notice of Exercise of Option") to Seller by first class mail, postage prepaid, registered or certified, return receipt required, as well as an email copy, addressed to Seller, at Seller's address set forth below before the expiration of the Option Period, time being of the essence with regard thereto. Said notice shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein. The date that the City exercises the Options is herein referred to as the "Exercise Date."

D. Simultaneously with the Closing of the Purchase of each option, Seller shall convey title to the Buyer for portions of the donation land identified on Exhibit A as D2, D3 and E-1-A. The donation land granted to the Buyer with the exercise of each option shall be a gift conveyed/granted for no consideration. The grant per option shall be as follows:

- i. For the first option, the purchase of Parcel E-1-D, containing 10.2528± acres, Seller shall convey at closing the fee simple title to the Buyer of parcel D-2 containing 5± acres.
- ii. For the second option, the purchase of Parcel E-1-C, containing 8.5064±, Seller shall convey at closing the fee simple title to Buyer of parcel D3, containing 5± acres.
- iii. For the third option, the purchase of Parcel E-1-B, containing 8.5± acres, Seller shall convey at closing the fee simple title to Buyer of parcel E-1-A as described in paragraph J of this section.

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E. At any time prior to the expiration of an option period, the City may elect at its sole option to purchase all remaining acreage without a prepayment fee.

F. During the term of the Option periods, the City shall protect the portion of the Property not purchased by the City to insure no trash, junk or hazardous materials are disposed of on the property remaining under option. No roads will be graded and no buildings will be erected. The City, at its option and at its sole cost, may fence the entire Tract E-1 and Tract D, post appropriate signage and generally take care of the property.

G. Upon the City's notification of its intent to exercise any particular option, Seller shall cooperate in closing the sale and, if the parties do not agree otherwise, the closing shall be within sixty (60) days of the City's Notice of Exercise of Option. The "Real Estate Purchase Agreement for Option", attached, as Exhibit B, shall be the agreement used by Seller and City for each of the option purchases.

H. At the closing of Property, Tracts E-1-E and D-1, Seller shall escrow executed warranty deeds approved by City with escrow instructions for release of the escrowed warranty deeds upon exercise of the respective options to purchase and payment at closing as provided herein. Seller shall also escrow an executed quitclaim deed to the entire Tract E-1 and Tract D to be released from escrow to the City after final payment by City of the options.

I. After the initial inspection of reports provided prior to the closing of the Property, Seller shall not be required to provide additional surveys or Phase I environment reports. If the City desires such, they shall be acquired by the City at the City's sole expense. Seller shall provide to the City, at the Seller's expense, a standard owner's policy to evidence title in the City for all Option Parcels (Parcels E-1-D, E-1-C, and E-1-B.) City, at City's sole expense, shall pay for a standard owner's policy to evidence title in the City for all donated parcels (Parcels D2, D3, and E-1-A) associated with each Option Parcel purchase.

J. Notwithstanding the forgoing subsections of Article VI.1., should seller only wish to donate four (4) acres of parcel E-1-A rather than the proposed seven (7) acres for the exercise of the third option and the purchase of E-1-B, the purchase price of Parcel E-1-B will be reduced to Six Hundred Thirty Two Thousand Five Hundred and No/100 Dollars ($8.5 \pm \times \$115,000 = \$977,500$) ($3 \pm \text{ acres} \times \$115,000/\text{acre} = \$345,000$) = $\$632,500.00$). Seller shall notify City on or before April 1, 2022, of Seller's intention to donate either four (4) or seven (7) acres of Parcel E-1-A. Should Seller wish to only donate four acres, more or less, Seller, at Seller's sole cost, shall replat Parcel E-1 in accordance with the requirements of the City of Albuquerque's Subdivision Ordinance and submit it to the City of Albuquerque for review and approval and any financial guarantees required for the replats of the properties shall be the sole responsibility of the Seller.

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VII. MISCELLANEOUS.

1. Waiver Of Default.

No failure by the Buyer to insist upon the strict performance of any term, condition, or covenant of this Agreement or to exercise any right or remedy available on the breach thereof will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this Agreement that the Seller is required to perform and no breach thereof, will be waived, altered, or modified, except by written instrument executed by the Buyer. No exercise or failure to exercise any right or power of the Seller or of the Buyer as provided in this Agreement will be considered to exhaust that right or power.

2. Time Is Of The Essence.

Time is of the Essence in the performance of this Agreement.

3. Notices.

All notices, requests, demands and other communications given under this Agreement will be in writing, and, unless otherwise specified in this Agreement, will be deemed to have been given if delivered in person, or on receipt, if mailed by certified or registered mail, postage pre-paid, and addressed to the Seller or to the Buyer at the following addresses, unless either the Seller or the Buyer changes the Seller's or the Buyer's address by giving written notice of the change to the other. The addresses for notices are:

A. Notice to the Sellers:

Elk Haven, LLC
21 Vista Valle Circle
Lamy, NM 87540

Frances Pavich, LLC.
21 Vista Valle Circle
Lamy, NM 87540

B. Notice to the City:

City of Albuquerque
Planning Department
P. O. Box 1293
Albuquerque, New Mexico 87103
Attn: Real Property Division Manager

4. Exhibits.

All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Agreement, including but not limited to the exhibits referred to in this

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Agreement, are hereby incorporated into this Agreement by reference and are made a part hereof as though set forth in full in this Agreement to the extent they are consistent with the terms and conditions of this Agreement.

5. Further Action.

At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

6. Severability/invalidity.

In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provision of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the Buyer or Seller in its respective rights and obligations contain in the valid covenants, conditions or provisions of this Agreement.

7. Modification and Governing Laws.

This Agreement may be modified only in writing and is governed by the laws of the State of New Mexico. Both Seller and the Buyer agree to the exclusive jurisdiction of the courts of the State of New Mexico for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Bernalillo.

8. Force Majeure.

If performance of part or any portion of this Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor or materials or reasonable substitutes for those items; government actions; civil commotions, fire; flood or other casualty; or other causes beyond the reasonable control of the Party obligated to perform, performance by that Party for a period equal to the period of that prevention, delay, or stoppage is excused.

9. Approval of the Buyer; Binding Effect.

This Agreement is subject to approval and signature by the Chief Administrative Officer of the Buyer. Upon execution of this Agreement by the Chief Administrative Officer, the covenants, terms and conditions of this Agreement will be binding on and inure to the benefit of the Buyer and of the Seller and of their respective heirs, devisees, personal representatives, successors and assigns.

10. Effective Date.

The effective date of this Agreement shall be the date of approval by the Chief Administrative Officer of the Buyer.

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11. Final Dates.

If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.

12. Limitations on Liability.

Neither party has any liability with respect to the obligations under this contract or otherwise for incidental, consequential, special, indirect, exemplary or punitive damages even if it has been advised of the possibility of such damages.

13. Representation.

Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this contract. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that except as expressly set forth herein, no representations have been made by either party to induce the other party to execute this Contract.

14. Multiple Counterparts.

The Agreement may be signed in multiple counterparts or with detachable signature pages, but in either, or both, circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one agreement, but in the making of proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

15. Headings and Captions.

Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

16. Interpretation.

Whenever the context hereof will so require, the singular will include the plural, the male gender will include the female gender and the neuter and vice versa. The terms "include", "includes", "including" and similar terms will be construed to mean "without limitation". All references to Sections, subsections, Exhibits and Articles will be deemed references to Sections, subsections, and Articles of this Agreement and to Exhibits, which are attached hereto and made a part hereof for all purposes.

17. Entire Agreement.

This Agreement, including the attached Exhibits, constitutes the full and final agreement of the parties and incorporates all of the conditions, agreements, and understandings

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between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. All prior negotiations and agreements are merged into this agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement may modify this Real Estate Sales Agreement unless it is in writing and signed by the parties or their authorized agents. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DATE indicated by each signature, and the Agreement is effective upon the signature of the City's Chief Administrative Officer or his authorized designee.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

Purchase Agreement
La Cuentista lot E-1-E, Option for E-1-C, E-1-B, E-1-C; Donation D1, D2, D3, E-1-A; 13.055
Elk Haven LLC, Frances Pavich LLC

BUYER:
CITY OF ALBUQUERQUE:

RECOMMENDED:

By: [Signature]
Robert J. Perry *JRP*
Chief Administrative Officer
Division

[Signature]
Barbara Taylor
Director Parks and Recreation/Open Space

Date of Approval:
7/19/17

Date of Recommendation:
12 July 2017

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

This instrument was acknowledged before me on this 19th day of July, 2017, by Robert J. Perry, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
4-4-2021



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Elk Haven LLC, Frances Pavich LLC

SELLER:
ELK HAVEN, LLC, A New Mexico Limited Liability Company

By: [Signature] Date: 7 5 2017

Its: MANAGER

STATE OF NEW MEXICO
COUNTY OF Bernalillo)
).ss

This instrument was acknowledged before me on this ___ day of _____, 2017, by STAN DIAMOND, the MANAGER of ELK HAVEN, LLC on behalf of Elk Haven, LLC, A New Mexico Limited Liability Company.

[Signature]
Notary Public

My Commission Expires:
4-8-2019

SELLER:
FRANCES PAVICH, LLC, A New Mexico Limited Liability Company

By: [Signature] Date: 7-5-2017

Its: MANAGER

STATE OF NEW MEXICO
COUNTY OF Bernalillo)
).ss

This instrument was acknowledged before me on this ___ day of _____, 2017, by FRANCES PAVICH, the MANAGER of FRANCES PAVICH, LLC on behalf of Frances Pavich, LLC, A New Mexico Limited Liability Company.

[Signature]
Notary Public

My Commission Expires:
4-8-2019

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EXHIBIT A

**Purchase Agreement
La Cuenfista lot E-1-E, Option for E-1-C, E-1-B, E-1-C; Donation D1, D2, D3, E-1-A; 13.055
Elk Haven LLC, Frances Pavich LLC**

Exhibit for
Tract E-1-E
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico

Legal Description June 2017

A SOUTHWESTERLY PORTION OF TRACT LETTERED "E-1", OF LA CUENTISTA SUBDIVISION, (A REPLAT OF TRACT E OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION), WITHIN SECTIONS 14 & 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 4, 2009, IN PLAT BOOK 2009C, PAGE 137, AS DOC. NO. 2009100835, HEREIN DESCRIBED TRACT KNOWN AS TRACT E-1-E.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT "8-C10", THE FOLLOWING FIVE COURSES:

TRAVERSING SAID TRACT E-1, S 70°42'19" W, A DISTANCE OF 1059.54 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 14°52'20" W, A DISTANCE OF 524.44 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 88°02'15" W, A DISTANCE OF 485.69 FEET, TO A POINT ON THE WEST BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

COINCIDING WITH SAID WEST BOUNDARY OF SAID TRACT E-1, N 04°09'56" W, A DISTANCE OF 239.95 FEET TO THE NORTHWEST CORNER OF SAID TRACT E-1, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A PK NAIL WITH CAP "LS 14271";

N 53°30'18" W, A DISTANCE OF 2600.61 FEET;

THENCE, FROM SAID POINT OF BEGINNING, COINCIDING WITH EAST BOUNDARY OF SAID TRACT E-1, THE FOLLOWING SIX COURSES:

S 28°23'08" E, A DISTANCE OF 76.68 FEET, TO AN ANGLE POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

76.86 FEET ALONG A CURVE TO THE LEFT, NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 329.73, A DELTA OF 13°21'23", AND A CHORD BEARING S 53°48'11" W, A DISTANCE OF 76.69 FEET TO A POINT OF CURVATURE, MARKED WITH A BRASS CAP "T11N/R2E S-AP-PNM";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/28/17
Will Plotner Jr. Date
N.M.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244



0000144

Exhibit for
Tract E-1-E
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

38.39 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 24.37, A DELTA OF 90°15'06", AND A CHORD BEARING S 01°59'42" W, A DISTANCE OF 34.54 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 43°21'27" E, A DISTANCE OF 180.05 FEET TO A POINT MARKED WITH A 1/2" REBAR WITH CAP "LS 15268";

S 43°58'54" W, A DISTANCE OF 54.81 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 43°19'06" E, A DISTANCE OF 182.85 FEET TO THE MOST EASTERLY CORNER OF THE SAID HEREIN DESCRIBED TRACT, ALSO BEING THE MOST EASTERLY CORNER OF SAID TRACT E-1 AND A POINT ON THE SOUTHERLY LOT LINE OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, COINCIDING WITH THE SOUTHERLY BOUNDARY OF SAID TRACT E-1, THE FOLLOWING THREE COURSES:

S 78°30'05" W, A DISTANCE OF 357.30 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 54°40'31" W, A DISTANCE OF 246.62 FEET TO A POINT MARKED WITH A 1/2" REBAR WITH CAP ILLEGIBLE;

S 68°26'24" W, A DISTANCE OF 224.42 FEET TO THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, LEAVING SAID SOUTHERLY BOUNDARY OF SAID TRACT E-1, AND TRAVERSING SAID TRACT E-1 THE FOLLOWING TWO COURSES:

N 46°54'59" W, A DISTANCE OF 580.98 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 70°42'19" E, A DISTANCE OF 1059.54 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.0018 ACRES (435,678 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015 AND IN MARCH 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT E-1 OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

0000145

CARTESIAN SURVEYS INC.

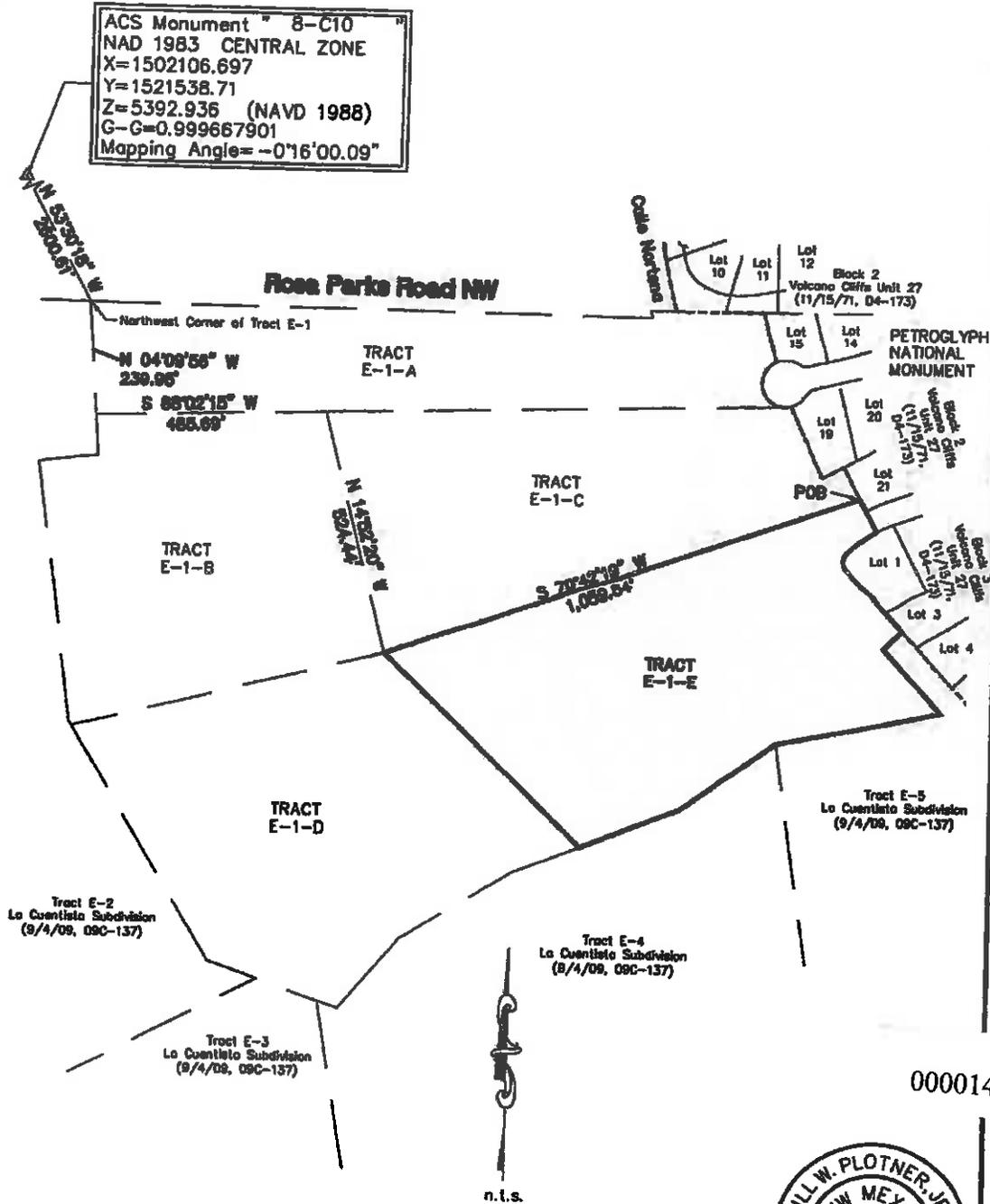
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244



Sheet 2 of 5
110337C

Exhibit for
Tract E-1-E
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument * 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle= -0°16'00.09"



0000146

CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Exhibit for Tract E-1-E La Cuentista Subdivision City of Albuquerque Bernalillo County, New Mexico June 2017

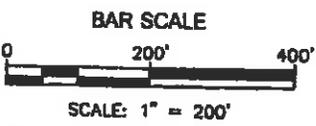
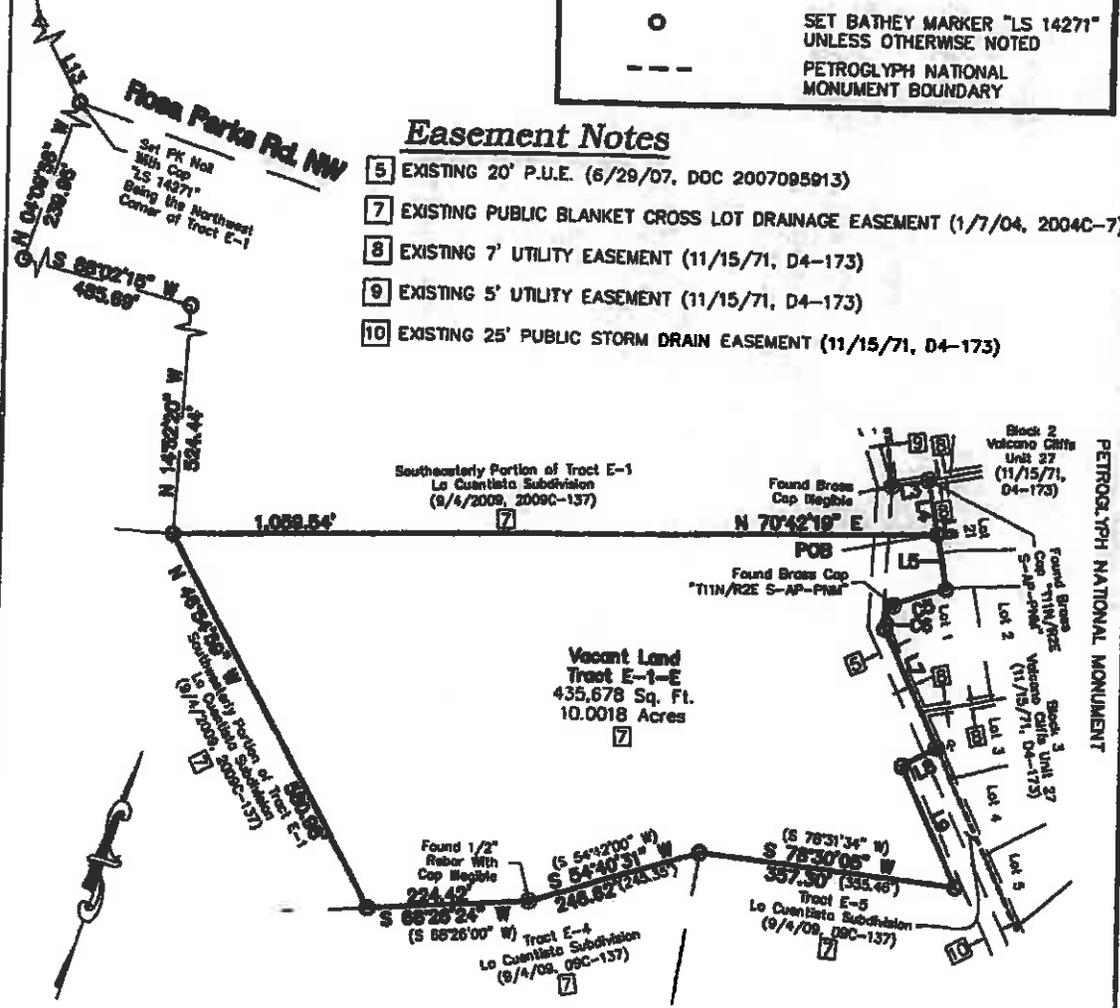
Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (9/4/2009, 2009C-137)
●	FOUND MONUMENT AS INDICATED
● ^R	FOUND 1/2" REBAR WITH CAP "LS 15268"
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
---	PETROGLYPH NATIONAL MONUMENT BOUNDARY

ACS Monument * 8-C10
NAD 1983 CENTRAL ZONE
X=1502106.697
Y=1521538.71
Z=5392.936 (NAVD 1988)
G-G=0.999667901
Mapping Angle=-0°16'00.09"

Easement Notes

- 5 EXISTING 20' P.U.E. (6/29/07, DOC 2007095913)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 8 EXISTING 7' UTILITY EASEMENT (11/15/71, D4-173)
- 9 EXISTING 5' UTILITY EASEMENT (11/15/71, D4-173)
- 10 EXISTING 25' PUBLIC STORM DRAIN EASEMENT (11/15/71, D4-173)



0000147

CARTESIAN SURVEYS INC.

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Exhibit for
Tract E-1-E
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

Line Table		
Line #	Direction	Length (ft)
L4	S 28°23'08" E (S 28°23'08" E)	76.68'
L5	S 28°23'08" E (S 28°23'08" E)	76.68'
L6	S 28°23'08" E (S 28°23'08" E)	153.36' (153.36')
L7	S 43°21'27" E (S 43°05'23" E)	180.05' (180.00')
L8	S 43°58'54" W (S 44°00'23" W)	54.81' (56.73')
L9	S 43°19'06" E (S 43°17'37" E)	182.85' (181.81')
L13	N 53°30'18" W	2600.61'

Curve Table							
Curve #	Length		Radius		Delta	Chord Length	Chord Direction
C5	76.88'	(76.87')	329.73'	(329.73')	13°21'23"	76.69'	S 53°48'11" W
C6	38.39'	(38.39')	24.37'	(24.37')	90°15'06"	34.54'	S 01°59'42" W

0000148

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Sheet 5 of 5

1103370

Exhibit for
Tract D1
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description

A NORTHERLY PORTION OF TRACT "D" OF TRACTS "A" THROUGH "E", BULK LAND PLAT OF LA CUENTISTA SUBDIVISION (THE "BULK PLAT") WITHIN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON SAID PLAT FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 9, 2003 IN PLAT BOOK 2003C, PAGE 388 AND RE-RECORDED ON JANUARY 7, 2004, IN BOOK 2004C, PAGE 7, HEREIN DESCRIBED TRACT KNOWN AS TRACT D1.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT D, MARKED WITH A CHISELED "X" IN GUTTER PAN, WHENCE A TIE TO ACS MONUMENT "8-C10", BEARING N 45°45'01" W, A DISTANCE OF 2212.53 FEET;

THENCE, FROM SAID POINT OF BEGINNING, COINCIDING WITH THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, S 89°40'42" E, A DISTANCE OF 402.81 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT D, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, LEAVING THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, S 16°28'51" W, A DISTANCE OF 607.89 FEET TO A POINT MARKED WITH A 5/8" REBAR WITH CAP "LS 14733";

THENCE, S 28°05'13" W, A DISTANCE OF 125.62 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 58°46'17" W, A DISTANCE OF 316.91 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, 129.62 FEET ALONG A CURVE TO THE LEFT, NON TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 972.00, A DELTA OF 07°38'27", AND A CHORD BEARING N 16°45'44" E, A DISTANCE OF 129.53 FEET TO A POINT OF TANGENCY, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 12°56'31" E, A DISTANCE OF 386.90 FEET TO A POINT OF CURVATURE, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, 44.78 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00, A DELTA OF 102°37'42", AND A CHORD BEARING N 38°22'20" W, A DISTANCE OF 39.03 FEET, TO THE POINT OF BEGINNING, CONTAINING 5.0006 ACRES (217.827 SQ. FT.) MORE OR LESS.

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/28/17
Will Plotner Jr. Date
N.M.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



0000149

Exhibit for
Tract D1
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT D OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	129.82'	872.00' (872.00')	7°38'27"	129.53'	N 16°45'44" E
C6	44.78' (44.78')	25.00' (25.00')	102°37'42"	39.03'	N 38°22'20" W

Easement Notes

- 5 10' P.U.E. (6/29/07, DOC 2007095913)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 8 56' PUBLIC DRAINAGE, PUBLIC WATER, PUBLIC SEWER, PUBLIC ACCESS AND PUBLIC MAINTENANCE EASEMENT (1/7/04, 2004C-7)

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (1/7/2004, 2004C-7)
⊙	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED

0000150

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Sheet 2 of 4

11/03/20

Lori Romero

From: Ching, Christine
Sent: Monday, December 03, 2018 4:28 PM
To: Loyd, Tony J.
Subject: RE: impact fees

That is correct.

Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Loyd, Tony J.
Sent: Monday, December 03, 2018 2:56 PM
To: Ching, Christine <CChing@cabq.gov>
Subject: RE: impact fees

So, \$843,122.00 not under contract?



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Ching, Christine
Sent: Monday, December 3, 2018 2:46 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: RE: impact fees

Is this what you are looking for?

0000205

<u>PROJECT NUMBER</u>	<u>PROJECT NAME</u>	<u>BOND & INTEREST AMOUNT</u>	<u>GRANT & MISC. AMOUNT</u>	<u>APPR</u>
6903110	IMPACT FEE FD 345 ROADS CITYWIDE	547,106	8,562,687	
TOTAL IMPACT FEE FD 345		547,106	8,562,687	--

Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Loyd, Tony J.

Sent: Monday, December 03, 2018 2:00 PM

To: Ching, Christine <CChing@cabq.gov>

Subject: impact fees

Hi Christine,

Could you give me the account balance for roads.

Thanks –Tony



TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

0000206

Lori Romero

From: Loyd, Tony J.
Sent: Monday, December 03, 2018 2:56 PM
To: Ching, Christine
Subject: RE: impact fees

So, \$843,122.00 not under contract?



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Ching, Christine
Sent: Monday, December 3, 2018 2:46 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: RE: impact fees

Is this what you are looking for?

<u>PROJECT NUMBER</u>	<u>PROJECT NAME</u>	<u>BOND & INTEREST AMOUNT</u>	<u>GRANT & MISC. AMOUNT</u>	<u>APPR</u>
6903110	IMPACT FEE FD 345 ROADS CITYWIDE	547,106	8,562,687	
TOTAL IMPACT FEE FD 345		547,106	8,562,687	--

Christine Ching
Fiscal Manager
Department of Municipal Development
One Civic Plaza NW | Room 7057
PO Box 1293 | Albuquerque, New Mexico 87103
Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Loyd, Tony J.
Sent: Monday, December 03, 2018 2:00 PM

0000207

To: Ching, Christine <CChing@cabq.gov>

Subject: impact fees

Hi Christine,

Could you give me the account balance for roads.

Thanks –Tony



TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

0000208

Lori Romero

From: Vonderhaar, Ronald L.
Sent: Tuesday, December 04, 2018 9:28 AM
To: Loyd, Tony J.
Subject: Monthly Report
Attachments: FY 19.xlsx

Tony,

These are the Impact Fee numbers for November.

of Impact Fee Applications Assessed for November = 67 Fiscal Year to Date = 401

of Impact Fee Applications Assessed for Residential Building Permits = 60 Fiscal Year to Date = 363

of Impact Fee Applications Assessed for Commercial Building Permits = 7 Fiscal Year to Date = 38

Impact Fee Collections for November = \$180,339.49 Impact Fees Collected FY19 to Date (7/1/18 to 11/30/18) = \$1,305,776.77

Impact Fees Collected FY18 to Date (7/1/17 to 11/30/17) = \$1,450,385.98 2018 # of Impact Fee Applications Assessed Fiscal Year to Date (7/1/17 to 11/30/17) = 460



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

0000209

Lori Romero

From: Loyd, Tony J.
Sent: Tuesday, December 11, 2018 11:34 AM
To: Ching, Christine
Subject: impact fees

Hi Christine,

What documentation, aside from the Request for Reimbursement of Excess Credits form, do you need to process the request? Let me know.

Thanks – Tony



TONY LOYD
Impact Fees Administrator
☎ 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000210

Lori Romero

From: Gibson, Brandon R.
Sent: Wednesday, December 12, 2018 6:03 PM
To: Simon, David J.
Subject: Impact Fees

3 developers Rex Wilson (\$268), Scot Grady (\$151), Four Hills (Asking for \$246)

*No time frame for developer to ask for credit. Chant can be reimbursed from Impact Fees to
2%Accounting needs to be figured out. Kathleen Ahgar, Kevin Morrow, Tony Lyod, Christine Cheng.



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

0000211

Lori Romero

From: Simon, David J.
Sent: Wednesday, December 12, 2018 6:18 PM
To: Campbell, David S.
Subject: Impact fees

Director Campbell

We apparently have a major problem re: developer claims on impact fees that were directed to Open Space. This could result in the loss of nearly \$500,000 in impact fees that we have been counting on to close a land acquisition on December 20. I would respectfully request that Planning take no action to refund any Open Space impact fees until we have had a chance to meet ASAP and fully explore this situation with Planning, Legal and any other appropriate City department. (If, in fact, it is Planning that controls this kind of action). I also have a matter related to this issue that I would like to discuss with you personally. Thanks!

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation



0000212

Lori Romero

From: Campbell, David S.
Sent: Wednesday, December 12, 2018 6:31 PM
To: Loyd, Tony J.; Biazar, Shahab; Williams, Brennon
Subject: Fwd: Impact fees
Attachments: image001.png

All-see below. Please hold until we can discuss with Parks Department

David

Sent from my iPhone

Begin forwarded message:

From: "Simon, David J." <dsimon@cabq.gov>
Date: December 12, 2018 at 6:18:27 PM MST
To: "Campbell, David S." <dscampbell@cabq.gov>
Subject: Impact fees

Director Campbell

We apparently have a major problem re: developer claims on impact fees that were directed to Open Space. This could result in the loss of nearly \$500,000 in impact fees that we have been counting on to close a land acquisition on December 20. I would respectfully request that Planning take no action to refund any Open Space impact fees until we have had a chance to meet ASAP and fully explore this situation with Planning, Legal and any other appropriate City department. (If, in fact, it is Planning that controls this kind of action). I also have a matter related to this issue that I would like to discuss with you personally. Thanks!

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation



0000213

0000214

Lori Romero

From: Campbell, David S.
Sent: Wednesday, December 12, 2018 6:32 PM
To: Simon, David J.
Subject: Re: Impact fees

We'll hold pending our discussion

David

Sent from my iPhone

On Dec 12, 2018, at 6:18 PM, Simon, David J. <dsimon@cabq.gov> wrote:

Director Campbell

We apparently have a major problem re: developer claims on impact fees that were directed to Open Space. This could result in the loss of nearly \$500,000 in impact fees that we have been counting on to close a land acquisition on December 20. I would respectfully request that Planning take no action to refund any Open Space impact fees until we have had a chance to meet ASAP and fully explore this situation with Planning, Legal and any other appropriate City department. (If, in fact, it is Planning that controls this kind of action). I also have a matter related to this issue that I would like to discuss with you personally. Thanks!

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation

<image001.png>

0000215

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, December 13, 2018 10:57 AM
To: Campbell, David S.
Cc: Biazar, Shahab; Williams, Brennon
Subject: RE: Impact fees

Hi David,

The Director of Parks has omitted a few items. The Deputy Director of Parks and key staff are aware that there is a District Court decision that could affect the availability of impact fees. To paraphrase, the Court ruled that impact fees collected by the City are not encumbered, earmarked, set-aside, etc. unless they are under contract. Thus by Ordinance, they could be available for reimbursement should a request be made. At that point, it becomes a timing issue (i.e. first-in first-out). According to the Deputy Director of Parks, their Department has used some impact fee revenue to purchase open space in the past. However and related to this issue, Parks had planned to use part of their 2% set-aside but not impact fee revenue to purchase two parcels for open space (i.e. Krueger and Chant). That was until I made them aware, at the November EPC Hearing, that three requests for reimbursement of excess open space credits had been made. So, it appears there was no sense of urgency to spend open space impact fees until the requests for reimbursement came up. At that time, I asked if Parks had any open space purchases under contract. The idea was to encourage Parks to use impact fees to make open space purchases thereby avoiding the reimbursement issue (i.e. no available funds no reimbursement). All said, the answer was partially yes. The Krueger property is under contract and precedes the three requests for reimbursement. The Chant property is not (i.e. the property that Parks apparently wants to close on by December 20th). Therefore and according to the Court's decision, open space impact fees would be available for reimbursement. According to DMD Fiscal, the balance of open space impact fee revenue is approximately \$698,000.000. The price for the Krueger property is \$340,000.00. As such, there will be an approximate balance of \$358,000.00 once open space impact fees are used to make the purchase. The three requests for reimbursement of excess open space credits total \$671,445.00. Those requesting reimbursement have been informed that only \$358,000.00 is potentially available for reimbursement with any disbursement made on a first-in first-out basis. Finally, it is the responsibility of applicable Departments that want to use impact fee revenue to construct infrastructure or make purchases based on the CCIP to coordinate with DMD to make that happen. DMD is the Department that approves and tracks the expenditures of impact fees. Of course and as Impact Fees Administrator, if there are questions related to specific infrastructure projects, the purchase of an item(s) or the CCIP, Department representatives can and frequently do contact me for clarifications or for other reasons (this includes DMD). Also, unfortunately I am not completely sure what Director of Parks wants to fully explore or what he wants to personally discuss with you. Any questions, let me know.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000216

From: Campbell, David S.
Sent: Wednesday, December 12, 2018 6:31 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>; Biazar, Shahab <sbiazar@cabq.gov>; Williams, Brennon <bnwilliams@cabq.gov>
Subject: Fwd: Impact fees

All-see below. Please hold until we can discuss with Parks Department

David

Sent from my iPhone

Begin forwarded message:

From: "Simon, David J." <dsimon@cabq.gov>
Date: December 12, 2018 at 6:18:27 PM MST
To: "Campbell, David S." <dscampbell@cabq.gov>
Subject: Impact fees

Director Campbell

We apparently have a major problem re: developer claims on impact fees that were directed to Open Space. This could result in the loss of nearly \$500,000 in impact fees that we have been counting on to close a land acquisition on December 20. I would respectfully request that Planning take no action to refund any Open Space impact fees until we have had a chance to meet ASAP and fully explore this situation with Planning, Legal and any other appropriate City department. (If, in fact, it is Planning that controls this kind of action). I also have a matter related to this issue that I would like to discuss with you personally. Thanks!

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation



0000217

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, December 13, 2018 12:37 PM
To: Biazar, Shahab
Cc: Cordero, Shannon D.
Subject: weekly report

Hi Shahab,

Under DPM Executive Committee, number 1 is current and numbers 2 and 3 are on-going. Under Impact Fees, number 1 is revised and numbers 2 through 10 are on-going. Any questions, let me know.

Tony

DPM Executive Committee

New:

1. The following will be heard at the December 19, 2018 Committee meeting:
 - a. Proposed Chapter 7 Section 2.3.6 Other Considerations, Sub-Section 2.3.6.2 Considerations from Other City Planning Documents.

On-going:

2. The Director has provided login information to view the DPM, through the Dekker Perich Sabatini (DPS) ftp site, to the City's Office of Equity and Inclusion. They in turn will review the DPM.
3. Working with DPS on edits to various Chapters and/or Sections.

Impact Fees

New:

1. With respect to current requests for reimbursement of excess impact fee credits, see the following:
 - a. Per DMD, Open Space impact fees approximate balance = \$698,000.00 minus one Open Space contract totaling \$340,000.00 = \$358,000.00 (new available balance).
 - i. Three requests for reimbursement of excess Open Space Impact Fee Credits = \$671,445.00. Those requesting reimbursement have been informed that only \$358,000.00 is potentially available for reimbursement with any disbursement made on a first-in first-out basis.
 - b. Per DMD, Road impact fees approximate balance = \$850,000.00. There are no projects under contract.
 - i. One request for reimbursement of excess Roadway Impact Fee Credits = \$150,000.00.

On-going:

2. Talked with an Attorney with BBVA Compass Bank. They will be submitting a request for reimbursement for excess roadway impact fee credits in the amount of \$150,000.00.
3. Fourhills Ranch Investments, LLC has submitted (November 9, 2018) a request for reimbursement of excess open space credits. Will be processing after verifying open space under contract (ongoing).
4. Rex Wilson with Paul Allen Homes has submitted (November 9, 2018) a request for reimbursement of excess open space credits. Will be processing after verifying open space under contract(ongoing).

0000218

5. Scott Grady has submitted (September 28, 2018) a request for reimbursement of excess drainage credits in the Tijeras service area and excess open space credits. Will be processing after verifying open space under contract and account balance in the Tijeras service area for drainage (ongoing).
6. Met with Parks and Open Space to discuss current and upcoming requests for reimbursement of excess open space credits. Currently, they have one property under contract valued at approximately \$340,000.00. They will use open space impact fees to purchase (ongoing).
7. Discussed road impact fee credits with Roy Solomon. This is related to the requirement, to construct Alameda Blvd. public infrastructure improvements as part of his proposed development adjacent to Alameda between San Pedro and Louisiana (ongoing).
8. Discussed road impact fee credits with Adil Rizvi. This is related to Alameda Blvd. public infrastructure improvements (ongoing).
9. Have been applying impact fee credits to various City projects. The credits are those obtained, through Legal Agreement, from Bob Keeran (ongoing).
10. Continued discussions with impact fee credit holders about the possibility of reimbursement of credits they currently hold (ongoing).



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, December 13, 2018 10:57 AM
To: Campbell, David S.
Cc: Biazar, Shahab; Williams, Brennon
Subject: RE: Impact fees

Hi David,

The Director of Parks has omitted a few items. The Deputy Director of Parks and key staff are aware that there is a District Court decision that could affect the availability of impact fees. To paraphrase, the Court ruled that impact fees collected by the City are not encumbered, earmarked, set-aside, etc. unless they are under contract. Thus by Ordinance, they could be available for reimbursement should a request be made. At that point, it becomes a timing issue (i.e. first-in first-out). According to the Deputy Director of Parks, their Department has used some impact fee revenue to purchase open space in the past. However and related to this issue, Parks had planned to use part of their 2% set-aside but not impact fee revenue to purchase two parcels for open space (i.e. Krueger and Chant). That was until I made them aware, at the November EPC Hearing, that three requests for reimbursement of excess open space credits had been made. So, it appears there was no sense of urgency to spend open space impact fees until the requests for reimbursement came up. At that time, I asked if Parks had any open space purchases under contract. The idea was to encourage Parks to use impact fees to make open space purchases thereby avoiding the reimbursement issue (i.e. no available funds no reimbursement). All said, the answer was partially yes. The Krueger property is under contract and precedes the three requests for reimbursement. The Chant property is not (i.e. the property that Parks apparently wants to close on by December 20th). Therefore and according to the Court's decision, open space impact fees would be available for reimbursement. According to DMD Fiscal, the balance of open space impact fee revenue is approximately \$698,000.000. The price for the Krueger property is \$340,000.00. As such, there will be an approximate balance of \$358,000.00 once open space impact fees are used to make the purchase. The three requests for reimbursement of excess open space credits total \$671,445.00. Those requesting reimbursement have been informed that only \$358,000.00 is potentially available for reimbursement with any disbursement made on a first-in first-out basis. Finally, it is the responsibility of applicable Departments that want to use impact fee revenue to construct infrastructure or make purchases based on the CCIP to coordinate with DMD to make that happen. DMD is the Department that approves and tracks the expenditures of impact fees. Of course and as Impact Fees Administrator, if there are questions related to specific infrastructure projects, the purchase of an item(s) or the CCIP, Department representatives can and frequently do contact me for clarifications or for other reasons (this includes DMD). Also, unfortunately I am not completely sure what Director of Parks wants to fully explore or what he wants to personally discuss with you. Any questions, let me know.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e floyd@cabq.gov
cabq.gov/planning

0000220

From: Campbell, David S.
Sent: Wednesday, December 12, 2018 6:31 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>; Biazar, Shahab <sbiazar@cabq.gov>; Williams, Brennon <bnwilliams@cabq.gov>
Subject: Fwd: Impact fees

All-see below. Please hold until we can discuss with Parks Department

David

Sent from my iPhone

Begin forwarded message:

From: "Simon, David J." <dsimon@cabq.gov>
Date: December 12, 2018 at 6:18:27 PM MST
To: "Campbell, David S." <dscampbell@cabq.gov>
Subject: Impact fees

Director Campbell

We apparently have a major problem re: developer claims on impact fees that were directed to Open Space. This could result in the loss of nearly \$500,000 in impact fees that we have been counting on to close a land acquisition on December 20. I would respectfully request that Planning take no action to refund any Open Space impact fees until we have had a chance to meet ASAP and fully explore this situation with Planning, Legal and any other appropriate City department. (If, in fact, it is Planning that controls this kind of action). I also have a matter related to this issue that I would like to discuss with you personally. Thanks!

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation



0000221

Lori Romero

From: Simon, David J.
Sent: Thursday, December 13, 2018 6:47 AM
To: Gibson, Brandon R.
Subject: Fwd: Impact fees
Attachments: image001.png

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation



Begin forwarded message:

From: "Campbell, David S." <dscampbell@cabq.gov>
Date: December 12, 2018 at 6:31:56 PM MST
To: "Simon, David J." <dsimon@cabq.gov>
Subject: Re: Impact fees

We'll hold pending our discussion

David

Sent from my iPhone

On Dec 12, 2018, at 6:18 PM, Simon, David J. <dsimon@cabq.gov> wrote:

Director Campbell

0000222

We apparently have a major problem re: developer claims on impact fees that were directed to Open Space. This could result in the loss of nearly \$500,000 in impact fees that we have been counting on to close a land acquisition on December 20. I would

respectfully request that Planning take no action to refund any Open Space impact fees until we have had a chance to meet ASAP and fully explore this situation with Planning, Legal and any other appropriate City department. (If, in fact, it is Planning that controls this kind of action). I also have a matter related to this issue that I would like to discuss with you personally. Thanks!

Dave

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www.cabq.gov/parksandrecreation

<image001.png>

0000223

Lori Romero

From: Gibson, Brandon R.
Sent: Tuesday, December 18, 2018 2:53 PM
To: Jordan, Deb
Subject: RE: 6900900

Please release the \$238,705.10.

I will let Don Britt know to charge \$367,108.90 to the Impact Fees, and the remainder to the 2017 2% Open Space Land Acquisition.



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

From: Jordan, Deb
Sent: Tuesday, December 18, 2018 2:49 PM
To: Gibson, Brandon R. <bgibson@cabq.gov>
Subject: 6900900

Brandon,

At this time we have three reserves on that activity:

OSVC \$238,705.10
Chant Property \$120,000.00
Krueger \$340,000.00

For a total of \$698,705.10. We can release the \$238,705.10 for the OSVC and add the \$8,403.00 left in the reserve for a total of \$247,108.10. Then add the Chant Property reserve for \$120,000.00 and that totals \$367,108.10. That leaves you \$22,891.90 short of your \$390,000.00 goal. Anything else let me know.

Thanks!



0000224

DEB JORDAN
accountant 1
o 505.768.5338
cabq.gov/parksandrecreation

0000225

Lori Romero

From: Gibson, Brandon R.
Sent: Tuesday, December 18, 2018 12:33 PM
To: Gibson, Brandon R.
Subject: Re: Chant Acquisition History

Don,

We would like to use any Open Space Impact Fees available to pay for the Chant property.

\$880k (November iimpact fees) may have to remove any encumbrance

- Logan Ranch
- developer revision (\$140k)

= remainder to Chant

Brandon Gibson
Associate Director
City of Albuquerque
Parks & Recreation Department
(505) 768-5342
bgibson@cabq.gov

- > On Dec 18, 2018, at 12:14 PM, Britt, Donald D. <dbritt@cabq.gov> wrote:
- >
- > Hi Brandon,
- > Do you know which monies, impact fee or 2% CIP, we are purchasing the Chant property with?
- >
- > Don
- >
- > -----Original Message-----
- > From: Gibson, Brandon R.
- > Sent: Tuesday, December 18, 2018 9:12 AM
- > To: Garcia, Reylene A.; Britt, Donald D.
- > Cc: Simon, David J.
- > Subject: Chant Acquisition History
- >
- > Don & Raylene,
- >
- > Good morning. Could you provide us with a timeline on the acquisition of the Chant property?:
- >
- > Letters of interest date
- > Replatt date
- > Survey date
- > Appraisal date
- > Purchase agreement (11/18) date
- > Contract signature from the Chants date Contract signature from the
- > City date

0000226

>
> Thank you,
>
> Brandon Gibson
> Associate Director
> City of Albuquerque
> Parks & Recreation Department
> (505) 768-5342
> bgibson@cabq.gov
>

0000227

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, December 20, 2018 11:47 AM
To: Biazar, Shahab
Cc: Cordero, Shannon D.
Subject: weekly report

Hi Shahab,

Under DPM Executive Committee, numbers 1 and 2 are new and/or updated and numbers 3 and 4 are on-going. Under Impact Fees, number 1 has been updated and numbers 2 through 9 are on-going. Any questions, let me know.

Tony

DPM Executive Committee

New:

1. The December 19, 2018 Committee meeting was cancelled (no quorum):
2. The following will be heard at the January 2, 2019 Committee meeting:
 - a. Proposed Chapter 7 Section 2.3.6 Other Considerations, Sub-Section 2.3.6.2 Considerations from Other City Planning Documents.

On-going:

3. The Director has provided the draft DPM to the City's Office of Equity and Inclusion for review.
4. Working with staff on edits to various Chapters and/or Sections.

Impact Fees

New:

1. With respect to current requests for reimbursement of excess impact fee credits, see the following:
 - a. Per DMD, Open Space impact fees approximate balance = \$698,000.00 minus one Open Space contract totaling \$340,000.00 = \$358,000.00 (new available balance). Parks will be using approximately \$300,000.00 for another open space purchase, leaving a balance of \$58,000.00 potentially available for reimbursement.
 - i. Three requests for reimbursement of excess Open Space Impact Fee Credits = \$671,445.00. Those requesting reimbursement have not been informed that only \$58,000.00 is potentially available for reimbursement as opposed to \$358,000.00 that was previously discussed. Will be having discussions with the developers that have made requests at a later date about this issue. Legal has been informed about past discussions.
 - b. Per DMD, Road impact fees approximate balance = \$850,000.00. There are no projects under contract.
 - ii. One request for reimbursement of excess Roadway Impact Fee Credits = \$150,000.00.

On-going:

2. Talked with an Attorney with BBVA Compass Bank. They will be submitting a request for reimbursement for excess roadway impact fee credits in the amount of \$150,000.00.

3. Fourhills Ranch Investments, LLC has submitted (November 9, 2018) a request for reimbursement of excess open space credits. Will be processing after verifying open space under contract (ongoing).
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9. Continued discussions with impact fee credit holders about the possibility of reimbursement of credits they currently hold (ongoing).



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000229

Lori Romero

From: Flores, David M.
Sent: Monday, January 14, 2019 9:41 AM
To: Gibson, Brandon R.
Subject: FW: December_2018_Financial Status Reports
Attachments: FSR_Parks_Recreation_December_31_2018.xlsx

From: Osborne-Moore, Jessica
Sent: Monday, January 14, 2019 9:40 AM
To: Flores, David M.; Maldonado, Lawrence E
Cc: Jordan, Deb
Subject: December_2018_Financial Status Reports

Good Morning David and Lawrence,

I have attached the December 2018 "Parks & Recreation Financial Status Excel Report(s)" for your viewing. Please let me know if you have any questions.

Below is the month over month variation for the past two months.

	11/30/18		12/31/18	
Parks & Recreation				
Appropriated	81,831,995.00	-0.30%	80,931,995.00	-1.10%
Expended	52,883,743.00	3.73%	54,041,661.00	2.19%
Encumbered	10,236,672.00	-10.57%	9,415,759.00	-8.02%
UNENCUM Balance Less IDC	18,231,596.00	-4.05%	17,016,915.00	-6.66%
		-11.20%		-13.59%

❖ Closures

Closed	1/10/19 Parks	7543310	CENTRAL STREET TREES
Closed	1/10/19 Parks	7503180	D1 PK IMPROV & AMEN
Closed	1/10/19 Parks	7503280	D8 PK IMPROV & AMEN

0000230

Yours Sincerely,



JESSICA OSBORNE

fiscal analyst

O 505.768.3844

f 505.768.3810

josborne-moore@cabq.gov

“We are what we repeatedly do, Excellence, therefore is not an act but a habit.” – Aristotle

0000231

CAPITAL IMPLEMENTATION PROGRAM
FINANCIAL STATUS REPORT
AS OF DECEMBER 31, 2018 ERP POSTED TRANSACTIONS
& TRANSITORIES RECEIVED THRU JANUARY 10, 2019

-1-

PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
FUND 345 IMPACT FEES									
6900110	NORTHEAST	137,548	303,151	440,699	222,232	0	218,467	214,600	50%
6900310	SOUTHEAST	24,608	301,819	326,427	291,929	6,002	28,496	27,880	91%
6900410	NORTHWEST	534,747	2,206,277	2,741,024	2,389,094	6,538	345,393	339,158	87%
6900610	SOUTHWEST	114,831	837,799	952,630	863,702	5,350	83,579	82,000	91%
6900800	TRAILS	31,717	339,612	371,329	233,842	0	137,487	135,053	63%
6900900	OPEN SPACE	517,223	4,131,970	4,649,193	4,233,948	367,101	48,144	40,477	99%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,234,746	384,990	861,566	839,168	91%
MISC PROJ									
7299910	PETROGLYPH NATL ACQ	0	5,002,332	5,002,332	3,743,151	0	1,259,181	1,236,894	75%
7514340	RIVER BOSQUE RESTORE & TRAIL	0	2,892,000	2,892,000	2,609,319	265,164	17,517	12,284	99%
7538040	MONZANO MESA SPORTS COMPLEX	1,500,000	0	1,500,000	1,495,917	1,031	3,053	2,979	100%
7538050	LOS ALTOS POOL & PK IMPROVMENTS	3,000,000	0	3,000,000	2,913,575	94,628	(8,203)	(9,815)	100%
7552130	DISTRICT 9 PARKS	250,000	0	250,000	103,142	7,834	139,025	136,418	44%
7552140	LOS ALTOS POOL	2,000,000	0	2,000,000	1,994,129	0	5,871	5,767	100%
7552170	WESTSIDE MEMORIAL	350,000	0	350,000	290,347	40,598	19,054	17,963	95%
7542260	OS LAND ACQUISITIONS	146,840	0	146,840	72,874	0	73,966	72,657	50%
7543300	LOS ALTOS GOLF COURSE	1,500,000	0	1,500,000	971,503	396,553	131,945	122,247	91%
TOTAL PARKS MISC PROJ		8,746,840	7,894,332	16,641,172	14,193,956	805,808	1,641,408	1,597,395	90%
FD 341 TRANSP INFRA TAX									
7600300	TRAILS/BIKEWAYS	15,278,186	0	15,278,186	10,575,230	978,598	3,724,358	3,640,269	76%
7600400	BIKEWAYS/TRAILS	500,000	0	500,000	0	0	500,000	500,000	0%
TOTAL TRANSP TX FD 341		15,778,186	0	15,778,186	10,575,230	978,598	4,224,358	4,140,269	73%
STATE GRANTS									
7349970	WOMENS MEMORIAL	0	50,000	50,000	50,224	620	(844)	(841)	102%
7350170	LOS ALTOS PARK	0	60,000	60,000	57,832	3,140	(972)	(1,007)	102%
7349860	14 ALAMEDA LL	4,370	314,000	318,370	218,370	0	100,000	89,310	69%
7349900	14 WESTGATE LL	923	45,000	45,923	43,755	0	2,168	1,937	95%
7350060	16 DALE BELLAMA MILE HIGH LL	2,052	120,000	122,052	105,424	0	16,628	14,851	86%
7350110	15 WESTMESA LL	855	50,000	50,855	32,460	0	18,395	16,429	64%
7350120	15 ROADRUNNER LL	2,809	137,000	139,809	122,696	325	16,788	14,989	88%
7350150	15 ZIA LL	1,251	61,000	62,251	56,554	0	5,697	5,088	91%
7350160	15 DALE BELLAMAH LL	5,228	260,000	265,228	262,229	2,184	815	694	100%
7350090	16 ALAMEDA LL	0	100,000	100,000	0	99,627	373	(1,188)	100%
7350300	18 ALAMEDA LL	0	50,000	50,000	0	46,096	3,904	2,783	92%
7350290	18 ANDERSON HIGHLANDS PARK	0	15,000	15,000	0	0	15,000	15,000	0%
7350190	18 ARENAL DRAIN	0	75,000	75,000	0	0	75,000	75,000	0%
7350280	18 EASTDALE LL FENCING	0	11,900	11,900	0	0	11,900	11,900	0%
7350250	18 EASTDALE LL	0	30,000	30,000	0	0	30,000	30,000	0%
7350240	18 JUAN TABO HILLS PK	0	73,100	73,100	0	73,100	0	(1,116)	100%
7350180	18 LOBO LL	0	90,000	90,000	0	0	90,000	90,000	0%
7350230	18 MONTGOMERY PK	0	31,000	31,000	0	0	31,000	31,000	0%
7350260	18 AMOLE WOMEN'S MEMORIAL	0	120,000	120,000	0	0	120,000	120,000	0%
7350270	18 ALAMOSA SECURITY CAM	0	25,000	25,000	0	25,317	(317)	(670)	101%
7350320	18 SE-MID-HEIGHTS PARK	0	75,000	75,000	0	0	75,000	75,000	0%
7350310	18 ROADRUNNER LL	0	60,000	60,000	0	0	60,000	60,000	0%
7350330	18 SUNRISE TERRACE PK IMP	0	60,000	60,000	0	0	60,000	60,000	0%
7350210	18 PETROGLYPH LL SAFTEY IMP	0	45,000	45,000	0	0	45,000	45,000	0%
7350200	18 ZIA LL FAC IMP	0	120,000	120,000	0	0	120,000	120,000	0%
7350220	18 MILE HIGH LL	0	255,800	255,800	0	0	255,800	255,800	0%
7349981	18 PARK SECURITY CAMERAS (RE-AUTH 1	0	337,351	337,351	0	0	337,351	337,351	0%
7349851	18 ARENAL DRAIN BLUFF AREA PK (RE-A	0	145,450	145,450	0	0	145,450	145,450	0%
TOTAL STATE GRANTS		17,488	2,816,601	2,834,089	949,542	250,409	1,634,138	1,612,760	42%

0000232

CAPITAL IMPLEMENTATION PROGRAM
 FINANCIAL STATUS REPORT
 AS OF DECEMBER 31, 2018 ERP POSTED TRANSACTIONS
 & TRANSITORIES RECEIVED THRU JANUARY 10, 2019

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
'11 GO									
7514050	BOSQUE RESTORE & REVIT	200,000	0	200,000	159,132	49,766	(8,898)	(9,656)	104%
7514080	NEIGHBORHD PK DVL/PMT	1,353,500	0	1,353,500	1,315,449	3,417	34,634	33,927	97%
7514120	VEHCL & EQP - PK MGMT SET ASIDE	1,000,000	0	1,000,000	986,264	0	13,736	13,481	99%
7514320	SW WILLOW FLYCATCHER HABITAT	3,690	202,725	206,415	200,109	0	6,306	6,189	97%
7514350	OPEN SPACE IMPROVE/ABCWUA	0	1,432,322	1,432,322	798,297	0	634,025	622,232	0%
TOTAL 2011 GO		2,557,190	1,635,047	4,192,237	3,459,250	53,183	679,803	666,173	84%
'13 GO									
7529160	WEST SIDE PARKS	2,000,000	0	2,000,000	1,998,263	0	1,737	1,704	100%
7529290	LOS POBLANOS FIELD WATER RIGHTS	66,000	0	66,000	51,314	0	14,686	14,413	78%
7532010	MEDIAN & TRAIL RENO	700,000	0	700,000	695,877	0	4,123	4,047	99%
TOTAL 2013 GO		2,766,000	0	2,766,000	2,745,454	0	20,546	20,164	99%
'15 GO									
7542030	SWIMMING POOL RENOVATION	750,000	0	750,000	730,873	10,275	8,852	8,497	99%
7542040	OPEN SPACE LAND ACQ & FAC IMPROV	200,000	0	200,000	76,480	51,862	71,658	69,364	64%
7542050	BALLOON FIESTA IMPROVEMENTS	550,000	0	550,000	532,866	389	16,745	16,427	97%
7542060	NEW PRK DEV & LAND ACQ	950,000	0	950,000	940,786	7,233	1,982	1,811	100%
7542080	VEHICLE & EQUIPMENT	800,000	0	800,000	718,021	22,330	59,649	58,125	93%
7542100	LOS ALTOS POOL/PARK	1,700,000	0	1,700,000	1,023,207	659,340	17,452	4,898	99%
7543050	CIP PKS CONSTRCT HVY EQUIP	300,000	0	300,000	301,434	0	(1,434)	(1,407)	100%
TOTAL 2015 GO		5,250,000	0	5,250,000	4,323,667	751,429	174,905	157,713	97%
'17 GO									
7557010	PARK IRRIGATION SYSTEM RENO	1,802,000	0	1,802,000	830,592	813,363	158,046	140,020	91%
7557020	OPEN SPACE BOSQUE RESTORATION	200,000	0	200,000	20,378	27,830	151,792	148,452	24%
7557030	GOLD EQUIP & VEHICLES	500,000	0	500,000	499,569	14,900	(14,469)	(14,476)	103%
7557040	OPEN SPACE EQUIP & VEHICLES	500,000	0	500,000	197,295	159,629	143,077	137,454	71%
7557050	PARK MGMT VEHICLES & EQUIP	1,500,000	0	1,500,000	158,390	510,065	831,545	806,618	45%
7557060	RECREATION FACILITY RENO	750,000	0	750,000	220,962	445,758	83,280	73,463	89%
7557070	OPEN SPACE FACILITY RENO	300,000	0	300,000	98,656	50,823	150,522	146,779	50%
7557080	BALLOON FIESTA PARK IMPROVMENTS	650,000	0	650,000	153,850	484,019	12,131	2,928	98%
7557090	NEW PARK DEVELOPMENT & LAND ACQ	1,600,000	0	1,600,000	193,539	612,968	793,493	767,364	50%
7557100	POOL RENO	950,000	0	950,000	569,324	72,197	308,479	301,402	68%
7557110	PARK AMENITY & FORESTRY REHAB	650,000	0	650,000	349,614	217,386	83,001	77,425	87%
7557120	JUAN TABO HILLS PARK	200,000	0	200,000	20,378	0	179,622	176,281	10%
7557130	SINGING ARROW ARCH MOCKUP	500,000	0	500,000	0	8,939	491,061	481,761	2%
7557140	ALAMEDA DRAIN TRAIL	470,000	0	470,000	20,378	20,000	429,622	421,260	9%
7557150	CORONADO SKATE PARK	160,000	0	160,000	37,267	39,054	83,680	81,399	48%
7557160	MCKINLEY BICYCLE SHOP	400,000	0	400,000	9,108	28,939	361,953	354,684	10%
7557170	LOS ALTOS PARK IMPROVEMNTS	1,000,000	0	1,000,000	356,366	590,887	52,747	40,806	95%
7557180	ANDERSON HEIGHTS PARK	415,000	0	415,000	394,622	0	20,378	19,999	95%
7557190	2% FOR OPEN SPACE PROJECTS	2,500,000	0	2,500,000	556,091	390,000	1,553,909	1,517,772	38%
TOTAL 2017 GO		15,047,000	0	15,047,000	4,686,377	4,486,756	5,873,867	5,681,391	61%

0000233

CAPITAL IMPLEMENTATION PROGRAM
FINANCIAL STATUS REPORT
AS OF DECEMBER 31, 2018 ERP POSTED TRANSACTIONS
& TRANSITORIES RECEIVED THRU JANUARY 10, 2019

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PARKS AND RECREATION

PROJECT NUMBER	PROJECT NAME	BOND AMOUNT	GRANT AMOUNT	TOTAL APPROPRIATED	TOTAL EXPENDED	TOTAL ENCUMBERED	UNENCUM BALANCE	UNENCUM LESS INDIRECT	PCT EXP ENC
7304130	'03 GO COUNCIL SET ASIDE MANZANO OS/ 4 HILLS	150,000	0	150,000	108,554	40,554	892	123	99%
TOTAL 2003 GO		150,000	0	150,000	108,554	40,554	892	123	99%
7503190	'09 GO COUNCIL SET ASIDE D2 PK IMPROV & AMEN	365,432	0	365,432	332,879	1,179	31,373	30,768	91%
7503290	D9 PK IMPROV & AMEN	750,000	1,577	751,577	709,011	44,663	(2,097)	(2,886)	100%
TOTAL 2009 GO		1,115,432	1,577	1,117,009	1,041,890	45,842	29,277	27,882	97%
7514220	'11 GO COUNCIL SET ASIDE D2 PARKS & REC PROJTS	300,000	0	300,000	262,383	36,214	1,403	705	100%
7514290	D9 PARKS & REC PROJTS	750,000	0	750,000	739,279	10,522	199	(0)	100%
TOTAL 2011 GO		1,050,000	0	1,050,000	1,001,662	46,736	1,602	705	100%
7529170	'13 GO COUNCIL SET ASIDE D1 PARKS & REC PROJTS	200,000	0	200,000	192,509	5,056	2,435	2,296	99%
7529180	D3 PARKS & REC PROJTS	150,000	0	150,000	141,830	1,870	6,300	6,148	96%
7529190	D4 PARKS & REC PROJTS	400,000	0	400,000	355,020	42,821	2,159	1,324	99%
7529200	D5 PARKS & REC PROJTS	350,000	0	350,000	313,822	30,669	5,509	4,838	98%
7529220	D7 PARKS & REC PROJTS	450,000	0	450,000	320,550	127,049	2,401	(0)	99%
7529230	D8 PARKS & REC PROJTS	750,000	0	750,000	444,121	280,522	25,357	19,682	97%
7529240	D9 PARKS & REC PROJTS	700,000	0	700,000	248,602	443,024	8,373	0	99%
TOTAL 2013 GO		3,000,000	0	3,000,000	2,016,455	931,011	52,534	34,288	98%
7542130	'15 GO COUNCIL SET ASIDE D1 PARKS & REC PROJTS	200,000	0	200,000	42,794	30,434	126,772	123,850	37%
7542140	D2 PARKS & REC PROJTS	200,000	0	200,000	82,014	25,564	92,422	90,228	54%
7542150	D3 PARKS & REC PROJTS	200,000	0	200,000	111,290	27,971	60,740	59,091	70%
7542160	D4 PARKS & REC PROJTS	50,000	0	50,000	20,378	0	29,622	29,071	41%
7542180	D6 PARKS & REC PROJTS	250,000	0	250,000	15,585	5,000	229,415	225,055	8%
7542190	D7 PARKS & REC PROJTS	475,000	0	475,000	425,696	48,389	915	0	100%
7542200	D8 PARKS & REC PROJTS	75,000	0	75,000	0	0	75,000	75,000	0%
7542210	D9 PARKS & REC PROJTS	100,000	0	100,000	7,122	91,156	1,723	(0)	98%
TOTAL 2015 GO		1,550,000	0	1,550,000	704,879	228,513	616,608	602,296	60%
7557200	'17 GO COUNCIL SET ASIDE D1 PARKS & REC PROJTS	200,000	0	200,000	0	0	200,000	200,000	0%
7557210	D2 PARKS & REC PROJTS	200,000	0	200,000	0	196,290	3,710	0	98%
7557220	D3 PARKS & REC PROJTS	200,000	0	200,000	0	0	200,000	200,000	0%
7557230	D4 PARKS & REC PROJTS	50,000	0	50,000	0	45,190	4,810	3,882	90%
7557240	D5 PARKS & REC PROJTS	400,000	0	400,000	0	24,893	375,107	367,669	6%
7557250	D6 PARKS & REC PROJTS	250,000	0	250,000	0	0	250,000	250,000	0%
7557260	D7 PARKS & REC PROJTS	325,000	0	325,000	0	62,774	262,226	256,184	19%
7557270	D9 PARKS & REC PROJTS	450,000	0	450,000	0	82,782	367,218	358,852	18%
TOTAL 2017 GO		2,075,000	0	2,075,000	0	411,929	1,663,071	1,636,588	20%
TOTAL PARKS & REC FD 305		43,307,462	9,530,956	52,838,418	34,282,143	7,801,761	10,754,514	10,424,717	906%
TOTAL FUND 345		1,360,674	8,120,628	9,481,302	8,234,746	384,990	861,566	839,168	91%
TOTAL TRNSP INFRA TX FD 341		15,778,186	0	15,778,186	10,575,230	978,598	4,224,358	4,140,269	73%
TOTAL STATE GRANTS		17,488	2,816,601	2,834,089	949,542	250,409	1,634,138	1,612,760	42%
TOTAL PARKS & RECREATION		60,463,810	20,468,185	80,931,995	54,041,661	9,415,759	17,474,575	17,016,915	78%

0000234

Lori Romero

From: Loyd, Tony J.
Sent: Tuesday, January 15, 2019 12:11 PM
To: Whitson, Linda
Subject: fund 345

Hi Linda,

I have several requests for reimbursement of excess impact fee credits and need to respond yes, no or partial. Could you provide me with the unencumbered balances (funds not under contract) for:

1. Roads, city wide service area
2. Drainage, NW service area
3. Drainage, Tijeras service area
4. Open Space, city wide service area

Thanks – Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000235

Lori Romero

From: Whitson, Linda
Sent: Tuesday, January 15, 2019 2:58 PM
To: Loyd, Tony J.
Subject: RE: fund 345

Tony,

The activities have not changed much.
See below and my notes in blue.
Thank you!



LINDA WHITSON
CIP Financial Program Manager
o 505.768-3828
f 505.768-3848
LWhitson@cabq.gov
CABQ.GOV/DMD

From: Loyd, Tony J.
Sent: Tuesday, January 15, 2019 12:11 PM
To: Whitson, Linda <LWhitson@cabq.gov>
Subject: fund 345

Hi Linda,

I have several requests for reimbursement of excess impact fee credits and need to respond yes, no or partial. Could you provide me with the unencumbered balances (funds not under contract) for:

1. Roads, city wide service area: there is \$883,629 not actually encumbered for this project.
- 2.

<u>PROJECT NUMBER</u>	<u>PROJECT NAME</u>	<u>BOND & INTEREST AMOUNT</u>	<u>GRANT & MISC. AMOUNT</u>	<u>APPR</u>
6903110	ROADS CITYWIDE	547,106	8,562,687	
TOTAL IMPACT FEE FD 345		547,106	8,562,687	

3. Drainage, NW service area: there is \$228.389 not actually encumbered for this project.

0000236

<u>PROJECT NUMBER</u>	<u>PROJECT NAME</u>	<u>BOND & INTEREST AMOUNT</u>	<u>GRANT & MISC. AMOUNT</u>	<u>AF</u>
6904400	NORTHWEST	136,958	2,567,558	

4. Drainage, Tijeras service area: there is \$137,938 not actually encumbered for this project.

<u>PROJECT NUMBER</u>	<u>PROJECT NAME</u>	<u>BOND & INTEREST AMOUNT</u>	<u>GRANT & MISC. AMOUNT</u>
6904200	TIJERAS	40,103	483,420

5. Open Space, city wide service area: there is \$367,101 not actually encumbered for this project as well as the unencumbered balance. So total not encumbered \$415,245.

<u>PROJECT NUMBER</u>	<u>PROJECT NAME</u>	<u>BOND AMOUNT</u>
6900900	OPEN SPACE	517,223

Thanks – Tony



TONY LOYD
 Impact Fees Administrator
 o 505.924.3934
 e tloyd@cabq.gov
 cabq.gov/planning

0000237

Lori Romero

From: Loyd, Tony J.
Sent: Tuesday, January 29, 2019 4:32 PM
To: 'Karl Smith'
Subject: RE: impact fees
Attachments: modified-w9-supplier-form-081518.pdf

Hey Karl,

Please fill out the attached w-9. I didn't know the City had its own modified version. Also, call me. I have a short and a long version explaining the delay.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Karl Smith [<mailto:ksmith@pavilionconstruction.onmicrosoft.com>]
Sent: Wednesday, January 16, 2019 3:37 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: RE: impact fees

Tony,
I wanted to follow up on our conversation from December and see if there has been movement on the open space credit reimbursement.

Thanks,

Karl Smith
New Project Manager
Pavilion Construction
(505) 346-0085 Office
(505) 991-4060 Mobile
www.pavilionconstruction.com

From: Karl Smith
Sent: Friday, November 9, 2018 2:30 PM
To: 'Loyd, Tony J.' <TLoyd@cabq.gov>
Subject: RE: impact fees

0000238

Tony,
Attached is the exhibit | request for reimbursement of excess credits for open space credits. Please let me know if you have any questions.

Thanks,

Karl Smith
New Project Manager
Pavilion Construction
(505) 346-0085 Office
(505) 991-4060 Mobile
www.pavilionconstruction.com

From: Loyd, Tony J. <TLoyd@cabq.gov>
Sent: Friday, November 9, 2018 1:29 PM
To: Karl Smith <ksmith@pavilionconstruction.onmicrosoft.com>
Subject: impact fees

Hi Karl,

See attached. Any questions, let me know.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

=====
This message has been analyzed by Deep Discovery Email Inspector.

0000239



Request for Supplier Information

SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

REMITTANCE ADDRESS (number, street, and apt or suite no)

CITY, STATE, and ZIP CODE

REMITTANCE CITY, STATE, and ZIP CODE

PHONE

EMAIL ADDRESS

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

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TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP TRUST/ESTATE

LIMITED LIABILITY COMPANY— Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single- member owner.

501(C)3/NON-PROFIT ORGANIZATION OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see Instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

DATE

PRINT NAME

TITLE

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

Woman Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

None of the Categories Apply **Not a local business**

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

- American Indian or Alaska Native
- Asian
- Black or African American
- Hispanic
- Native Hawaiian or Other Pacific Islander
- Two or more races
- White

0000240

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepta

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

Provide an "Order From" Email Address:

Section 1- Supplier Information

Information on how to fill-out Section 1 can be found at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Section 2 – Business Demographics

- A. Select all for which the business has self-certified or for which it believes it is eligible.
- B. The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- C. A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- D. A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- E. A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- F. Minority is defined to include Hispanic Americans, Black Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, Female, or belonging to groups found to be economically and socially disadvantaged by the U.S. Small Business Administration.

The State of New Mexico and the U.S. Federal Government have their own certification programs. State of New Mexico Certifications Include: State Resident Business; State Resident Contractor; Resident Veteran Business; and Resident Veteran Contractor. More information can be found at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Federal Certifications include: SBE (Small Business Enterprise with SBA); MBE (Minority Business Enterprise); WBE (Women Business Enterprise); VOSB (Veteran-Owned Small Business). More information can be found at: www.sba.gov

Section 3- Purchase Order Acceptance

A. To obtain purchase orders and procurement contracts electronically, suppliers must provide a current e-mail address.

B. Transcepta, is an electronic purchase order and invoicing system that delivers purchase orders from the City to suppliers and in turn, receives inbound invoices, purchase order acknowledgements and advance shipping notices from City suppliers. Transcepta also provides a portal for suppliers to check document processing. To participate in Transcepta follow the instructions at <http://connect.transcepta.com/abq/>

0000241

Lori Romero

From: Loyd, Tony J.
Sent: Tuesday, January 29, 2019 4:47 PM
To: 'Scott Anderson'
Cc: 'Mike Sanchez'
Subject: RE: impact fee refund for BP2018-19623, 5101 La Cienaga NW

Got it. I thought Mike was sending it. So, I did not look at your attachment. I was just going to use your original request. That said, I will use the new letter.

Thanks - Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Scott Anderson [<mailto:scott@scaarchitects.com>]
Sent: Tuesday, January 29, 2019 4:40 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>; Mike Sanchez <mtsanchez68@gmail.com>
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW

the w9 was attached to the letter

On Tue, Jan 29, 2019 at 4:25 PM Loyd, Tony J. <TLoyd@cabq.gov> wrote:

Thanks for the clarification. The only delay now, is for Mike to fill out the City modified w-9 that I emailed him on Friday. I will have Planning Fiscal process the refund as soon as I receive it.

Tony



0000242

TONY LOYD

Impact Fees Administrator
o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

From: Scott Anderson [mailto:scott@scaarchitects.com]
Sent: Tuesday, January 29, 2019 1:28 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW

The permit number I reference (2018-19623) is for the building permit for the new house. This is the permit number for which the impact fees were paid. The other permit information I provided was the demolition permit for the house that once stood on the property to prove that an existing building was once there. I have included the UPC number (101406132914541112) in my letter for the sake of clarification and to confirm that we are dealing with the correct parcel.

Please feel free to contact me if you have any questions or concerns.

Thank you

Scott

On Fri, Jan 25, 2019 at 4:58 PM Loyd, Tony J. <TLoyd@cabq.gov> wrote:

Hi Scott,

Not exactly. There is no city form. However, your cover letter/request apparently references your site information (i.e. building permit number) and the supporting documentation (i.e. treasury receipt and invoice) apparently reference your site information (i.e. building permit number and address). That said, I need the request and supporting documentation to reference building permit number 2018-31356 and 5101 La Cienega St. NW. This is what Mike, with Crescent Custom Homes, told me.

0000243

Thanks - Tony



TONY LOYD

Impact Fees Administrator

☎ 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

From: Scott Anderson [mailto:scott@scaarchitects.com]

Sent: Friday, January 25, 2019 3:45 PM

To: Loyd, Tony J. <TLoyd@cabq.gov>

Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW

It is my understanding that I put my contact information and the site information on the wrong line on the City's form. Please send me a new form at your earliest convenience and I will make the necessary changes.

Thank you

Scott

On Mon, Jan 14, 2019 at 4:50 PM Loyd, Tony J. <TLoyd@cabq.gov> wrote:

You probably won't see anything until the middle of February.

0000244



TONY LOYD

Impact Fees Administrator
o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

From: Scott Anderson [<mailto:scott@scaarchitects.com>]
Sent: Monday, January 14, 2019 4:27 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: impact fee refund for BP2018-19623, 5101 La Cienaga NW

Tony,

I am checking in on the status of the refund for the impact fees paid for a single family home located at 5101 La Cienaga NW, building permit 2018-19623.

Thank you for the update

Scott

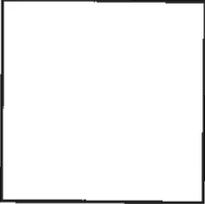
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0000245

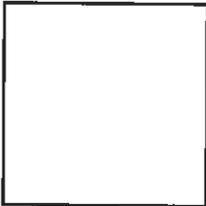
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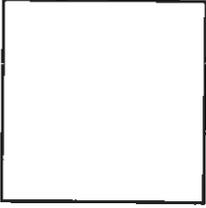
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0000246



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0000247

Lori Romero

From: Scott Anderson <scott@scaarchitects.com>
Sent: Tuesday, January 29, 2019 1:28 PM
To: Loyd, Tony J.
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW
Attachments: Impact fee refund letter - w9.pdf

The permit number I reference (2018-19623) is for the building permit for the new house. This is the permit number for which the impact fees were paid. The other permit information I provided was the demolition permit for the house that once stood on the property to prove that an existing building was once there. I have included the UPC number (101406132914541112) in my letter for the sake of clarification and to confirm that we are dealing with the correct parcel.

Please feel free to contact me if you have any questions or concerns.

Thank you

Scott

On Fri, Jan 25, 2019 at 4:58 PM Loyd, Tony J. <TLoyd@cabq.gov> wrote:

Hi Scott,

Not exactly. There is no city form. However, your cover letter/request apparently references your site information (i.e. building permit number) and the supporting documentation (i.e. treasury receipt and invoice) apparently reference your site information (i.e. building permit number and address). That said, I need the request and supporting documentation to reference building permit number 2018-31356 and 5101 La Cienaga St. NW. This is what Mike, with Crescent Custom Homes, told me.

Thanks - Tony



TONY LOYD

Impact Fees Administrator
o 505.924.3934

0000248

e tloyd@cabq.gov

cabq.gov/planning

From: Scott Anderson [mailto:scott@scaarchitects.com]
Sent: Friday, January 25, 2019 3:45 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW

It is my understanding that I put my contact information and the site information on the wrong line on the City's form. Please send me a new form at your earliest convenience and I will make the necessary changes.

Thank you

Scott

On Mon, Jan 14, 2019 at 4:50 PM Loyd, Tony J. <TLoyd@cabq.gov> wrote:

You probably won't see anything until the middle of February.



TONY LOYD

Impact Fees Administrator
o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

0000249

From: Scott Anderson [mailto:scott@scaarchitects.com]
Sent: Monday, January 14, 2019 4:27 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: impact fee refund for BP2018-19623, 5101 La Cienaga NW

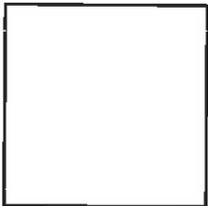
Tony,

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Thank you for the update

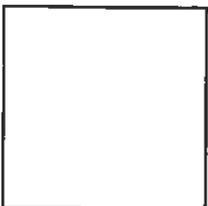
Scott

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0000250

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0000251

Lori Romero

From: Loyd, Tony J.
Sent: Tuesday, January 29, 2019 4:25 PM
To: 'Scott Anderson'
Subject: RE: impact fee refund for BP2018-19623, 5101 La Cienaga NW

Thanks for the clarification. The only delay now, is for Mike to fill out the City modified w-9 that I emailed him on Friday. I will have Planning Fiscal process the refund as soon as I receive it.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Scott Anderson [<mailto:scott@scaarchitects.com>]
Sent: Tuesday, January 29, 2019 1:28 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW

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Thank you

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Hi Scott,

0000252

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your site information (i.e. building permit number and address). That said, I need the request and supporting documentation to reference building permit number 2018-31356 and 5101 La Cienega St. NW. This is what Mike, with Crescent Custom Homes, told me.

Thanks - Tony



TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

From: Scott Anderson [<mailto:scott@scaarchitects.com>]

Sent: Friday, January 25, 2019 3:45 PM

To: Loyd, Tony J. <TLoyd@cabq.gov>

Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienega NW

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0000253

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Impact Fees Administrator
o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

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Sent: Monday, January 14, 2019 4:27 PM
To: Loyd, Tony J. <TLOYD@cabq.gov>
Subject: impact fee refund for BP2018-19623, 5101 La Cienaga NW

Tony,

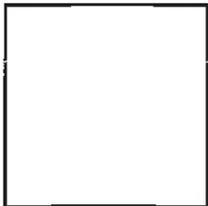
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Thank you for the update

Scott

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0000254



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This message has been analyzed by Deep Discovery Email Inspector.

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This message has been analyzed by Deep Discovery Email Inspector.

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This message has been analyzed by Deep Discovery Email Inspector.

0000255

Lori Romero

From: Scott Anderson <scott@scaarchitects.com>
Sent: Tuesday, January 29, 2019 4:40 PM
To: Loyd, Tony J.; Mike Sanchez
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW
Attachments: Impact fee refund letter - w9.pdf

the w9 was attached to the letter

On Tue, Jan 29, 2019 at 4:25 PM Loyd, Tony J. <TLoyd@cabq.gov> wrote:

Thanks for the clarification. The only delay now, is for Mike to fill out the City modified w-9 that I emailed him on Friday. I will have Planning Fiscal process the refund as soon as I receive it.

Tony



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Impact Fees Administrator
o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

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Sent: Tuesday, January 29, 2019 1:28 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: Re: impact fee refund for BP2018-19623, 5101 La Cienaga NW

0000256

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Thanks - Tony



TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

0000257

From: Scott Anderson [mailto:scott@scaarchitects.com]
Sent: Friday, January 25, 2019 3:45 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
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TONY LOYD

Impact Fees Administrator
o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

From: Scott Anderson [mailto:scott@scaarchitects.com]
Sent: Monday, January 14, 2019 4:27 PM

0000258

To: Loyd, Tony J. <TLoyd@cabq.gov>

Subject: impact fee refund for BP2018-19623, 5101 La Cienaga NW

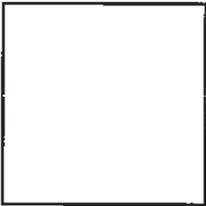
Tony,

I am checking in on the status of the refund for the impact fees paid for a single family home located at 5101 La Cienaga NW, building permit 2018-19623.

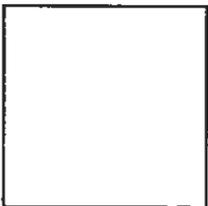
Thank you for the update

Scott

--

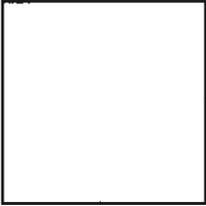


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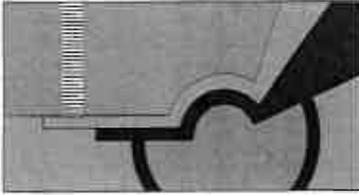


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0000260



SCOTT C. ANDERSON
& associates architects

7604 rio penasco nw
albuquerque, nm 87120
andersonscott@comcast.net
505.401.7575

January 3, 2019

Tony Lloyd
City of Albuquerque Impact Fee Administrator
600 2nd St NW
Albuquerque, NM 87102

RE: Impact fee refund Permit 2018-19623

Dear Mr. Lloyd:

I am writing to request a refund on impact fees paid under building permit 2018-19623. The UPC number for the parcel in question is 101406132914541112. The project is a new home being constructed on the same lot that a previous home stood and is therefore exempt from impact fees. The contractor mistakenly paid the impact fees not knowing that there was an exemption for this site.

Please feel free to contact me with any questions or concerns.

Respectfully,

Scott C. Anderson, Principal

0000261

Lori Romero

From: Alex Gonzalez <agonzalez@evgre.com>
Sent: Wednesday, January 30, 2019 9:52 AM
To: Vonderhaar, Ronald L.
Cc: Loyd, Tony J.
Subject: RE: Impact Fee Estimate
Attachments: SKM_C754e19013009430.pdf

I am not exaggerating when I tell you that is the FASTEST impact fee estimate I've received in 10 years. Thanks! You could teach California's cities a lot in this regard.

Can I ask for an additional thing? I am used to seeing sewer and water impact fees in these estimates, but is the reason why there aren't any because it is the water authority that charges them per the attached sheet and below?

METER	\$555	\$555	TOTAL PER MONTH	\$208.00
TOTAL	\$11,330	\$1,498		
WATER ONLY	\$11,330	\$1,094		

2"	WATER ✓	\$17,245	\$862	7% INTEREST FOR 10 YRS. AT \$190.23 PER MONTH	\$16,383
	SEWER ✓	\$12,930	\$646	7% INTEREST FOR 10 YRS. AT \$142.63 PER MONTH	\$12,284
	METER ✓	\$635	\$635	TOTAL PER MONTH	\$332.86
	TOTAL	\$30,810	\$2,143		
	WATER ONLY	\$17,880	\$1,497		

METER SIZES					
3/4"	- 1 SMALL	1 1/2"	- 3 MEDIUM	3"	- 5 LARGE
1"	- 2 SMALL	2"	- 4 MEDIUM	4"	- 6 LARGE

Alex Gonzalez | Director, Development
2390 East Camelback Road, Suite 410, Phoenix, Arizona 85016
Phone: 602.808.8600 | Direct: 602.567.7171
agonzalez@evgre.com | <https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=FA8CFCBD-80AF-B305-B251-DF2DD3C87483&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-e22a8b2e4510808bdcb6635ff1f2f3204915ebc5>



From: Vonderhaar, Ronald L. <RVonderhaar@cabq.gov>
Sent: Wednesday, January 30, 2019 9:21 AM
To: Alex Gonzalez <agonzalez@evgre.com>
Cc: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: RE: Impact Fee Estimate

Alex,

0000263

Here is the estimate for your restaurant. Please let me know if you need any further assistance.

CITY OF ALBUQUERQUE IMPACT FEES SUMMARY SHEET

PERMIT #:
RESTAURANT LANG NE EST

DATE: 1/30/2019

USE: COMMERCIAL/RETAIL/OFFICE

PARKS: \$0.00
AREA NE

OPEN SPACE: \$0.00

TRAILS: \$0.00

FIRE: \$915.00

POLICE \$397.50

ROADS: \$10,567.50
SQ FT 7500

DRAINAGE: \$5,716.48
AREA FNE
Imp Ac 1.12

TOTAL: \$17,596.48



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

0000264

From: Alex Gonzalez [<mailto:agonzalez@evgre.com>]
Sent: Wednesday, January 30, 2019 8:29 AM
To: Vonderhaar, Ronald L.
Subject: RE: Impact Fee Estimate

Morning Ronald:

Here is that info:

The permeable area of the property is 19,729 sq. ft. The property area is 68,509 sq. ft. making the permeable area is 28.8%

Alex Gonzalez | Director, Development

2390 East Camelback Road, Suite 410, Phoenix, Arizona 85016

Phone: 602.808.8600 | Direct: 602.567.7171

agonzalez@evgre.com | <https://ddei3-0->

[ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=A54191A7-80AE-8C05-895B-](https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=A54191A7-80AE-8C05-895B-)

[8A055776B2BE&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-ab4979b6b61bc486085835cb4ba2f3f9cbc23d52](https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=A54191A7-80AE-8C05-895B-8A055776B2BE&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-ab4979b6b61bc486085835cb4ba2f3f9cbc23d52)



From: Vonderhaar, Ronald L. <RVonderhaar@cabq.gov>
Sent: Tuesday, January 29, 2019 10:00 AM
To: Alex Gonzalez <agonzalez@evgre.com>
Subject: RE: Impact Fee Estimate

Alex,

I need the lot size and the sq. ft. of on-site landscaping. Then I can provide an estimate.



RONALD L. VONDERHAAR, MA, CZO

Impact Fees Coordinator

o 505-924-3984

e rvonderhaar@cabq.gov

cabq.gov/planning

From: Alex Gonzalez [<mailto:agonzalez@evgre.com>]
Sent: Tuesday, January 29, 2019 9:58 AM
To: Vonderhaar, Ronald L.
Cc: Alex Gonzalez
Subject: Impact Fee Estimate

Good morning Ron:

0000265

I am hoping that you can help me estimate the impact fees for a new restaurant development at the Titan Development center located in the Journal Center next to Cabela's.

This is the basic information- can you please tell me what else you might need to be able to estimate the fees?

- **Occupancy: A2**
- **Construction type: VB (fully sprinkled)**
- **Size: 7500SF**
- **Building costs (including site work): \$1.7M**

Thank you! -Alex

Alex Gonzalez | Director, Development

2390 East Camelback Road, Suite 410, Phoenix, Arizona 85016

Phone: 602.808.8600 | Direct: 602.567.7171

agonzalez@evgre.com | <https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=22B1CD94-809B-AC05-A108-F5750CEA6271&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-0590789928b162a11bcca6d4b642e84da0e52d72>

<https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=22B1CD94-809B-AC05-A108-F5750CEA6271&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-0590789928b162a11bcca6d4b642e84da0e52d72>



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Albuquerque Bernalillo County Water Utility Authority

UTILITY EXPANSION CHARGES (UEC) AS OF JULY 1, 2018

SERVICE SIZE	SERVICE	FULL PAYMENT	DOWN PAYMENT	TERMS	BALANCE TO FINANCE
3/4"	WATER	\$3,233	\$162	7% INTEREST FOR 10 YRS. AT \$35.66 PER MONTH	\$3,071
	SEWER	\$2,425	\$121	7% INTEREST FOR 10 YRS. AT \$26.76 PER MONTH	\$2,304
	METER	\$295	\$295	TOTAL PER MONTH	\$62.42
	TOTAL	\$5,953	\$578		
	WATER ONLY	\$3,528	\$457		

1"	WATER	\$5,388	\$269	7% INTEREST FOR 10 YRS. AT \$59.44 PER MONTH	\$5,119
	SEWER	\$4,041	\$202	7% INTEREST FOR 10 YRS. AT \$44.58 PER MONTH	\$3,839
	METER	\$355	\$355	TOTAL PER MONTH	\$104.02
	TOTAL	\$9,784	\$826		
	WATER ONLY	\$5,743	\$624		

1-1/2"	WATER	\$10,775	\$539	7% INTEREST FOR 10 YRS. AT \$118.85 PER MONTH	\$10,236
	SEWER	\$8,082	\$404	7% INTEREST FOR 10 YRS. AT \$89.15 PER MONTH	\$7,678
	METER	\$555	\$555	TOTAL PER MONTH	\$208.00
	TOTAL	\$19,412	\$1,498		
	WATER ONLY	\$11,330	\$1,094		

2"	WATER ✓	\$17,245	\$862	7% INTEREST FOR 10 YRS. AT \$190.23 PER MONTH	\$16,383
	SEWER ✓	\$12,930	\$646	7% INTEREST FOR 10 YRS. AT \$142.63 PER MONTH	\$12,284
	METER ✓	\$635	\$635	TOTAL PER MONTH	\$332.86
	TOTAL	\$30,810	\$2,143		
	WATER ONLY	\$17,880	\$1,497		

0000267

METER SIZES					
3/4"	- 1 SMALL	1 1/2"	- 3 MEDIUM	3"	- 5 LARGE
1"	- 2 SMALL	2"	- 4 MEDIUM	4"	- 6 LARGE
				6"	- 7 LARGE

Lori Romero

From: Loyd, Tony J.
Sent: Wednesday, January 30, 2019 10:38 AM
To: Vonderhaar, Ronald L.; Alex Gonzalez
Subject: Re: Impact Fee Estimate

Yes

Get [Outlook for Android](#)

On Wed, Jan 30, 2019 at 9:52 AM -0700, "Alex Gonzalez" <agonzalez@evgre.com> wrote:

I am not exaggerating when I tell you that is the FASTEST impact fee estimate I've received in 10 years. Thanks! You could teach California's cities a lot in this regard.

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0000268

From: Vonderhaar, Ronald L. <RVonderhaar@cabq.gov>
Sent: Wednesday, January 30, 2019 9:21 AM
To: Alex Gonzalez <agonzalez@evgre.com>
Cc: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: RE: Impact Fee Estimate

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CITY OF ALBUQUERQUE IMPACT FEES SUMMARY SHEET

PERMIT #:	RESTAURANT LANG NE EST
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USE:	COMMERCIAL/RETAIL/OFFICE
PARKS: AREA NE	\$0.00
OPEN SPACE:	\$0.00
TRAILS:	\$0.00
FIRE:	\$915.00
POLICE	\$397.50
ROADS: SQ FT 7500	\$10,567.50
DRAINAGE: AREA FNE Imp Ac 1.12	\$5,716.48
TOTAL:	\$17,596.48

0000269



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

From: Alex Gonzalez [mailto:agonzalez@evgre.com]
Sent: Wednesday, January 30, 2019 8:29 AM
To: Vonderhaar, Ronald L.
Subject: RE: Impact Fee Estimate

Morning Ronald:

Here is that info:

The permeable area of the property is 19,729 sq. ft. The property area is 68,509 sq. ft. making the permeable area is 28.8%

Alex Gonzalez | Director, Development
2390 East Camelback Road, Suite 410, Phoenix, Arizona 85016
Phone: 602.808.8600 | Direct: 602.567.7171
agonzalez@evgre.com | <https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=A54191A7-80AE-8C05-895B-8A055776B2BE&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-ab4979b6b61bc486085835cb4ba2f3f9cbc23d52>



From: Vonderhaar, Ronald L. <RVonderhaar@cabq.gov>
Sent: Tuesday, January 29, 2019 10:00 AM
To: Alex Gonzalez <agonzalez@evgre.com>
Subject: RE: Impact Fee Estimate

Alex,

I need the lot size and the sq. ft. of on-site landscaping. Then I can provide an estimate.

0000270



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

From: Alex Gonzalez [mailto:agonzalez@evgre.com]
Sent: Tuesday, January 29, 2019 9:58 AM
To: Vonderhaar, Ronald L.
Cc: Alex Gonzalez
Subject: Impact Fee Estimate

Good morning Ron:

I am hoping that you can help me estimate the impact fees for a new restaurant development at the Titan Development center located in the Journal Center next to Cabela's.

This is the basic information- can you please tell me what else you might need to be able to estimate the fees?

- ✍ Occupancy: A2
- ✍ Construction type: VB (fully sprinkled)
- ✍ Size: 7500SF
- ✍ Building costs (including site work): \$1.7M

Thank you! -Alex

Alex Gonzalez | Director, Development
2390 East Camelback Road, Suite 410, Phoenix, Arizona 85016
Phone: 602.808.8600 | Direct: 602.567.7171
agonzalez@evgre.com | <https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.evgre.com&umid=22B1CD94-809B-AC05-A108-F5750CEA6271&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-0590789928b162a11bcca6d4b642e84da0e52d72>



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This message has been analyzed by Deep Discovery Email Inspector.

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This message has been analyzed by Deep Discovery Email Inspector.

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This message has been analyzed by Deep Discovery Email Inspector.

0000271

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, January 31, 2019 4:45 PM
To: Biazar, Shahab
Cc: Cordero, Shannon D.
Subject: weekly status report

Hi Shahab,

Under DPM Executive Committee, number 1 is new and numbers 2 and 3 are on-going. Under Impact Fees, numbers 1 and 2 are new and numbers 3 through 13 are on-going. Any questions, let me know.

Tony

DPM Executive Committee

New:

1. Meeting with Environmental Health, Mikaela and Legal concerning a proposed request (landfill gas buffer area/mitigation) that may be submitted to the Committee by Environmental Health. The language currently resides in the IDO.

On-going:

2. Working with staff on edits to various Chapters and/or Sections (proposed Chapters 4, 6 and 7).
3. Cancelled future Committee meetings, pending the completion of third party reviews of the DPM by the City's Office of Equity and Inclusion and Tim Flynn-O'Brien.

Impact Fees

New:

1. Met with Scott Grady (SLG, LLC), Rex Wilson (Paul Allen Homes) and Four Hills Ranch Investments, LLC (by phone on a different day) concerning their requests for reimbursement of excess open space impact fee credits. The Attorney for Scott Grady and Rex Wilson will be submitting a letter on Friday concerning the delay in their requests. It will probably contain language related to contractual obligation and maybe the threat of litigation.
2. Met with Patrick Montoya (DMD), Kevin Sourisseau (DMD), Christine Ching (DMD) and Kevin Morrow (Legal) to discuss naming conventions for headings (encumbered and unencumbered) in the monthly Financial Status Report that is prepared by DMD. In addition, discussed the current accounting procedures for encumbering impact fee funds. It was decided that simply changing heading names would make no difference in the way the City encumbers any type of funds. It was also decided by DMD Fiscal to not change current accounting procedures. This would affect accounting City wide, not just impact fees. That said, it was reiterated that the only way to truly encumber any type of funds by traditional accounting methods, including impact fees, is by contractual obligation. DMD will be working on that.

On-going:

3. Working with Moss Adams (City contracted Auditors) concerning the "Agreed-Upon Procedures" related to the annual audit of the Impact Fees Program.
4. Daily assessments and collections and the application of impact fee credits as needed.

0000272

5. Titan Development will be obtaining building permits for new development located at 1101 Central Ave. NE (across from Presbyterian Hospital). The impact fees will be assessed at \$0.00 as the development is located within the Sycamore Metropolitan Redevelopment Area (MRA).
6. BBVA Compass Bank has submitted (December 13, 2018) a request for reimbursement for excess roadway impact fee credits.
7. Nazish, LLC has submitted (December 5, 2018) a request for reimbursement for excess NW drainage impact fee credits.
8. Fourhills Ranch Investments, LLC has submitted (November 9, 2018) a request for reimbursement of excess open space credits.
9. Rex Wilson with Paul Allen Homes has submitted (November 9, 2018) a request for reimbursement of excess open space credits.
10. Scott Grady has submitted (September 28, 2018) a request for reimbursement of excess drainage credits and excess open space credits.
11. Discussed road impact fee credits with Roy Solomon. This is related to the requirement, to construct Alameda Blvd. public infrastructure improvements as part of his proposed development adjacent to Alameda between San Pedro and Louisiana.
12. Discussed road impact fee credits with Adil Rizvi. This is related to Alameda Blvd. public infrastructure improvements.
13. Have been applying impact fee credits to various City projects. The credits are those obtained, through Legal Agreement, from Bob Keeran.

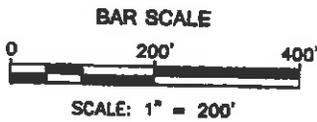
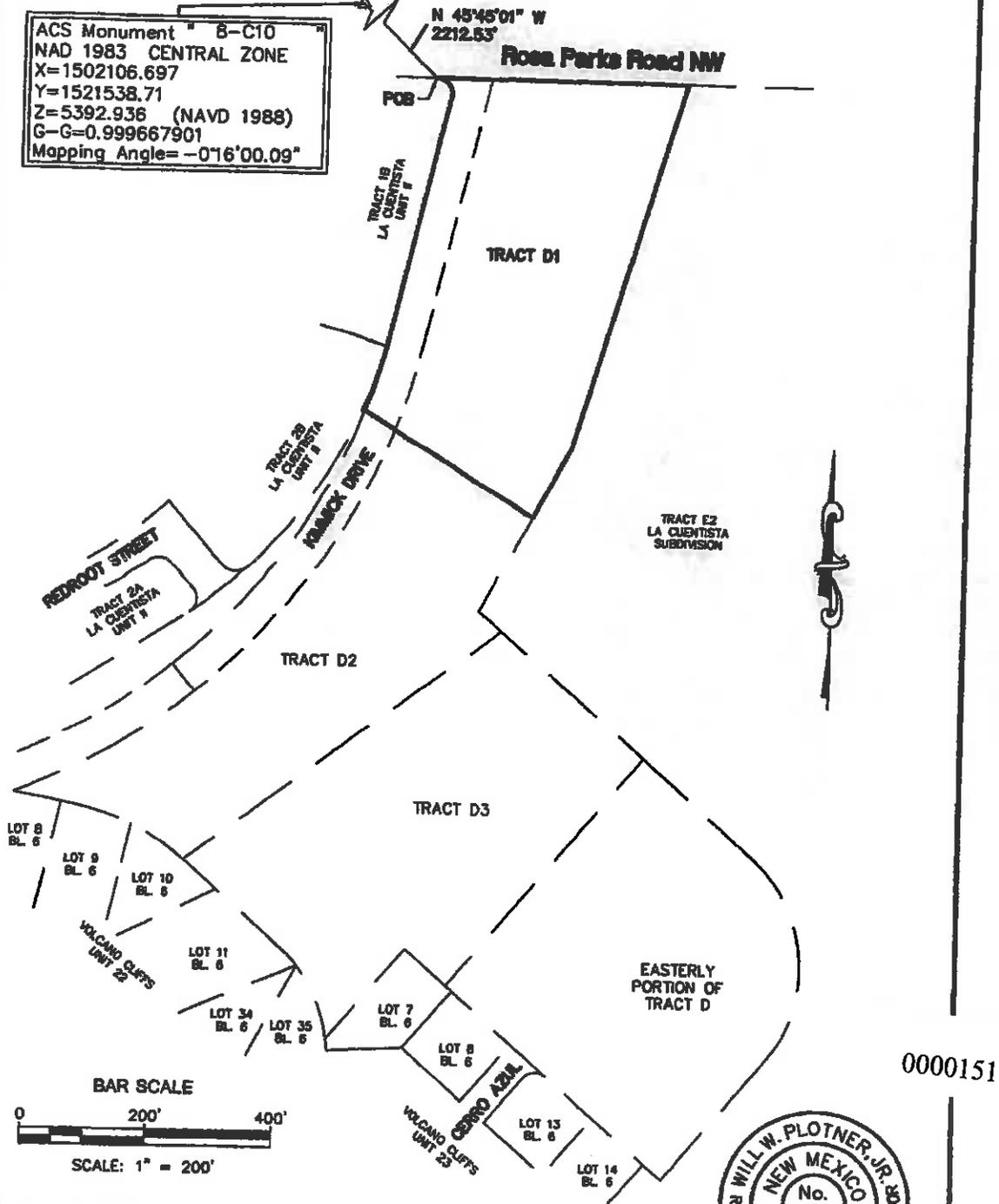


TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000273

Exhibit for
Tract D1
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument "B-C10"
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244



Exhibit for
Tract E-1-D
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico

Legal Description **June 2017**

A SOUTHWESTERLY PORTION OF TRACT LETTERED "E-1", OF LA CUENTISTA SUBDIVISION, (A REPLAT OF TRACT E OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION), WITHIN SECTIONS 14 & 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 4, 2009, IN PLAT BOOK 2009C, PAGE 137, AS DOC. NO. 2009100835, HEREIN DESCRIBED TRACT KNOWN AS TRACT E-1-D.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT "8-C10", THE FOLLOWING FIVE COURSES:

COINCIDING WITH SAID WESTERLY BOUNDARY OF SAID TRACT E-1, N 31°46'56" W, A DISTANCE OF 10.83 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 07°53'56" W, A DISTANCE OF 555.04 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 82°56'04" E, A DISTANCE OF 125.01 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 04°09'56" W, A DISTANCE OF 325.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT E-1, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A PK NAIL WITH CAP "LS 14271";

N 53°30'18" W, A DISTANCE OF 2600.61 FEET;

THENCE, FROM SAID POINT OF BEGINNING AND TRAVERSING SAID TRACT E-1, THE FOLLOWING TWO COURSES:

N 75°33'10" E, A DISTANCE OF 677.32 FEET TO THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 46°54'59" E, A DISTANCE OF 580.98 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, COINCIDING WITH SOUTHERLY BOUNDARY OF SAID TRACT E-1, THE FOLLOWING FOUR COURSES:

S 68°26'24" W, A DISTANCE OF 155.53 FEET, TO A POINT MARKED WITH A 1/2" REBAR WITH CAP "LS 15268";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/28/17
Will Plotner Jr. Date
N.M.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



0000153

Sheet 1 of 4
110337C

Exhibit for
Tract E-1-D
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

S 58°08'57" W, A DISTANCE OF 273.00 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 40°09'37" W, A DISTANCE OF 195.33 FEET, TO A POINT MARKED WITH A 1/2" REBAR WITH CAP "LS 15268", ALSO BEING THE MOST SOUTHERLY CORNER OF SAID TRACT E-1;

N 71°27'56" W, A DISTANCE OF 292.02 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 31°46'56" W, A DISTANCE OF 571.21 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.2526 ACRES (446,605 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015 AND IN MARCH 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT E-1 OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Line Table		
Line #	Direction	Length (ft)
L10	S 40°09'37" W (S 40°10'00" W)	195.33' (195.33')
L11	N 82°56'04" E (N 82°56'00" E)	125.01' (125.00')
L13	N 53°30'18" W	2600.61'

0000154

CARTESIAN SURVEYS INC.

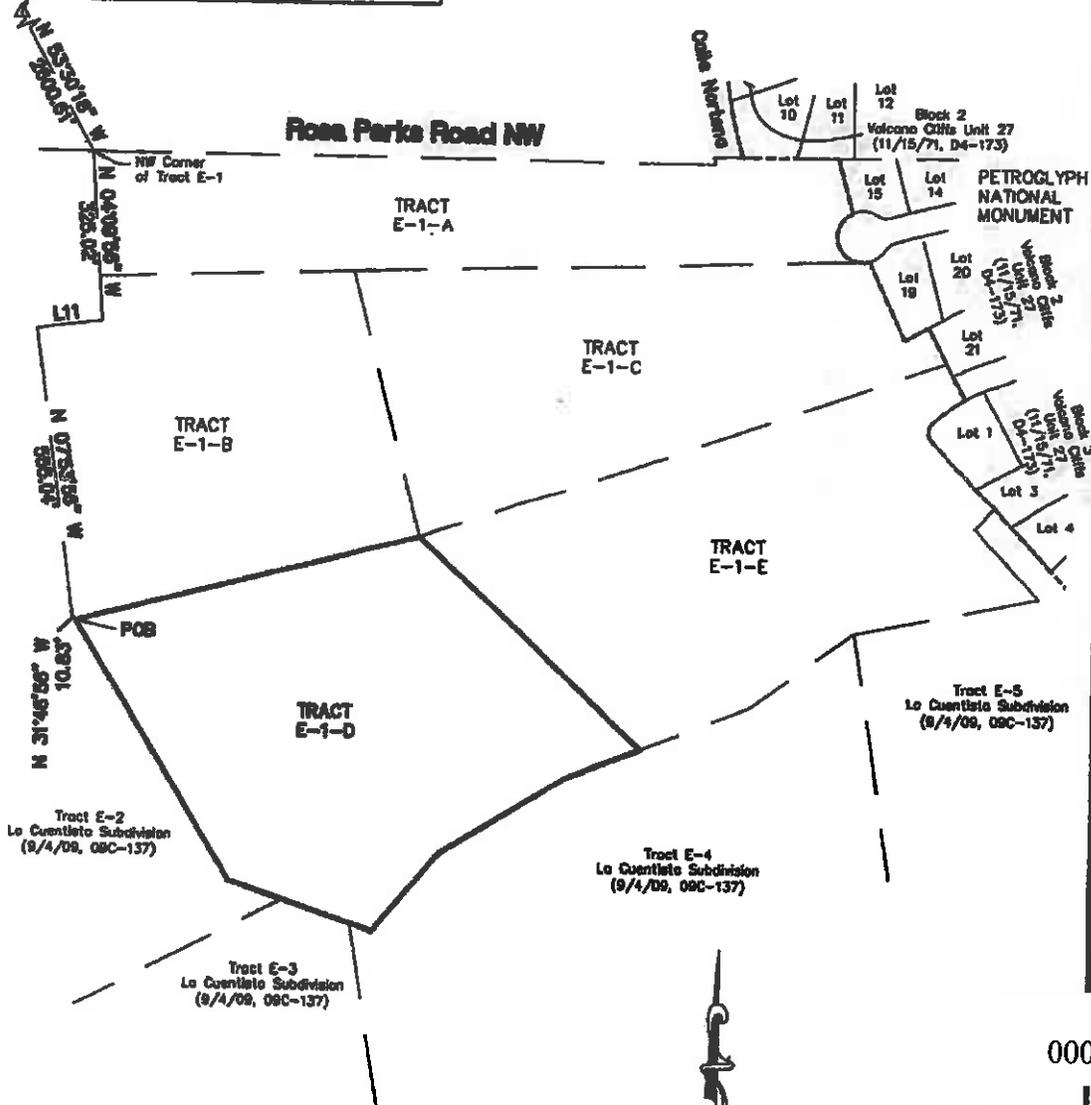
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 Phone (505) 896-3050 Fax (505) 891-0244



Sheet 2 of 4
 110337C

Exhibit for
Tract E-1-D
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument # 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-C=0.999667901
 Mapping Angle=-0°16'00.09"



CARTESIAN SURVEYS INC.
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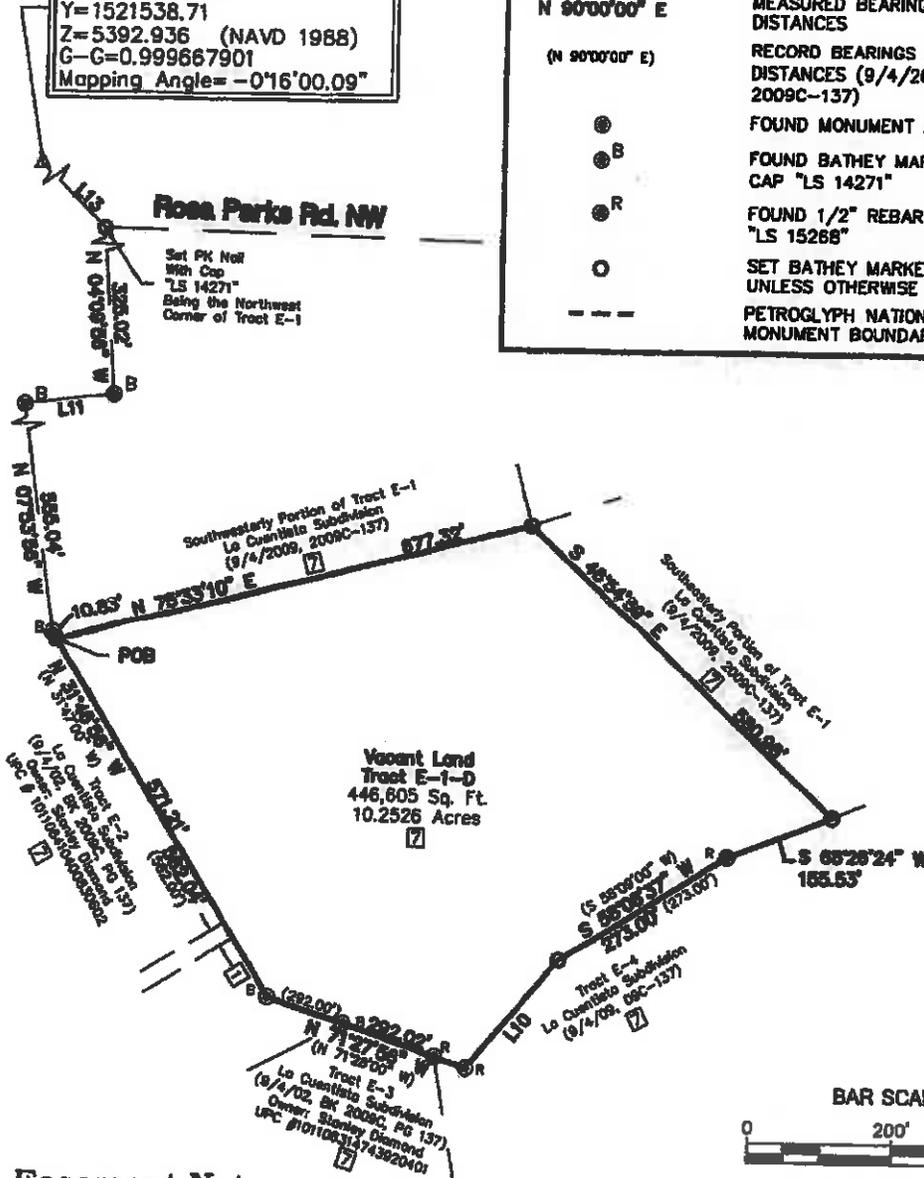


Exhibit for
Tract E-1-D
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (9/4/2009, 2009C-137)
●	FOUND MONUMENT AS INDICATED
● ^B	FOUND BATHEY MARKER WITH CAP "LS 14271"
● ^R	FOUND 1/2" REBAR WITH CAP "LS 15268"
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
---	PETROGLYPH NATIONAL MONUMENT BOUNDARY



Easement Notes

- 1 EXISTING 25' PUBLIC STORM DRAINAGE EASEMENT (9/4/09, BK 09C, PG 137)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)

0000156

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Exhibit for
Tract E-1-C
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description

A EASTERLY PORTION OF TRACT LETTERED "E-1", OF LA CUENTISTA SUBDIVISION, (A REPLAT OF TRACT E OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION), WITHIN SECTIONS 14 & 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 4, 2009, IN PLAT BOOK 2009C, PAGE 137, AS DOC. NO. 2009100835, HEREIN DESCRIBED TRACT KNOWN AS TRACT E-1-C.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT "8-C10", THE FOLLOWING THREE COURSES:

TRAVERSING SAID TRACT E-1, S 88°02'15" W, A DISTANCE OF 485.69 FEET TO A POINT ON THE WEST LINE OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 04°09'56" W, A DISTANCE OF 239.95 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A BATHEY MARKER WITH CAP, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT E-1;

N 53°30'18" W, A DISTANCE OF 2600.61 FEET;

THENCE, FROM SAID POINT OF BEGINNING AND TRAVERSING SAID TRACT E-1, N 88°02'15" E, A DISTANCE OF 964.11 FEET, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", BEING A POINT ON A CURVE;

THENCE, 19.30 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 49.99, A DELTA OF 22°07'12", AND A CHORD BEARING N 85°41'07" E, A DISTANCE OF 19.18 FEET TO A POINT MARKED WITH A 5/8" REBAR, ALSO BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, COINCIDING WITH SAID EAST BOUNDARY OF SAID TRACT E-1, THE FOLLOWING THREE COURSES:

S 25°03'07" E, A DISTANCE OF 164.17 FEET TO A POINT MARKED WITH A BRASS CAP ILLEGIBLE;

N 61°30'51" E, A DISTANCE OF 52.33 FEET TO A POINT MARKED WITH A BRASS CAP "T11N/R2E S-AP-PNM";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

0000157

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner 6/28/17

Will Plotner Jr. Date
I.M.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



Sheet 1 of 4

Exhibit for
Tract E-1-C
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

S 28°23'08" E, A DISTANCE OF 76.68 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, TRAVERSING SAID TRACT E-1, THE FOLLOWING TWO COURSES:

S 70°42'19" W, A DISTANCE OF 1059.54 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 14°52'20" W, A DISTANCE OF 524.44 FEET, TO THE POINT OF BEGINNING, CONTAINING 8.5064 ACRES (370,540 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015 AND IN MARCH 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT E-1 OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Line Table		
Line #	Direction	Length (ft)
L2	S 25°03'07" E (S 25°03'07" E)	164.17' (164.17')
L3	N 61°30'51" E (N 61°30'51" E)	52.33' (52.33')
L4	S 28°23'08" E (S 28°23'08" E)	76.68'
L5	S 28°23'08" E (S 28°23'08" E)	76.68'
L6	S 28°23'08" E (S 28°23'08" E)	153.36' (153.36')
L13	N 53°30'18" W	2600.61'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C2	129.50'	49.99' (49.99')	148°25'37"	96.21'	S 09°02'29" E
C3	19.30'	49.99' (49.99')	22°07'12"	19.18'	N 85°41'07" E
C4	148.80' (148.37')	49.99' (49.99')	170°32'49"	99.64'	S 20°06'05" E
C5	76.86' (76.87')	328.73' (328.73')	13°21'23"	76.69'	S 53°48'11" W

0000158

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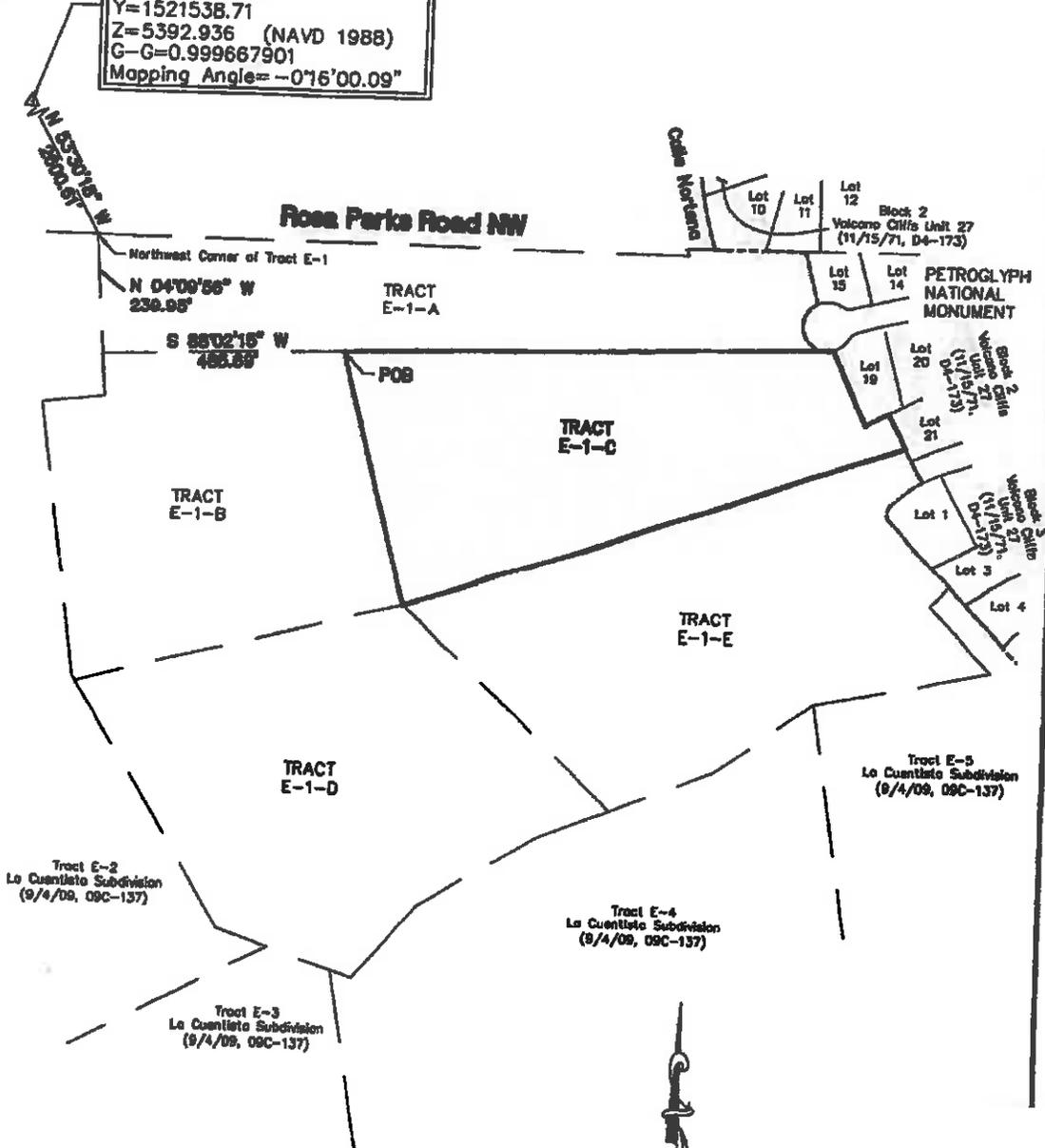
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 Phone (505) 896-3050 Fax (505) 891-0244



Sheet 2 of 4
 110337C

Exhibit for
Tract E-1-C
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



0000159

CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244

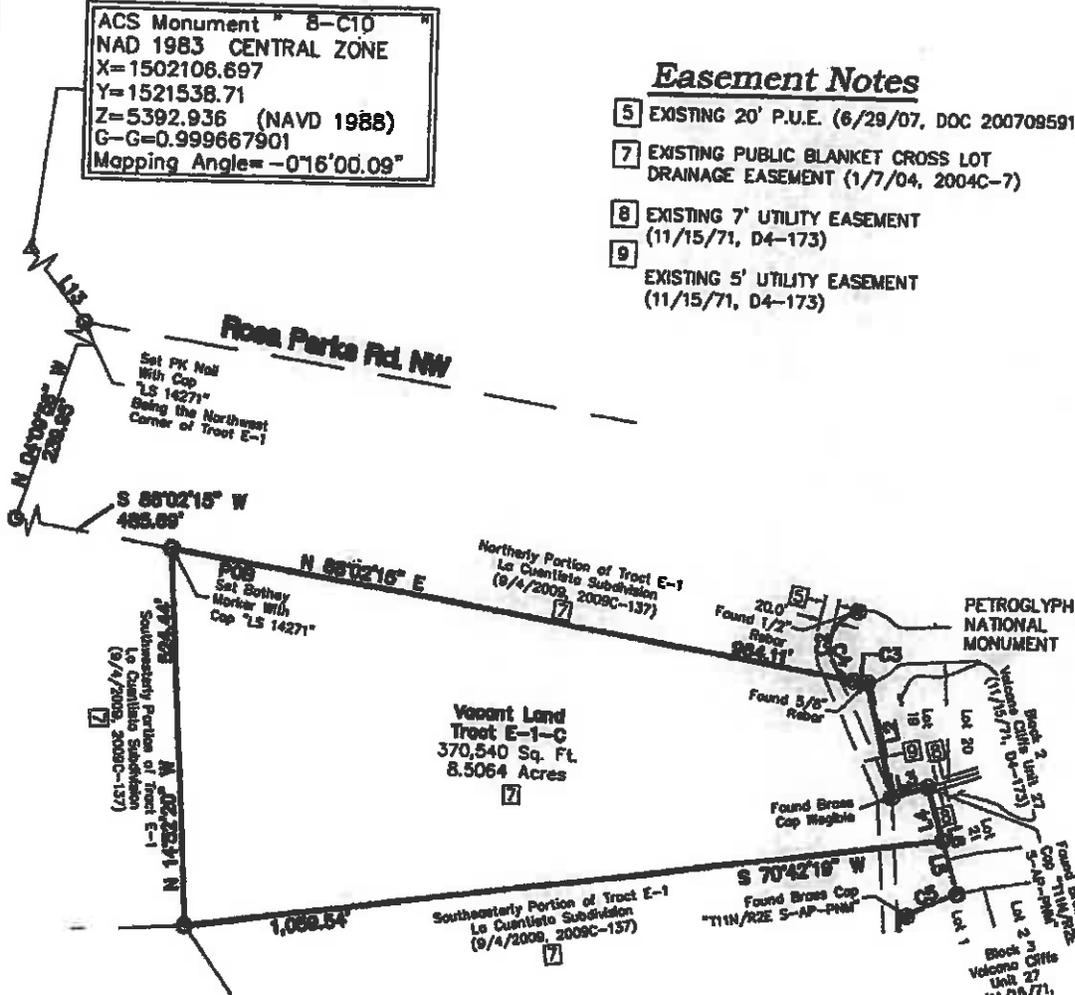


Exhibit for
Tract E-1-C
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10"
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"

Easement Notes

- 5 EXISTING 20' P.U.E. (6/29/07, DOC 2007085913)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 8 EXISTING 7' UTILITY EASEMENT (11/15/71, D4-173)
- 9 EXISTING 5' UTILITY EASEMENT (11/15/71, D4-173)



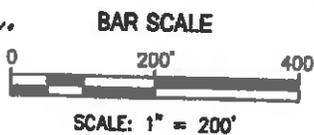
Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (9/4/2009, 2009C-137)
●	FOUND MONUMENT AS INDICATED
● B	FOUND BATHEY MARKER WITH CAP "LS 14271"
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
---	PETROGLYPH NATIONAL MONUMENT BOUNDARY



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Sheet 4 of 4
 11/13/17

0000160

Exhibit for
Tract E-1-B
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico

Legal Description **June 2017**

A WESTERLY PORTION OF TRACT LETTERED "E-1", OF LA CUENTISTA SUBDIVISION, (A REPLAT OF TRACT E OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION), WITHIN SECTIONS 14 & 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 4, 2009, IN PLAT BOOK 2009C, PAGE 137, AS DOC. NO. 2009100835, HEREIN DESCRIBED TRACT KNOWN AS TRACT E-1-B.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT "8-C10", THE FOLLOWING TWO COURSES:

COINCIDING WITH SAID WEST BOUNDARY OF SAID TRACT E-1, N 04°09'56" W, A DISTANCE OF 239.95 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A BATHEY MARKER WITH CAP, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT E-1;

N 53°30'18" W, A DISTANCE OF 2600.61 FEET;

THENCE, FROM SAID POINT OF BEGINNING, AND TRAVERSING SAID TRACT E-1 THE FOLLOWING THREE COURSES:

N 88°02'15" E, A DISTANCE OF 485.69 FEET, TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 14°52'20" E, A DISTANCE OF 524.44 FEET, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 75°33'10" W, A DISTANCE OF 677.32 FEET, TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", ALSO BEING A POINT ON THE WEST LINE OF SAID TRACT E-1;

THENCE, COINCIDING WITH SAID WEST BOUNDARY OF TRACT E-1 THE FOLLOWING FOUR COURSES:

N 31°46'56" W, A DISTANCE OF 10.83 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 07°53'56" W, A DISTANCE OF 555.04 FEET, TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/28/17
Will Plotner Jr. Date
N.M.R.P.S. No. 14271

0000161

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244



Sheet 1 of 4
110737C

Exhibit for
Tract E-1-B
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

N 82°56'04" E, A DISTANCE OF 125.01 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 04°09'56" W, A DISTANCE OF 85.08 FEET, TO THE POINT OF BEGINNING, CONTAINING 8.5000 ACRES (370,258 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015 AND IN MARCH 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT E-1 OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Line Table				
Line #	Direction		Length (ft)	
L11	N 82°56'04" E	(N 82°56'00" E)	125.01'	(125.00')
L12	N 89°40'42" W	(N 89°40'55" W)	103.00'	(103.00')
L13	N 53°30'18" W		2600.61'	

Easement Notes

- EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)

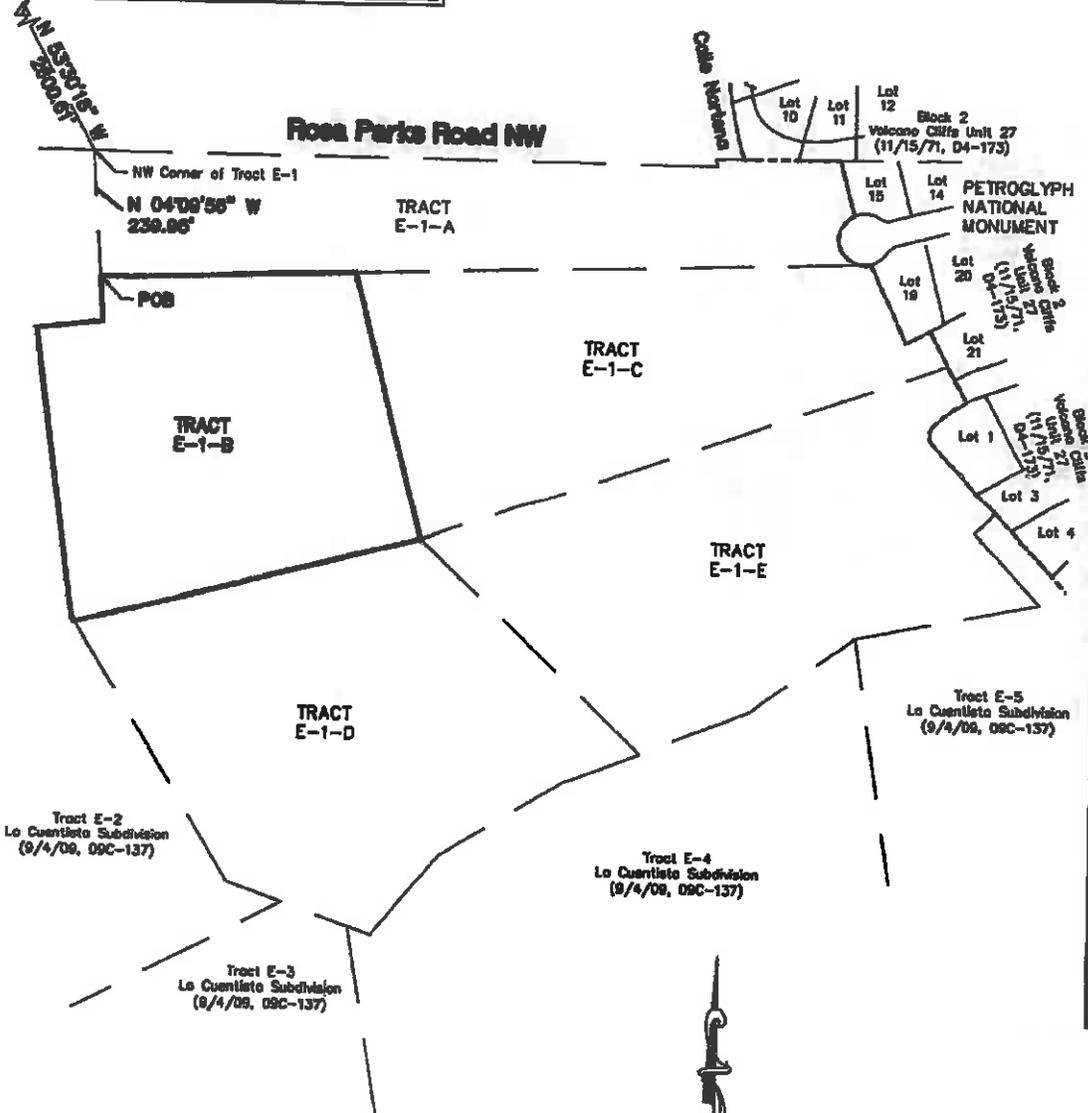
0000162

CARTESIAN SURVEYS INC.
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Exhibit for
Tract E-1-B
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



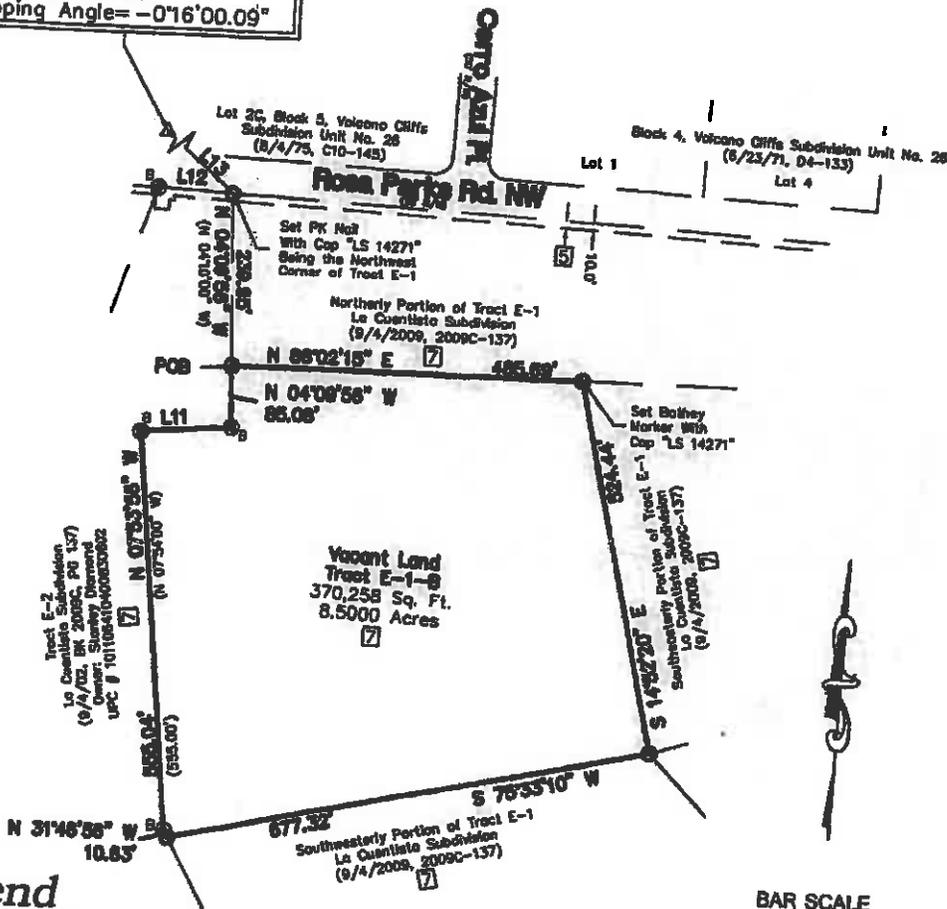
0000163

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 Phone (505) 896-3050 Fax (505) 891-0244



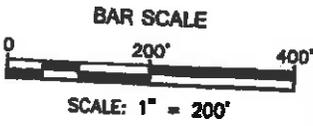
Exhibit for
Tract E-1-B
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10"
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES. (9/4/2009, 2009C-137)
●	FOUND MONUMENT AS INDICATED
● ^B	FOUND BATHEY MARKER WITH CAP "LS 14271"
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
---	PETROGLYPH NATIONAL MONUMENT BOUNDARY



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
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0000164

Exhibit for
Tract D2
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description

A SOUTHWESTERLY PORTION OF TRACT "D", OF TRACTS "A" THROUGH "E", BULK LAND PLAT OF LA CUENTISTA SUBDIVISION (THE "BULK PLAT") WITHIN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON SAID PLAT FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 9, 2003 IN PLAT BOOK 2003C, PAGE 368 AND RE-RECORDED ON JANUARY 7, 2004, IN BOOK 2004C, PAGE 7, HEREIN DESCRIBED TRACT KNOWN AS TRACT D2.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT THE FOLLOWING FOUR COURSES:

129.62 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 972.00, A DELTA OF 07°38'27", AND A CHORD BEARING N 16°45'44" E, A DISTANCE OF 129.53 FEET TO A POINT OF TANGENCY, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

N 12°56'31" E, A DISTANCE OF 386.90 FEET TO A POINT OF CURVATURE, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

44.78 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00, A DELTA OF 102°37'42", AND A CHORD BEARING N 38°22'20" W, A DISTANCE OF 39.03 FEET, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A CHISELED "X" IN GUTTER PAN, BEING THE NORTHWEST CORNER OF TRACT D;

N 45°45'01" W, A DISTANCE OF 2212.53 FEET;

THENCE, FROM THE POINT OF BEGINNING, S 58°46'17" E, A DISTANCE OF 316.91 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 28°05'13" W, A DISTANCE OF 173.34 FEET, TO A POINT MARKED WITH A 1/2" REBAR WITH CAP "LS 14733";

THENCE, S 49°36'33" E, A DISTANCE OF 49.10 FEET TO THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 53°12'30" W, A DISTANCE OF 620.33 FEET TO THE MOST SOUTHERLY POINT OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS14271";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr.

Will Plotner Jr.
M.R.P.S. No. 14271

6/28/17

Date



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244

Sheet 1 of 5

0000165

Exhibit for
Tract D2
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

THENCE, 195.43 FEET ALONG A CURVE TO THE LEFT, NON-TANGENT FROM PREVIOUS COURSE, HAVING RADIUS OF 373.97 FEET, A DELTA OF 29°56'30", AND A CHORD BEARING N 64°33'20" W, A DISTANCE OF 193.21 FEET, TO A POINT OF TANGENCY, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271"

THENCE, N 79°31'35" W, A DISTANCE OF 100.89 FEET, TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A 1/2" REBAR WITH CAP "LS 14733", ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT D;

THENCE, N 67°33'45" E, A DISTANCE OF 28.20 FEET, TO A POINT OF CURVATURE MARKED WITH A BENT BATHEY MARKER;

THENCE, 301.78 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS OF 1028.00, A DELTA OF 16°49'11", AND A CHORD BEARING N 59°09'10" E, A DISTANCE OF 300.70 FEET TO AN ANGLE POINT MARKED WITH A 1/2" REBAR WITH CAP ILLEGIBLE;

THENCE, N 39°15'25" W, A DISTANCE OF 56.00 FEET, TO A POINT MARKED WITH A PK NAIL WITH CAP "LS 14271";

THENCE, 511.66 FEET ALONG A CURVE, NON-TANGENT FROM PREVIOUS COURSE, HAVING A RADIUS OF 972.00, A DELTA OF 30°09'37", AND A CHORD BEARING N 35°39'46" E, A DISTANCE OF 505.77 FEET, TO THE POINT OF BEGINNING, CONTAINING 5.0000 ACRES (217,800 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT D OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244

0000166

Sheet 2 of 5

1107770

Exhibit for
Tract D2
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Line Table		
Line #	Direction	Length (ft)
L1	N 79°31'35" W (N 79°32'38" W)	100.89' (100.89')
L2	N 67°33'45" E	28.20'
L3	N 39°15'25" W (N 39°14'50" W)	56.00' (56.00')
L5	S 49°36'33" E (S 49°36'08" E)	49.10'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	129.62'	972.00' (972.00')	7°38'27"	129.53'	N 16°45'44" E
C3	195.43' (195.43')	373.97' (373.97')	29°56'30"	193.21'	N 64°33'20" W
C4	301.78' (296.02')	1028.00' (1028.00')	16°49'11"	300.70'	N 59°09'10" E
C5	511.66'	972.00' (972.00')	30°09'37"	505.77'	N 35°39'46" E
C6	44.78' (44.78')	25.00' (25.00')	102°37'42"	39.03'	N 38°22'20" W

Easement Notes

- 3** EXISTING 10' P.U.E. (8/17/06, BK A122, PG 4038)
 EASEMENT RIGHTS QUIT CLAIMED BY PNM (7/9/07, BK DOC 2007098243)
 EASEMENT RIGHTS QUIT CLAIMED BY QWEST (4/2/08, BK DOC 2008037353)
 EASEMENT RIGHTS QUIT CLAIMED BY COMCAST (4/8/08, BK DOC 2008039465)
- 4** EXISTING 50' PUBLIC WATER, DRAINAGE, SANITARY SEWER, ACCESS AND
 MAINTENANCE EASEMENT (1/7/04, 2004C-7)
- 7** EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 8** EXISTING 56' PUBLIC DRAINAGE, PUBLIC WATER, PUBLIC SEWER, PUBLIC ACCESS
 AND PUBLIC MAINTENANCE EASEMENT (1/7/04, 2004C-7)
- 9** EXISTING 32' PUBLIC STORM DRAINAGE EASEMENT (8/17/2006, A122-3862)

Legend

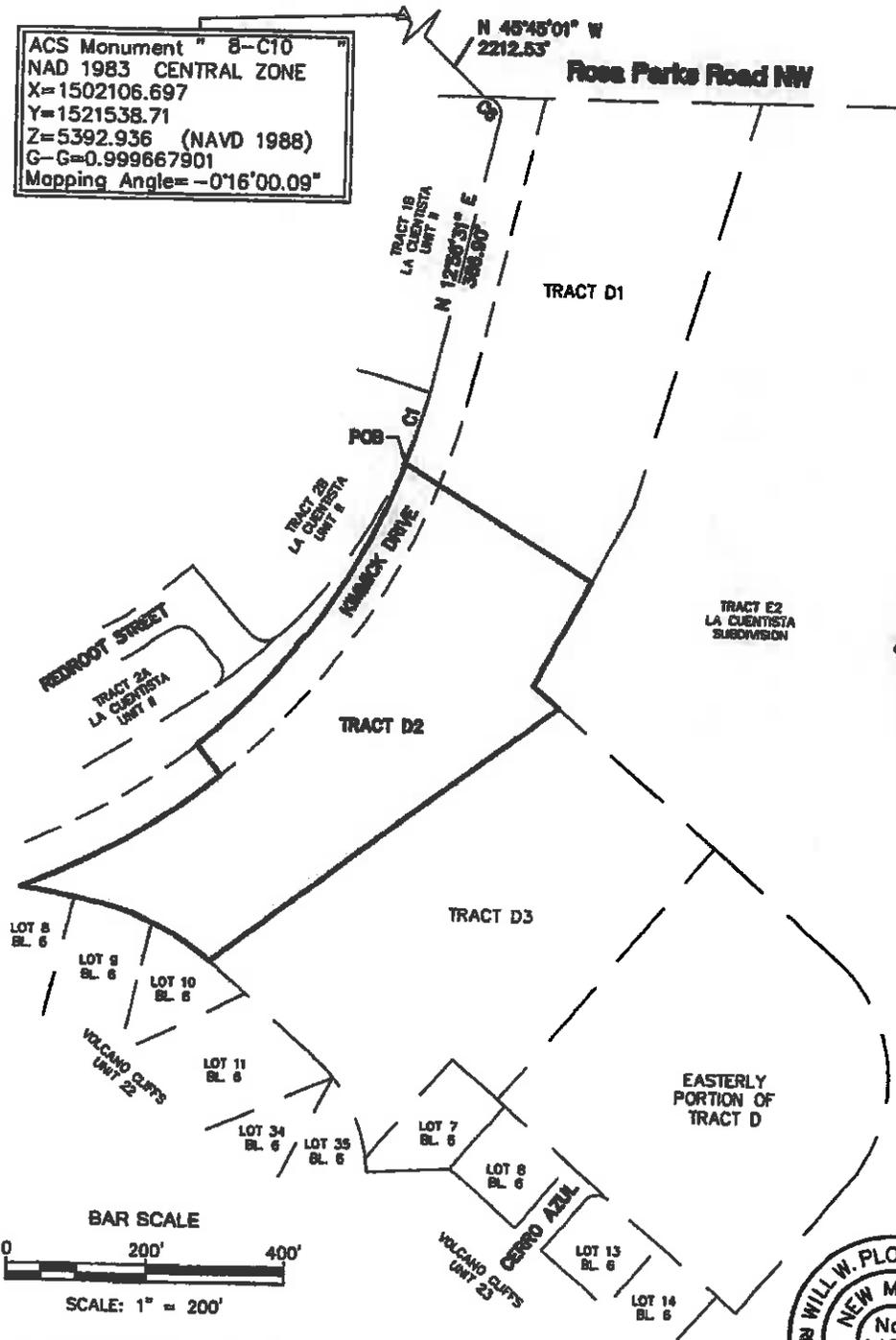
N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (1/7/2004, 2004C-7)
●	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED

CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Exhibit for
Tract D2
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



0000168

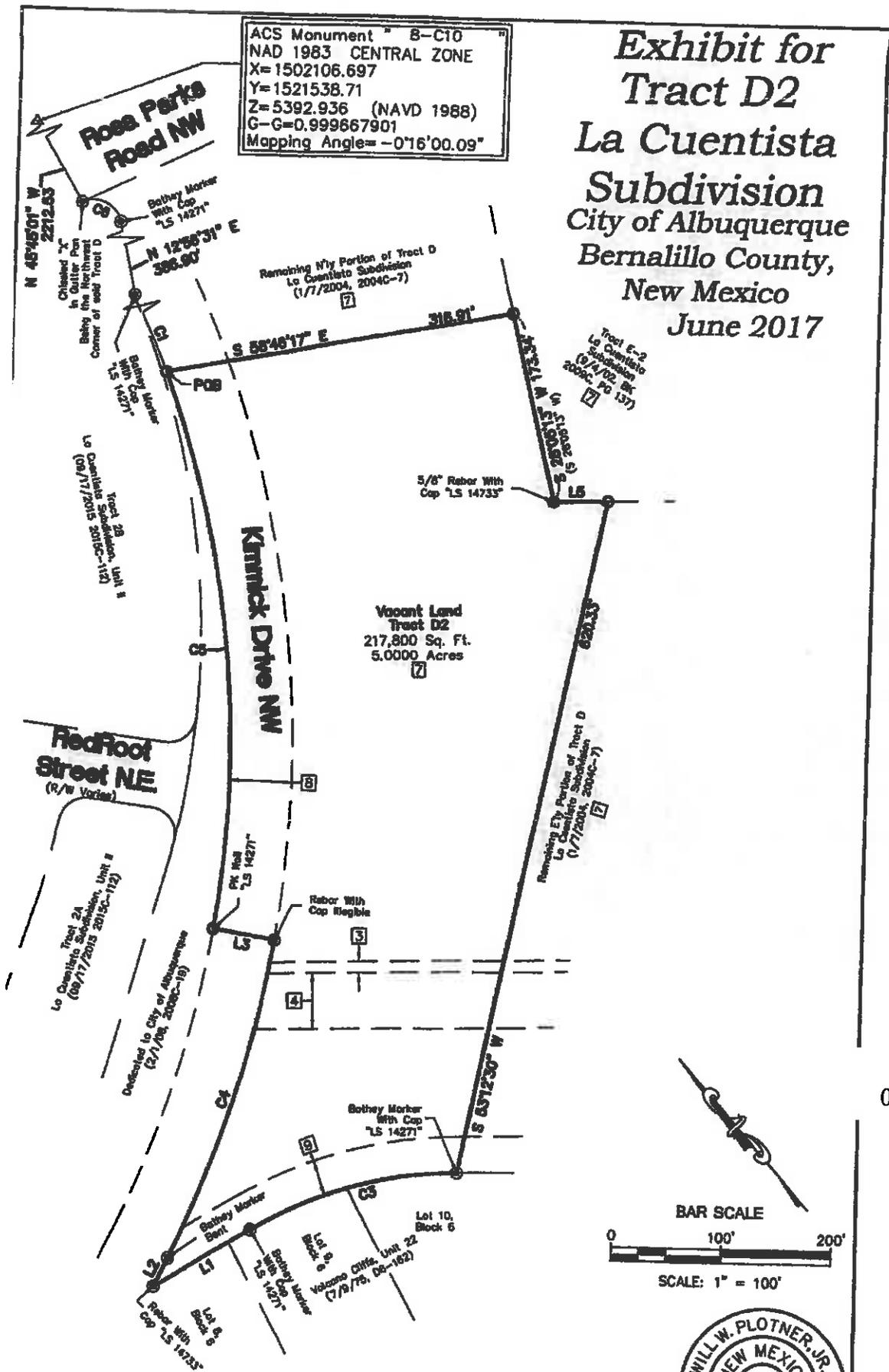
CARTESIAN SURVEYS INC.

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 Phone (505) 896-3050 Fax (505) 891-0244



**Exhibit for
Tract D2
La Cuentista
Subdivision
City of Albuquerque
Bernalillo County,
New Mexico
June 2017**

ACS Monument " 8-C10
NAD 1983 CENTRAL ZONE
X=1502106.697
Y=1521538.71
Z=5392.936 (NAVD 1988)
G-G=0.999667901
Mapping Angle=-0°16'00.09"



0000169

CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
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Sheet 5 of 5
11033720

Exhibit for
Tract D3
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description

A EASTERLY PORTION OF TRACT "D", OF TRACTS "A" THROUGH "E", BULK LAND PLAT OF LA CUENTISTA SUBDIVISION (THE "BULK PLAT") WITHIN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON SAID PLAT FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 9, 2003 IN PLAT BOOK 2003C, PAGE 368 AND RE-RECORDED ON JANUARY 7, 2004, IN BOOK 2004C, PAGE 7, HEREIN DESCRIBED TRACT KNOWN AS TRACT D3.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT "B-C10" THE FOLLOWING FIVE COURSES:

N 49°36'33" W, A DISTANCE OF 49.10 FEET TO A POINT MARKED WITH A 5/8" REBAR WITH CAP "LS 14733";

N 28°05'13" E, A DISTANCE OF 298.96 FEET TO A POINT MARKED WITH A 5/8" REBAR WITH CAP "LS 14733";

N 16°28'51" E, A DISTANCE OF 607.89 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS NW, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", ALSO BEING THE NORTHEAST CORNER OF SAID TRACT D;

COINCIDING WITH THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS NW, N 89°40'42" W, A DISTANCE OF 402.81 FEET, TO A POINT MARKED WITH A CHISELED "X" IN GUTTER PAN, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT D;

N 45°45'01" W, A DISTANCE OF 2212.53 FEET;

THENCE, FROM SAID POINT OF BEGINNING, S 49°36'33" E, A DISTANCE OF 305.01 FEET TO THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";.

THENCE, S 40°24'02" W, A DISTANCE OF 475.32 FEET TO THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 49°35'38" W, A DISTANCE OF 86.36 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 40°23'43" W, A DISTANCE OF 188.86 FEET TO A POINT ON A CURVE, MARKED WITH A 1/2" REBAR WITH CAP "LS 7430";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/23/17

Will Plotner Jr. Date
I.M.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
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0000170

Exhibit for
Tract D3
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

THENCE, 168.68 FEET ALONG A CURVE TO THE LEFT, NON-TANGENT FROM THE PREVIOUS COURSE, HAVING A RADIUS OF 229.96, A DELTA OF 42°01'40", AND A CHORD BEARING N 28°34'15" W, A DISTANCE OF 164.92 FEET, MARKED WITH A 5/8" REBAR;

THENCE, N 49°35'05" W, A DISTANCE OF 202.23 FEET TO THE MOST WESTERLY POINT OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 53°12'30" E, A DISTANCE OF 620.33 FEET TO THE POINT OF BEGINNING, CONTAINING 5.0000 ACRES (217,780 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT D OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Easement Notes

- 3 EXISTING 10' P.U.E. (8/17/06, BK A122, PG 4038)
 EASEMENT RIGHTS QUIT CLAIMED BY PNM (7/9/07, BK DOC 2007098243)
 EASEMENT RIGHTS QUIT CLAIMED BY QWEST (4/2/08, BK DOC 2008037353)
 EASEMENT RIGHTS QUIT CLAIMED BY COMCAST (4/8/08, BK DOC 2008039465)
- 4 EXISTING 50' PUBLIC WATER, DRAINAGE, SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (1/7/04, 2004C-7)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 9 EXISTING 32' PUBLIC STORM DRAINAGE EASEMENT (8/17/2006, A122-3862)

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (1/7/2004, 2004C-7)
●	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
-----	PETROGLYPH NATIONAL MONUMENT BOUNDARY

CARTESIAN SURVEYS INC.

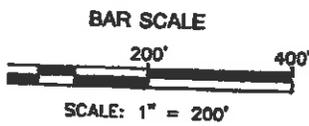
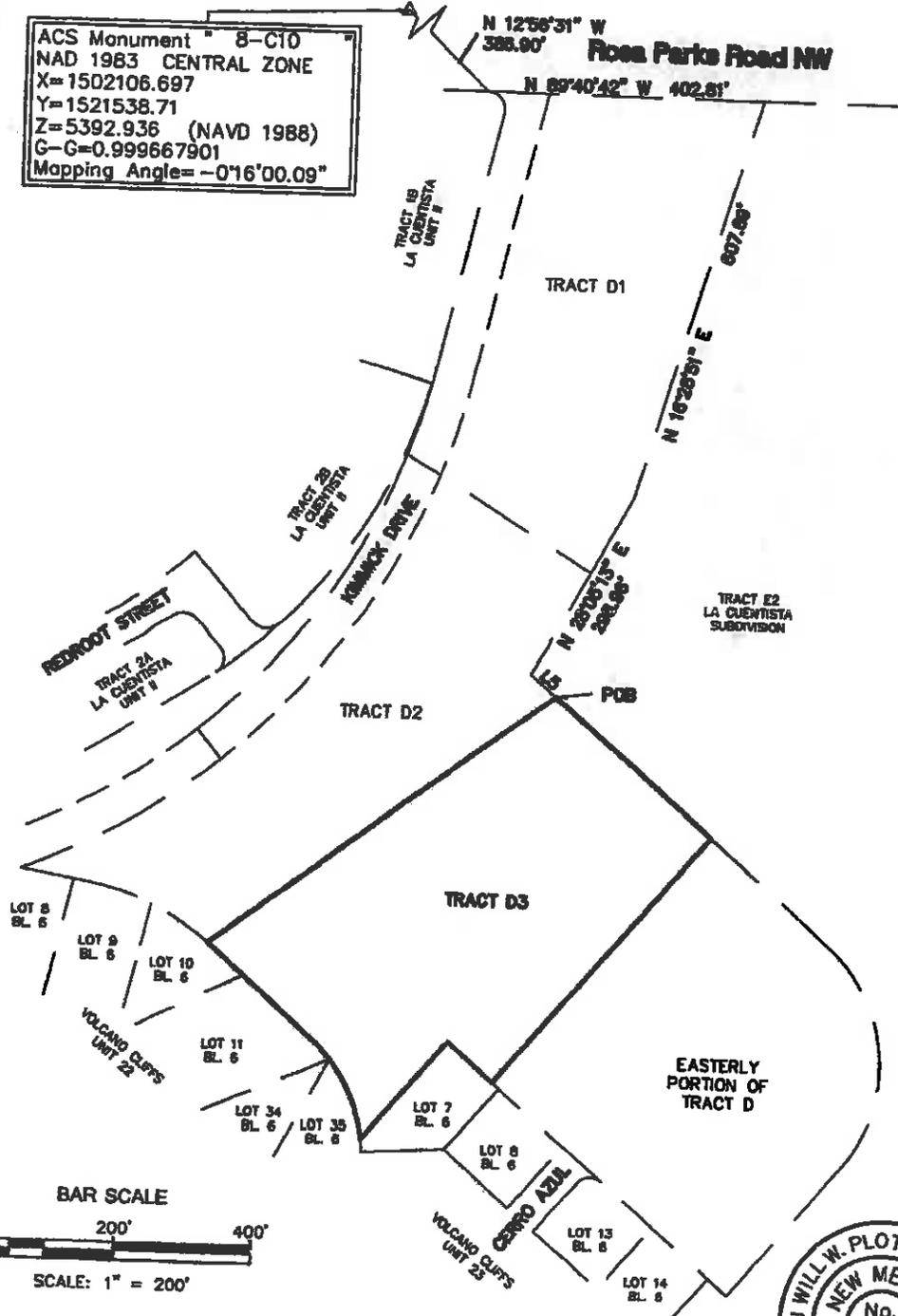
P.O. BOX 44414 RIO RANCHO, N.M. 87174
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0000171

Exhibit for
Tract D3
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



CARTESIAN SURVEYS INC.

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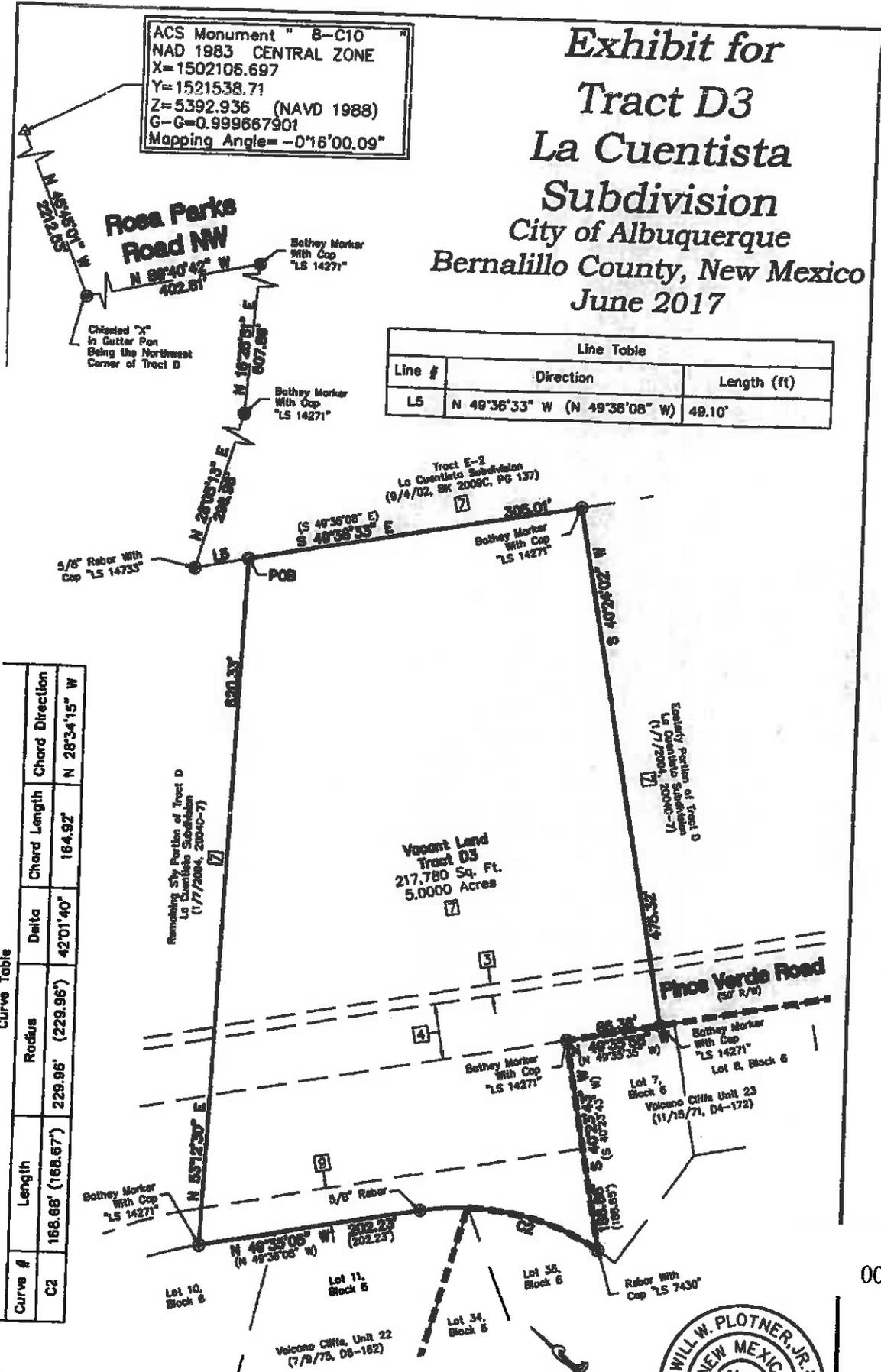
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Exhibit for Tract D3 La Cuentista Subdivision City of Albuquerque Bernalillo County, New Mexico June 2017

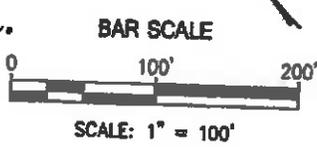
ACS Monument "B-C10"
NAD 1983 CENTRAL ZONE
X=1502106.697
Y=1521538.71
Z=5392.936 (NAVD 1988)
G-G=0.999667901
Mapping Angle=-0°16'00.09"

Line Table		
Line #	Direction	Length (ft)
L5	N 49°38'33" W (N 49°38'08" W)	49.10'

Curve Table				
Curve #	Length	Radius	Delta	Chord Length Chord Direction
C2	168.68' (168.67')	229.96' (229.96')	42°01'40"	164.92' N 28°34'15" W



CARTESIAN SURVEYS INC.
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0000173

Exhibit for
Tract E-1-A
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description

A NORTHERLY PORTION OF TRACT LETTERED "E-1", OF LA CUENTISTA SUBDIVISION, (A REPLAT OF TRACT E OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION), WITHIN SECTIONS 14 & 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 4, 2009, IN PLAT BOOK 2009C, PAGE 137, AS DOC. NO. 2009100835, HEREIN DESCRIBED TRACT KNOWN AS TRACT E-1-A.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A PK NAIL WITH CAP "LS 14271", ALSO BEING THE NORTHWEST CORNER OF SAID TRACT E-1, WHENCE A TIE TO ACS MONUMENT "8-C10", BEARING N 53°30'18" W, A DISTANCE OF 2600.61 FEET;

THENCE, FROM SAID POINT OF BEGINNING, COINCIDING WITH SAID SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, THE FOLLOWING TWO COURSES:

S 89°40'42" E, A DISTANCE OF 1186.49 FEET TO A POINT ON A CURVE, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

14.25 ALONG A CURVE TO THE RIGHT, NON-TANGENT FROM PREVIOUS COURSE, HAVING A RADIUS OF 975.27', A DELTA OF 00°50'14", AND A CHORD BEARING N 16°41'24" W, A DISTANCE OF 14.25 FEET TO AN ANGLE POINT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

(CONTINUED ON SHEET TWO)

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015 AND IN MARCH 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT E-1 OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Surveyor's Certificate

WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/28/17
Will Plotner Jr. Date
M.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244



Exhibit for
Tract E-1-A
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

THENCE, N 89°25'33" E, A DISTANCE OF 240.16 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BRASS CAP "T11N/R2E S-AP-PNM", ALSO BEING THE NORTHEAST CORNER OF SAID TRACT E-1;

THENCE, S 15°26'04" E, A DISTANCE OF 107.94 FEET TO A POINT MARKED WITH A 1/2" REBAR;

THENCE, 129.50 FEET ALONG A CURVE TO THE LEFT NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 49.99 FEET, A DELTA OF 148°25'37", AND A CHORD BEARING S 09°02'29", A DISTANCE OF 96.21 FEET, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, LEAVING SAID RIGHT OF WAY OF AN UNNAMED CUL-DE-SAC, AND TRAVERSING SAID TRACT E-1, S 88°02'15" W, A DISTANCE OF 1449.60 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT LOCATED ON THE WEST LINE OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 04°09'56" W, A DISTANCE OF 239.95 FEET TO THE POINT OF BEGINNING, CONTAINING 7.0003 ACRES (304,933 SQ. FT.), MORE OR LESS.

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	14.25' (14.25')	975.27' (975.27')	0°50'14"	14.25'	N 16°41'24" W
C2	129.50'	49.99' (49.99')	148°25'37"	96.21'	S 09°02'29" E
C3	19.30'	49.99' (49.99')	22°07'12"	19.18'	N 85°41'07" E
C4	148.60' (148.37')	49.99' (49.99')	170°32'49"	99.64'	S 20°06'05" E

Easement Notes

- 5 EXISTING 20' P.U.E. (6/29/07, DOC 2007085913)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 8 EXISTING 7' UTILITY EASEMENT (11/15/71, D4-173)
- 9 EXISTING 5' UTILITY EASEMENT (11/15/71, D4-173)

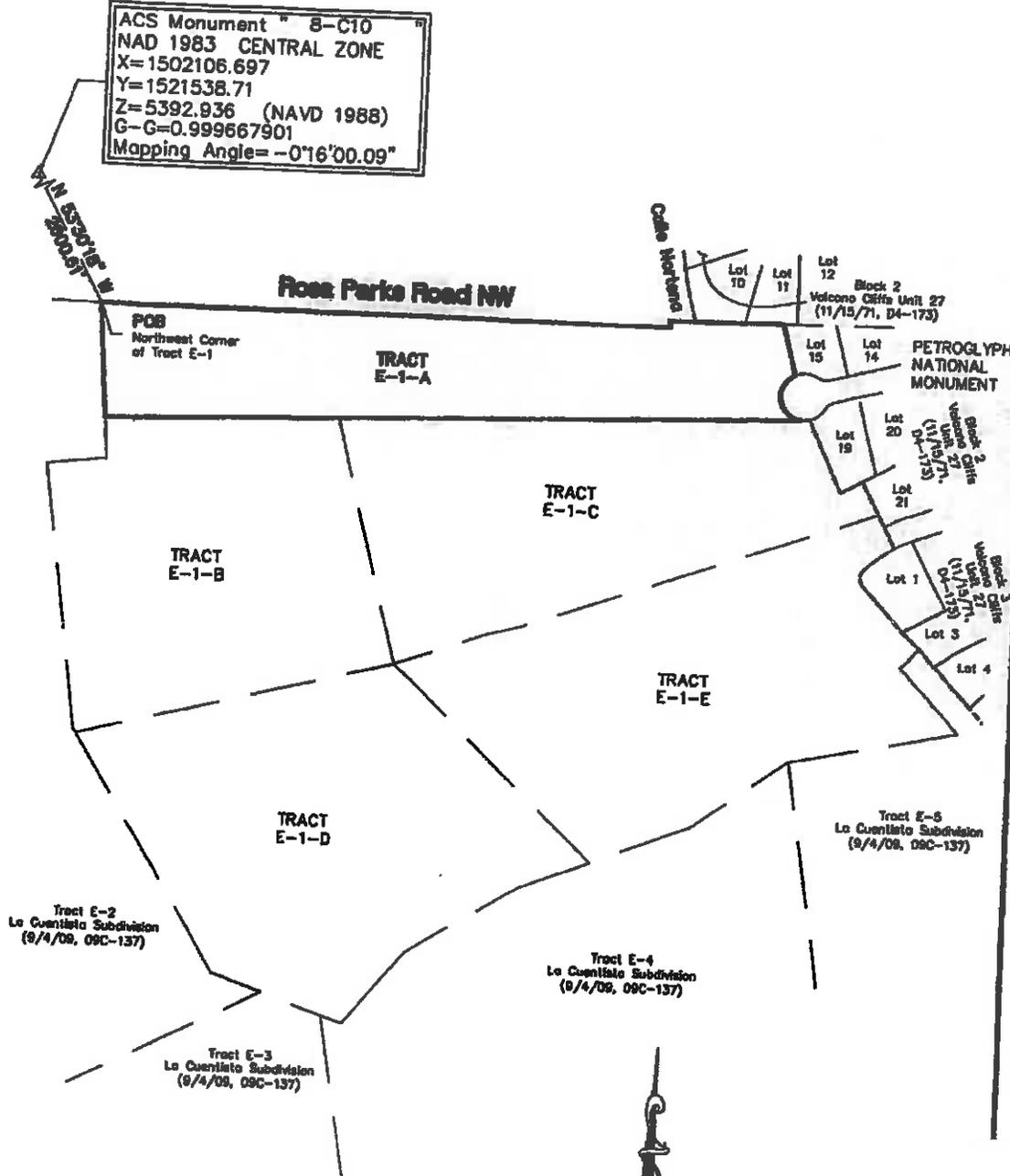
CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Exhibit for
Tract E-1-A
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle= -0°16'00.09"



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Sheet 3 of 4

0000176

n.t.s.

CITY OF ALBUQUERQUE



Planning Department

Real Property Division
David S. Campbell, Planning Director
600 2nd Street NW - 3rd Floor
Albuquerque, NM 87102

Timothy M. Keller, Mayor

NOTICE OF EXERCISE OF OPTION (Option #1 Parcel E-1-D)

March 14, 2018

Elk Haven, LLC and Frances Pavich, LLC
21 Vista Ville Circle
Lamy, NM 87540

RE: Exercise Option for Parcel E-1-D, La Cuentista, containing 10.2526 acres at \$1,179,049.00

Dear Stan and Frances;

PO Box 1293

Pursuant to the terms and conditions of the Real Estate Sales Agreement dated July 19, 2017, the City hereby gives notice that the City wishes to exercise the option to purchase Parcel E-1-D, containing 10.2528 +/- acres, and Seller shall convey at closing the fee simple title to the City of Parcel D-2 containing 5 +/- acres of donation land.

Albuquerque

Per the attached Real Estate Sales Agreement, the City shall purchase Parcel E-1-D for One Million One Hundred seventy nine Thousand and forty nine Dollars (\$1,179,049.00). Upon the City's notification of its intent to exercise the option, the Seller shall cooperate in closing of the sale and, unless otherwise agreed, the City intends to close within sixty (60) days of this Notice of Exercise of Option.

NM 87103

Sincerely,

www.cabq.gov

City of Albuquerque



Sarita Nair, Chief Administrative Officer

Date: 4/19/18

RECOMMEND:



David J. Simon, Director
Parks and Recreation Department

Date: 3/23/18

Albuquerque - Making History 1706-2006

0000178

REAL ESTATE PURCHASE AGREEMENT

Real Estate Purchase Agreement ("Agreement") made and entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("Buyer"), and Elk Haven, LLC, A New Mexico limited liability company ("Seller").

WHEREAS, the Buyer has identified and designated certain La Cuentista land along the escarpment on the west mesa for acquisition by the City of Albuquerque for use as permanent Open Space; and,

WHEREAS, Seller is the owner of a portion of what is commonly known as Tract D and Tract E-1 of La Cuentista Subdivision and being more specifically identified on Exhibit A; and,

WHEREAS, the City and Seller entered into a purchase agreement with option to purchase additional parcels on Tract E-1-D; and

WHEREAS, the City has given written notice that City will be exercising its option to purchase parcel Tract E-1-D; and,

WHEREAS, Seller and City, in the Real Estate Purchase Agreement with Option to Purchase, agreed to this form of agreement to purchase options.

NOW, THEREFORE, mutual consideration, and on the terms set forth herein, the Buyer and Seller agree as follows:

I. PURCHASE AGREEMENT

1. Sale.

Subject to the terms and conditions of this Agreement, the Seller shall sell and the Buyer shall purchase from Seller a tract of land consisting of 10.2526 acres, more or less, of what is presently known as Tract E-1-D of La Cuentista and what is identified as Tract E-1-D on the attached Exhibit A, said property being located in Bernalillo County, New Mexico ("Property").

2. Purchase Price.

The per acre purchase price of the Property, due and payable by Buyer to Seller at Closing, is One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) and the total

First Option to Purchase Tr. E-1-D, Donation D-2
La Cuentista
Elk Haven LLC, Frances Pavich LLC

purchase price ("Purchase Price") of the Property is One Million One Hundred Seventy Nine Thousand and Forty Nine and no/100 Dollars (\$1,179,049.00) plus or minus the prorations payable by the Buyer to the Seller at the closing of the Sale.

3. Donation.

Simultaneously with the Closing of the Purchase of the Property, Seller shall convey title to the Buyer a tract of land consisting of five (5.0) acre more or less and identified as Tract D-2 on the attached Exhibit A (the "Donation"). The grant to the Buyer shall be a gift conveyed/granted for no consideration.

II. SURVEY, TITLE COMMITMENT AND TITLE POLICIES

1. Title Insurance.

A. **Title Insurance for Property:** At least thirty (30) days prior to the closing of the Sale, the Seller, at the sole expense of Seller, shall deliver to the Buyer a commitment ("Title Commitment") for a policy of title insurance covering the Property issued by Stewart Title of Albuquerque, LLC, ("Title Company") with offices at 6759 Academy, NE, Albuquerque, NM 87109, together with legible copies of documents shown on Schedule B of the Title Commitment as exceptions. In the Title Commitment, the Title Company or its underwriter will agree to issue to the Buyer, upon the recording of a special warranty deed conveying title of the Property from the Seller to the Buyer, an ALTA owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price and insuring the title of the Buyer in the Property free and clear of all liens, encumbrances, taxes and other exceptions, subject only to the Permitted Exceptions (defined below). Within five (5) days after the date that the New Plat (defined below) is recorded, Seller, at the expense of the Seller, will deliver to the City, an updated Title Commitment covering the Property issued by the Title Company, together with any Title Document not delivered with the original Title Commitment.

B. **Title Insurance for Donation:** At least thirty (30) days prior to the closing of the Sale, the Seller, at the sole expense of Buyer, shall deliver to the Buyer a Title Commitment for a policy of title insurance covering the Donation issued by the Title Company together with legible copies of documents shown on Schedule B of the Title Commitment as exceptions. In the Title Commitment, the Title Company or its underwriter will agree to issue to the Buyer, upon the recording of a special warranty deed conveying title of the Donation from the Seller to the Buyer, an ALTA owner's policy of title insurance ("Title Policy") in the amount of the market value price of \$115,000.00 per acre and insuring the title of the Buyer in the Donation free and clear of all liens, encumbrances, taxes and other exceptions, subject only to the Permitted Exceptions (defined below). Within five (5) days after the date that the New Plat (defined below) is recorded, Seller, at the expense of the Buyer, will deliver to the City, an updated Title Commitment covering the Property issued by the Title Company, together with any Title Document not delivered with the original Title Commitment.

First Option to Purchase Tr. E-1-D, Donation D-2
La Cuentista
Elk Haven LLC, Frances Pavich LLC

2. Survey.

The Seller, at the expense of the Seller, shall obtain a survey of the Property and the Donations (the "Survey") prepared in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016), and shall include Table A optional items 1 – 6(a), 8, 11, 13, 16-19 and 20. If Seller has provided a new bulk land plat and survey for the property at the time of the original purchase Parcel E-1-E, as shown on the attached Exhibit A, City, at City's sole option and expense, may obtain a survey of the Property and the Donations (the "Survey") prepared in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016), and shall include Table A optional items 1 – 6(a), 8, 11, 13, 16-19 and 20. The Surveys will (i) state that the Survey is prepared for the Buyer, the Seller, the Title Company and the underwriter of the Title Company; (ii) contain a written metes and bounds legal description of the Property in narrative form; (iii) be certified by a New Mexico licensed surveyor ("Surveyor") as of a date no more than sixty (60) days before the date of the closing of the Sale; (iv) be in form and content acceptable to the Buyer; (v) be sufficient to delete all survey exceptions from and to satisfy all requirements for Issuance of the Title Policy; (vi) contain a certification by the Surveyor of the exact area of the Property in square feet or acres; and (vii) show, without limitation, the exact location of all existing or proposed streets, easements, encroachments, protrusions, overlaps, overhangs, utilities, set-backs and restrictions affecting the Property.

3. Notice of Objections to Surveys or Title Commitment.

Within ten (10) days after receipt by the Buyer of the Survey or Title Commitment (the "Objection Period"), the Buyer will give written notice to the Seller of any objections the Buyer may have to any matter shown on the Survey or in the Title Commitment ("Objections") that has affected the Survey and/or Title after the purchase of Parcel E-1-E. If the Buyer fails to object to any matter shown on the Survey or fails to object to the condition of title to the Property as shown in the Title Commitment within the ten (10) day period, the Buyer shall be deemed to have waived such matters or conditions. The Seller may attempt to cure, eliminate or modify any or all Objections to the satisfaction of the Buyer, but shall have no obligation to do so. Seller will give notice to the Buyer five (5) days after the expiration of the Objections Period (the "Cure Period") as to whether or not Seller will satisfy or attempt to satisfy any of the Buyer's Objections. If the Seller is unable to or does not satisfy the Objections upon the expiration of the Cure Period, the Buyer shall have the following options, one of which shall be exercised by written notice given to Seller within five (5) days after the expiration of the Cure Period: (i) the Buyer may agree to an additional period of time in which the Seller may continue to attempt to satisfy the Objections; (ii) the Buyer may waive the Objection and accept title to the Property subject to any unsatisfied Objections, in which event the unsatisfied Objections will be deemed to be waived for all purposes and constitute Permitted Exceptions; or (iii) the Buyer may terminate this Agreement, in which event, the Seller and the Buyer will have no further rights, obligations or liabilities to one another under this Agreement. If the Buyer does not deliver written notice to the Seller five (5) days after the expiration of the Cure Period electing one of the above options, this Agreement will

automatically terminate, and the Seller and the Buyer will have no further rights, obligations or liabilities between the Seller and the Buyer as provided in this Agreement. If the Seller does not satisfy the Objections, then the rights available to the Buyer, as provided in this paragraph, are the sole rights and remedies of the Buyer to the exclusion of all other rights and remedies existing in law or equity.

4. Permitted Exceptions.

The Schedule B Standard Exceptions set forth in 13 NMAC 14.5, Section 9 and all matters shown on the Initial Title Commitment, the Updated Title Commitment and the Survey which the Buyer approves or is deemed to have approved pursuant to this paragraph, and any liens or encumbrances caused or created by the Buyer or the Buyer's employees, agents or contractors, will constitute "Permitted Exceptions" for purposes of this Agreement and the Deed.

5. Warranty Deed.

The Seller shall convey title to the Property to the Buyer by statutory form special warranty deed subject only to the Permitted Exceptions. The description of the Property to be contained in the special warranty deed shall conform to the description of the Property contained in the Survey, except that if a subdivision plat is required to close the Sale, the description of the Property in the special warranty deed shall conform to the description of the Property in the recorded subdivision plat.

III. ENVIRONMENTAL INSPECTION

1. Definitions.

As used in this Agreement, the following terms shall have the following definitions:

A. "Environmental Condition" means any condition regarding the presence of Hazardous Materials located on, in, under or originating from the property or located within the improvements thereon with respect to air, soil, surface water or groundwater which require response under any Environmental Requirements in effect at the time of their application.

B. "Environmental Requirements" means all applicable federal, state and local governmental agency environmental statutes, ordinances, rules, notices, regulations, standards, permits orders and any other governmental requirements relating, by way of example and not limitation, to the following: (i) the spill, leaked, discharge, emission or release of any Hazardous Material, to the air, surface water, ground water or soil; (ii) the storage, treatment, disposal or handling of any Hazardous Materials and (iii) the construction, operation, maintenance, repair or closing of aboveground or underground storage tanks or impoundments containing Hazardous Materials.

C. "Hazardous Materials" means substances defined as such pursuant to the

Comprehensive Environmental Response Compensation and Liability Act, as amended; or as hazardous waste, as that term is defined under the Resource Conservation Recovery Act; PCB's; petroleum hydrocarbons; and substances so defined pursuant to requirements prevailing and applicable on the Effective Date as established by the State of New Mexico.

D. "Other Materials" means any materials or substances which do not come within the definition of Hazardous Materials, including, but not limited to, ACM, radon or other radioactive substances, lead-based paint, nonhazardous wastes or any toxic or polluting substances.

E. "Documents" means all documents, photographs, maps, data, notes, reports, chromatograms, in digital form, print, videotape or other media used to transmit information regarding the environmental condition of any aspect of the property, including, but not limited to the Phase I Report, the Phase II Report, if any, and the Cleanup Plan, if any.

2. Buyer Inspections.

The Buyer had the right to conduct any and all investigations Buyer desired to fully examine the environmental characteristics of the Property ("Due Diligence") including, but not limited to, the examination of any improvements located thereon and the evaluation of the Environmental Condition of the Property for the presence of any Hazardous Materials or Other Materials located on, in, under or originating from the Property during the period of time ("Due Diligence Period") prior to the Buyer's purchase of Lot E-1-E and then Buyer had the responsibility to protect the Option properties to insure no trash, junk or hazardous materials were disposed of on the property remaining under option until the exercising of the option.

3. Notice of Violation.

If the Seller has received or receives notice of a violation of any Environmental Requirement with respect to the Property prior to the date of the Closing, then prior to the Closing, the Seller shall give to the Buyer a letter from the governmental entity charged with the enforcement of the applicable Environmental Requirement stating that the matter has currently been resolved to the satisfaction of that governmental entity, or other equivalent language.

IV. WARRANTIES AND REPRESENTATIONS

1. Seller's Warranties.

The Seller warrants and represents that:

A. The Seller has good, indefeasible and marketable title to the Property.

B. There are no leases or other use, occupancy or possession agreements in effect pertaining to the Property, except those lease agreements by and between the Seller and Buyer, which will be in effect at the time of or survive the closing of the Sale.

C. The Property is in compliance with all applicable laws, ordinances, rules and regulations affecting the Property and the use and occupancy of the Property.

D. The Property has free access to and from a public street, road, alley or other right-of-way.

E. This Agreement and the documents provided for or contemplated by this Agreement will not violate, be in conflict with, result in the breach of or constitute a default under any agreement, mortgage, indenture, deed of trust, lien, order, judgment or instrument to which the Seller is a party or by which the Seller is bound or affected.

F. There are no unpaid bills or claims in connection with construction or repair work on the Property.

G. Except for the potential threat by the City of Albuquerque to condemn the Property, Seller has received no written notice of any actions, suits, proceedings or investigations pending or threatened against the Seller or relating to the Property in any court or before any governmental department or agency which would in any material respect affect the validity of this Agreement, or the obligations or the ability of the Seller to perform under this Agreement, including the execution, acknowledgment and delivery of the documents provided for or contemplated by this Agreement and the Seller does not know of any basis for any such action, suit, proceeding or investigation.

H. There has not been and are not and will not be, at the closing of the Property and the Donation, any Hazardous Materials or Other Materials located on or released on or from the Property and the Property is not and will not, at the closing of the Sale, be in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials, Other Materials industrial hygiene or the environmental conditions on, under or about the Property, including, but not limited to, soil and ground water conditions, and there are no circumstances which will give rise to any litigation, proceedings, investigations, citations or notices of violations or of responsibility resulting from the use, generation, manufacture, release, storage or disposition of, on, under or about the Property or the transport to or from the Property of any Hazardous Materials or Other Materials. In addition to the definition of Hazardous Materials contained in Section III herein, the term "Hazardous Materials" includes, but is not limited to, petroleum products and substances defined as hazardous substances, hazardous materials or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq; the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq; and those substances defined as hazardous waste or as hazardous substances under the laws of

New Mexico or in the regulations adopted in publications promulgated pursuant to the laws.

I. If the Property is subject to a mortgage, real estate contract, or deed of trust, the Seller is not in default and has not received notice of default under or breach of the mortgage, real estate contract or deed of trust or of the documents evidencing the indebtedness or other obligations secured by the mortgage, real estate contract or deed of trust.

J. If Seller is a corporation, partnership, or other legal entity, Seller warrants that it is duly formed and validly existing under the laws of its domicile, is in good standing with and authorized to do business in the State of New Mexico, and has all requisite authorization and documentation to enter into and close this transaction, and the named corporate officer, partner or agent who executed, acknowledged and delivered this contract, for and on behalf of the Seller, is and was, at all material times, the duly authorized corporate officer, member, partner or agent of the Seller.

2. Real Estate Sales Commissions.

A. The Seller represents and warrants to the Buyer that no broker, agent, finder or salesman has been involved in the origination, negotiation or consummation of this Agreement and no fee, commission or similar payment is due to any broker, agent, finder or salesman as a result of the origination, negotiation or consummation of this Agreement.

B. The Seller shall defend, indemnify and hold the Buyer harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting from any claim for any fee, commission or similar payment by any broker, agent, finder or salesman as a result of any action of the Seller related to the origination, negotiation or consummation of this Agreement.

3. Survival of Warranties.

The warranties and representations of the Seller are a material inducement for the Buyer to purchase the Property. The execution and delivery of the general warranty deed by the Seller shall constitute a confirmation and further representation and warranty by the Seller to the Buyer, as of the date of the warranty deed, as to the matters specified in this Agreement and shall survive the closing of the Sale and shall not be merged into the execution and delivery of the warranty deed or any other document executed and delivered subsequently to the execution and delivery of this Agreement.

V. CLOSING

1. Closing of Sale.

Within ten (10) days after acceptance of title of the Property, the Buyer will give the Seller notice of a proposed time and date of closing of the Sale ("Closing"). The Closing will be at

First Option to Purchase Tr. E-1-D, Donation D-2
La Cuentista
Elk Haven LLC, Frances Pavich LLC

the office of the Title Company, either (i) at the time and on the date stated in the notice, or (ii) at such other time, date and place as the Seller and the Buyer may agree in writing. At the Closing, the Seller, the Buyer and the Title Company will perform the following duties:

A. The Seller's Duties. At or prior to Closing, Seller will deliver or cause to be delivered each of the following items:

- (i) The Deed, suitable for recording, conveying title to the Property and the Donation to Buyer, subject to the Permitted Exceptions;
- (ii) Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance reasonably satisfactory to Sellers, duly executed by Sellers;
- (iii) A Non-foreign Certification of Entity Transferor from Sellers or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code

Seller shall also execute any document reasonably required by the Title Company in order to delete any standard exceptions from the Title Policy at Buyer's request and expense.

B. Buyer's Duties. The Buyer shall pay to the Title Company, as escrow agent, the Purchase Price, plus or minus the prorations and any closing costs to be paid by the Buyer. The Buyer's payment shall be made by check of the Buyer or such other method of payment as may be required by the Title Company to make an immediate payment at the Closing of the Purchase Price due to the Seller as provided in this Agreement, or by such other method of payment as the Seller and the Buyer may agree in writing.

C. Title Company's Duties. At or promptly after the Closing, unless otherwise instructed by the Seller and the Buyer, the Title Company will:

- (i) record the warranty deeds in the records of Bernalillo County, New Mexico, and deliver the recorded warranty deed to the Buyer;
- (ii) issue and deliver the Title Policy to the Buyer as provided in the Title Commitment, except for any matters which have been eliminated or modified as provided in this Agreement; and
- (iii) disburse to the Seller the balance of the Purchase Price due to the Seller and make all other disbursements as provided in the escrow closing statements to be prepared by the Title Company and signed by the Seller and the Buyer at the Closing, including, but not limited to, any disbursements and payments necessary to discharge any obligations which are liens upon the Property, including, but not limited to, liens arising from

Judgments, taxes or debts secured by deed of trust or mortgage.

2. Possession.

The Buyer shall have the right to possession of the Property and the Donation as of the Closing and the Seller shall put the Buyer in possession of the Property and the Donation as of the Closing.

3. Failure to Close.

If the Seller fails to close the Sale for any reason, except as provided in this Agreement, and if the Buyer has fully performed or tendered performance of all the obligations of the Buyer as provided in this Agreement, then, the Buyer shall have the right to either terminate this Agreement or to bring an action for damages and/or for specific performance. If the Buyer fails to close the Sale, for any reason, except as provided in this Agreement, and if the Seller has fully performed or tendered performance of all of the obligations of the Seller as provided in this Agreement, then the Seller shall have the right to either terminate this Agreement or to bring an action for damages and/or for specific performance. If this Agreement is terminated by either party as provided in this paragraph, the Buyer and the Seller shall have no further rights, obligations or liabilities as between the Buyer and the Seller as provided in this Agreement.

4. Prorations; Closing Costs.

A. Ad valorem taxes and standby or similar charges for utility services for the year in which the Sale is closed, and rents or other income from the Property and Donation, if any, will be prorated to the date of Closing between the Buyer and the Seller. If the current figures cannot be obtained, the proration shall be based upon the figures for the last assessment period.

B. If the Property is within an improvement district created pursuant to Sections 3-33-1 through 3-33-34, NMSA 1978 as amended or replaced:

(i) The Seller shall, by the Closing, pay all assessments levied against the Property if the improvements for which the assessment has been levied have been constructed; and

(ii) The assessments levied against the Property shall be prorated between the Seller and the Buyer as of the Closing if the improvements for which the assessment has been levied have not been constructed.

C. The Seller shall pay all charges which are imposed on the Property for public utility facilities that were constructed prior to the effective date of this Agreement whether the obligation to pay the prorata charges arises before or subsequent to the Closing.

D. As closing costs, the Seller and the Buyer will each pay one-half of any

escrow charges and expenses charged by the Title Company. The Seller and the Buyer will each pay their respective attorneys' fees. The Seller shall pay all costs of the Cleanup Plan, if applicable. The Buyer shall pay the filing fee for recording the warranty deeds. The Seller shall pay all costs of the Survey, Title Commitment and the Title Policy, including the premiums for deletion of Exceptions 1 through 4 from the Title Policy.

VI. MISCELLANEOUS.

1. Waiver of Default.

No failure by the Buyer to insist upon the strict performance of any term, condition, or covenant of this Agreement or to exercise any right or remedy available on the breach thereof will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this Agreement that the Seller is required to perform and no breach thereof, will be waived, altered, or modified, except by written instrument executed by the Buyer. No exercise or failure to exercise any right or power of the Seller or of the Buyer as provided in this Agreement will be considered to exhaust that right or power.

2. Time Is Of The Essence.

Time is of the Essence in the performance of this Agreement.

3. Notices.

All notices, requests, demands and other communications given under this Agreement will be in writing, and, unless otherwise specified in this Agreement, will be deemed to have been given if delivered in person, or on receipt, if mailed by certified or registered mail, postage pre-paid, and addressed to the Seller or to the Buyer at the following addresses, unless either the Seller or the Buyer changes the Seller's or the Buyer's address by giving written notice of the change to the other. The addresses for notices are:

A. Notice to the Sellers:

Elk Haven, LLC
21 Vista Valle Circle
Lamy, NM 87540

Frances Pavich, LLC.
21 Vista Valle Circle
Lamy, NM 87540

B. Notice to the City:

City of Albuquerque
Planning Department
P. O. Box 1293
Albuquerque, New Mexico 87103
Attn: Real Property Division Manager

4. Exhibits.

All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, are hereby incorporated into this Agreement by reference and are made a part hereof as though set forth in full in this Agreement to the extent they are consistent with the terms and conditions of this Agreement.

5. Further Action.

At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

6. Severability/Invalidity.

In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provision of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the Buyer or Seller in its respective rights and obligations contain in the valid covenants, conditions or provisions of this Agreement.

7. Modification and Governing Laws.

This Agreement may be modified only in writing and is governed by the laws of the State of New Mexico. Both Seller and the Buyer agree to the exclusive jurisdiction of the courts of the State of New Mexico for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Bernalillo.

8. Force Majeure.

If performance of part or any portion of this Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor or materials or reasonable substitutes for those items; government actions; civil commotions, fire; flood or other casualty; or other causes beyond the reasonable control of the Party obligated to perform, performance by that Party for a period equal to the period of that prevention, delay, or stoppage is excused.

9. Approval of the Buyer; Binding Effect.

This Agreement is subject to approval and signature by the Chief Administrative Officer of the Buyer. Upon execution of this Agreement by the Chief Administrative Officer, the covenants, terms and conditions of this Agreement will be binding on and inure to the benefit of the Buyer and of the Seller and of their respective heirs, devisees, personal representatives, successors and assigns.

10. Effective Date.

The effective date of this Agreement shall be the date of approval by the Chief Administrative Officer of the Buyer.

11. Final Dates.

If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.

12. Limitations on Liability.

Neither party has any liability with respect to the obligations under this contract or otherwise for incidental, consequential, special, indirect, exemplary or punitive damages even if it has been advised of the possibility of such damages.

13. Representation.

Each party hereto acknowledges that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this contract. Accordingly, each party hereto represents to the other that it has read and understood the terms of this Agreement, and the consequences of executing this Agreement, and that except as expressly set forth herein, no representations have been made by either party to induce the other party to execute this Contract.

14. Multiple Counterparts.

The Agreement may be signed in multiple counterparts or with detachable signature pages, but in either, or both, circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one agreement, but in the making of proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

15. Headings and Captions.

Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

16. Interpretation.

Whenever the context hereof will so require, the singular will include the plural, the male gender will include the female gender and the neuter and vice versa. The terms "include", "includes", "including" and similar terms will be construed to mean "without limitation". All references to Sections, subsections, Exhibits and Articles will be deemed references to Sections, subsections, and Articles of this Agreement and to Exhibits, which are attached hereto and made a part hereof for all purposes.

17. Entire Agreement.

This Agreement, including the attached Exhibits, constitutes the full and final agreement of the parties and incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. All prior negotiations and agreements are merged into this agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement may modify this Real Estate Sales Agreement unless it is in writing and signed by the parties or their authorized agents. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DATE indicated by each signature, and the Agreement is effective upon the signature of the City's Chief Administrative Officer or his authorized designee.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

First Option to Purchase Tr. E-1-D, Donation D-2
La Cuernitela
Elk Haven LLC, Frances Pavich LLC

SELLER:
ELK HAVEN, LLC, A New Mexico Limited Liability Company

By: [Signature]

Date: 4/23/2018

Its: _____

STATE OF New Mexico
COUNTY OF Bernalillo) ss

This instrument was acknowledged before me on this 23 day of April, 2018, by Stanley L. Diamond the owner on behalf of Elk Haven, LLC, A New Mexico Limited Liability Company.

[Signature]
Notary Public

My Commission Expires:
June 5, 2021

First Option to Purchase Tr. E-1-D, Donation D-2
La Cuentista
Elk Haven LLC, Frances Pavich LLC

EXHIBIT A

First Option to Purchase Tr. E-1-D, Donaton D-2
La Cuenca
Elk Haven LLC, Frances Pavich LLC

Exhibit for
Tract E-1-D
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico

Legal Description June 2017

SOUTHWESTERLY PORTION OF TRACT LETTERED "E-1", OF LA CUENTISTA SUBDIVISION, (A REPLAT OF TRACT E OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION), WITHIN SECTIONS 14 & 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 4, 2009, IN PLAT BOOK 2009C, PAGE 137, S DOC. NO. 2009100835, HEREIN DESCRIBED TRACT KNOWN AS TRACT E-1-D.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT "8-C10", THE FOLLOWING FIVE COURSES:

COINCIDING WITH SAID WESTERLY BOUNDARY OF SAID TRACT E-1, N 31°46'56" W, A DISTANCE OF 10.83 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

07°53'56" W, A DISTANCE OF 555.04 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

82°56'04" E, A DISTANCE OF 125.01 FEET TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

04°09'56" W, A DISTANCE OF 325.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT E-1, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

53°30'18" W, A DISTANCE OF 2600.61 FEET;

WHENCE, FROM SAID POINT OF BEGINNING AND TRAVERSING SAID TRACT E-1, THE FOLLOWING FIVE COURSES:

75°33'10" E, A DISTANCE OF 677.32 FEET TO THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

46°54'59" E, A DISTANCE OF 580.98 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

WHENCE, COINCIDING WITH SOUTHERLY BOUNDARY OF SAID TRACT E-1, THE FOLLOWING FOUR COURSES:

68°26'24" W, A DISTANCE OF 155.53 FEET, TO A POINT MARKED WITH A 1/2" REBAR WITH CAP "LS 15268";

(CONTINUED ON SHEET 2)

Surveyor's Certificate

WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. *6/28/17*

Will Plotner Jr. Date
A.R.P.S. No. 14271

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



0000195

Exhibit for
Tract E-1-D
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

S 58°08'57" W, A DISTANCE OF 273.00 FEET, TO A POINT MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

S 40°09'37" W, A DISTANCE OF 195.33 FEET, TO A POINT MARKED WITH A 1/2" REBAR WITH CAP "LS 15268", ALSO BEING THE MOST SOUTHERLY CORNER OF SAID TRACT E-1;

N 71°27'56" W, A DISTANCE OF 292.02 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT E-1, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 31°46'56" W, A DISTANCE OF 571.21 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.2526 ACRES (446,605 SQ. FT.), MORE OR LESS.

Notes

- 1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015 AND IN MARCH 2017.
- 2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
- 3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
- 4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT E-1 OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

Line Table		
Line #	Direction	Length (ft)
L10	S 40°09'37" W (S 40°10'00" W)	195.33' (195.33')
L11	N 82°58'04" E (N 82°58'00" E)	125.01' (125.00')
L13	N 53°30'18" W	2600.61'

0000196

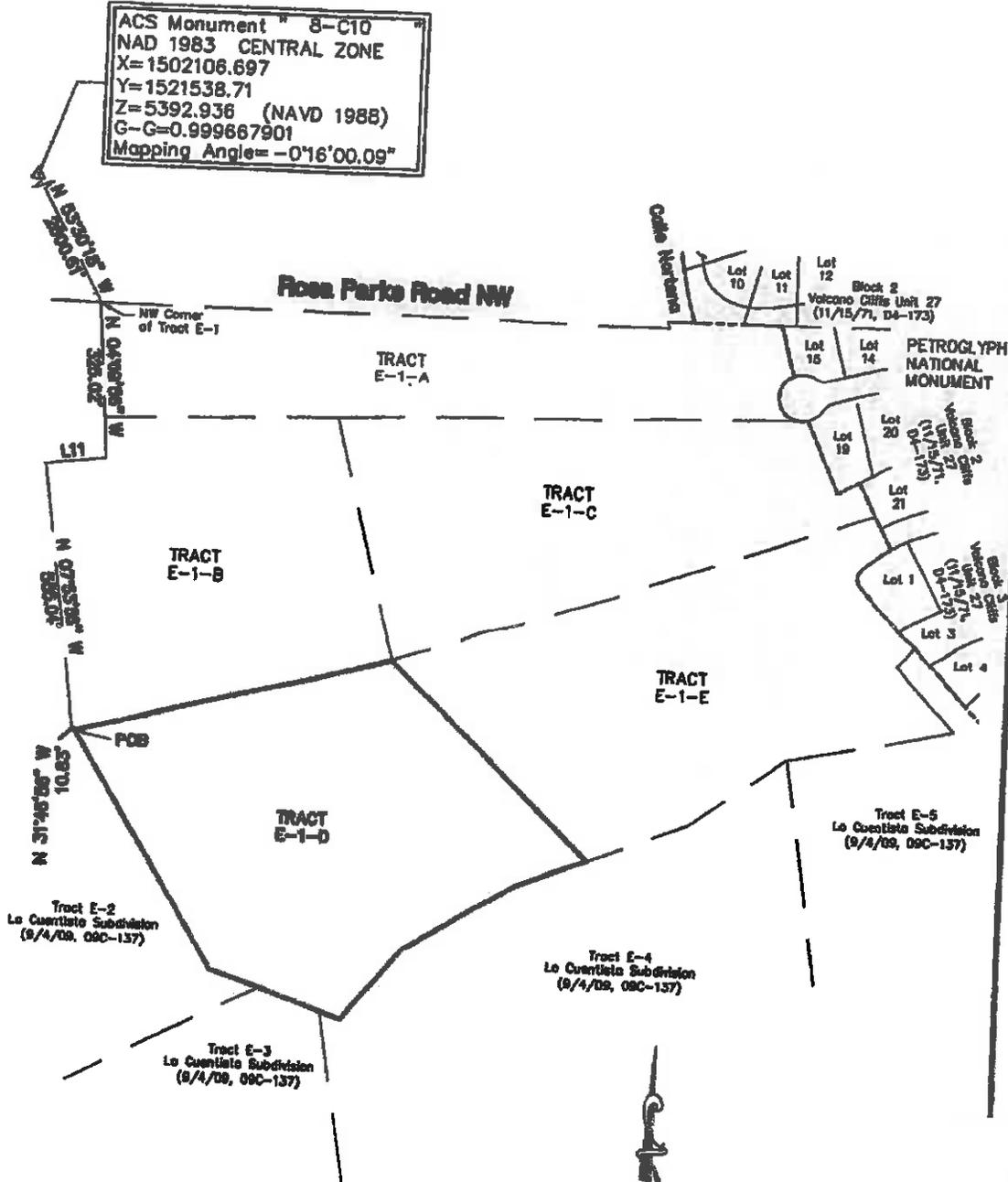
CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



Exhibit for
Tract E-1-D
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument " 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



0000197

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244

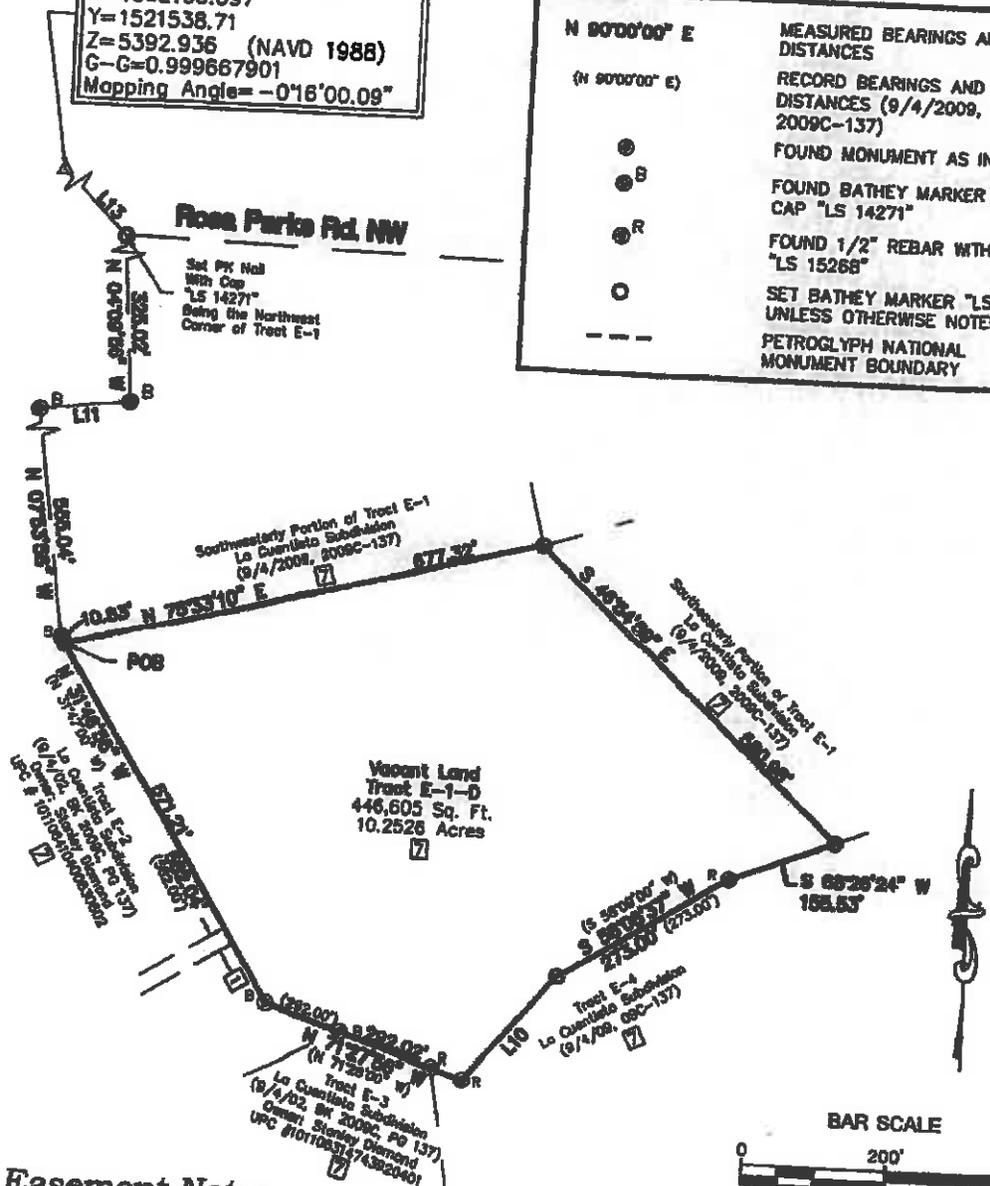


Exhibit for
Tract E-1-D
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (9/4/2009, 2009C-137)
●	FOUND MONUMENT AS INDICATED
● ^B	FOUND BATHEY MARKER WITH CAP "LS 14271"
● ^R	FOUND 1/2" REBAR WITH CAP "LS 15268"
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
---	PETROGLYPH NATIONAL MONUMENT BOUNDARY



Easement Notes
 EXISTING 25' PUBLIC STORM DRAINAGE EASEMENT (9/4/09, BK DSC, PG 137)
 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)

CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244



Exhibit for
Tract D2
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description

A SOUTHWESTERLY PORTION OF TRACT "D", OF TRACTS "A" THROUGH "E", BULK LAND PLAT OF LA CUENTISTA SUBDIVISION (THE "BULK PLAT") WITHIN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON SAID PLAT FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 9, 2003 IN PLAT BOOK 2003C, PAGE 368 AND RE-RECORDED ON JANUARY 7, 2004, IN BOOK 2004C, PAGE 7, HEREIN DESCRIBED TRACT KNOWN AS TRACT D2.

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY POINT OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271", WHENCE A TIE TO ACS MONUMENT THE FOLLOWING COURSES:

29.62 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 972.00, A DELTA OF 17°38'27", AND A CHORD BEARING N 18°45'44" E, A DISTANCE OF 129.53 FEET TO A POINT OF ANGENCY, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

12°56'31" E, A DISTANCE OF 386.90 FEET TO A POINT OF CURVATURE, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

4.78 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00, A DELTA OF 02°37'42", AND A CHORD BEARING N 38°22'20" W, A DISTANCE OF 39.03 FEET, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROSA PARKS ROAD NW, MARKED WITH A HISELED "X" IN GUTTER PAN, BEING THE NORTHWEST CORNER OF TRACT D;

45°45'01" W, A DISTANCE OF 2212.53 FEET;

WHENCE, FROM THE POINT OF BEGINNING, S 58°46'17" E, A DISTANCE OF 316.91 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

WHENCE, S 28°05'13" W, A DISTANCE OF 173.34 FEET, TO A POINT MARKED WITH A 1/2" IRON BAR WITH CAP "LS 14733";

WHENCE, S 49°36'33" E, A DISTANCE OF 49.10 FEET TO THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

WHENCE, S 53°12'30" W, A DISTANCE OF 620.33 FEET TO THE MOST SOUTHERLY POINT OF THE HEREIN DESCRIBED TRACT, MARKED WITH A BATHEY MARKER WITH CAP "LS14271";

CONTINUED ON SHEET 2)

Surveyor's Certificate

WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr.
Plotner Jr. 10/28/17
I.R.P.S. No. 14271 Date

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



0000199

Exhibit for
Tract D2
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Legal Description (CONTINUED FROM SHEET 1)

THENCE, 195.43 FEET ALONG A CURVE TO THE LEFT, NON-TANGENT FROM PREVIOUS COURSE, HAVING RADIUS OF 373.97 FEET, A DELTA OF 29°56'30", AND A CHORD BEARING N 64°33'20" W, A DISTANCE OF 193.21 FEET, TO A POINT OF TANGENCY, MARKED WITH A BATHEY MARKER WITH CAP "LS 14271"

THENCE, N 79°31'35" W, A DISTANCE OF 100.89 FEET, TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, MARKED WITH A 1/2" REBAR WITH CAP "LS 14733", ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT D;

THENCE, N 67°33'45" E, A DISTANCE OF 28.20 FEET, TO A POINT OF CURVATURE MARKED WITH A BENT BATHEY MARKER;

THENCE, 301.78 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS OF 1028.00, A DELTA OF 16°49'11", AND A CHORD BEARING N 59°09'10" E, A DISTANCE OF 300.70 FEET TO AN ANGLE POINT MARKED WITH A 1/2" REBAR WITH CAP ILLEGIBLE;

THENCE, N 39°15'25" W, A DISTANCE OF 56.00 FEET, TO A POINT MARKED WITH A PK NAIL WITH CAP "LS 14271";

THENCE, 511.66 FEET ALONG A CURVE, NON-TANGENT FROM PREVIOUS COURSE, HAVING A RADIUS OF 972.00, A DELTA OF 30°09'37", AND A CHORD BEARING N 35°39'46" E, A DISTANCE OF 505.77 FEET, TO THE POINT OF BEGINNING, CONTAINING 5.0000 ACRES (217,800 SQ. FT.), MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN SEPTEMBER 2015.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NM STATE PLANE COORDINATES (NAD 83-GRID).
4. THE PURPOSE OF THIS LEGAL DESCRIPTION IS FOR THE CITY OF ALBUQUERQUE TO ACQUIRE THE ENTIRE TRACT D OVER TIME. UPON COMPLETION OF THE CONVEYANCE OF THESE PORTIONS OF THE TRACTS, THE TRACTS THEMSELVES WILL BE WHOLE AND THE PORTIONS THEREOF SHALL BE NULL AND VOID. IF, FOR ANY REASONS, NOT ALL THE PORTIONS ARE CONVEYED, THE SELLERS AND BUYERS MUST PROCESS A SUBDIVISION PLAT THROUGH THE CITY OF ALBUQUERQUE DRB PROCESS IN ORDER FOR THE PORTIONS OF THESE TRACTS TO BE RECOGNIZED BY THE CITY, COUNTY AND STATE.

CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244

0000200

Exhibit for
Tract D2
La Cuentista Subdivision
City of Albuquerque
Bernalillo County, New Mexico
June 2017

Line Table		
Line #	Direction	Length (ft)
L1	N 79°31'35" W (N 79°32'38" W)	100.89' (100.89')
L2	N 67°33'45" E	28.20'
L3	N 39°15'25" W (N 39°14'50" W)	56.00' (56.00')
L5	S 49°36'33" E (S 49°36'08" E)	49.10'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	129.82'	972.00' (972.00')	7°38'27"	129.53'	N 16°45'44" E
C3	195.43' (195.43')	373.97' (373.97')	29°58'30"	193.21'	N 64°33'20" W
C4	301.78' (296.02')	1028.00' (1028.00')	16°49'11"	300.70'	N 59°08'10" E
C5	511.66'	972.00' (972.00')	30°09'37"	505.77'	N 35°39'46" E
C6	44.78' (44.78')	25.00' (25.00')	102°37'42"	39.03'	N 38°22'20" W

Easement Notes

- 3 EXISTING 10' P.U.E. (8/17/06, BK A122, PG 4038)
EASEMENT RIGHTS QUIT CLAIMED BY PNM (7/9/07, BK DOC 2007098243)
EASEMENT RIGHTS QUIT CLAIMED BY QWEST (4/2/08, BK DOC 2008037353)
EASEMENT RIGHTS QUIT CLAIMED BY COMCAST (4/8/08, BK DOC 2008039465)
- 4 EXISTING 50' PUBLIC WATER, DRAINAGE, SANITARY SEWER, ACCESS AND
MAINTENANCE EASEMENT (1/7/04, 2004C-7)
- 7 EXISTING PUBLIC BLANKET CROSS LOT DRAINAGE EASEMENT (1/7/04, 2004C-7)
- 8 EXISTING 56' PUBLIC DRAINAGE, PUBLIC WATER, PUBLIC SEWER, PUBLIC ACCESS
AND PUBLIC MAINTENANCE EASEMENT (1/7/04, 2004C-7)
- 9 EXISTING 32' PUBLIC STORM DRAINAGE EASEMENT (8/17/2006, A122-3862)

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (1/7/2004, 2004C-7)
⊙	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED

CARTESIAN SURVEYS INC.

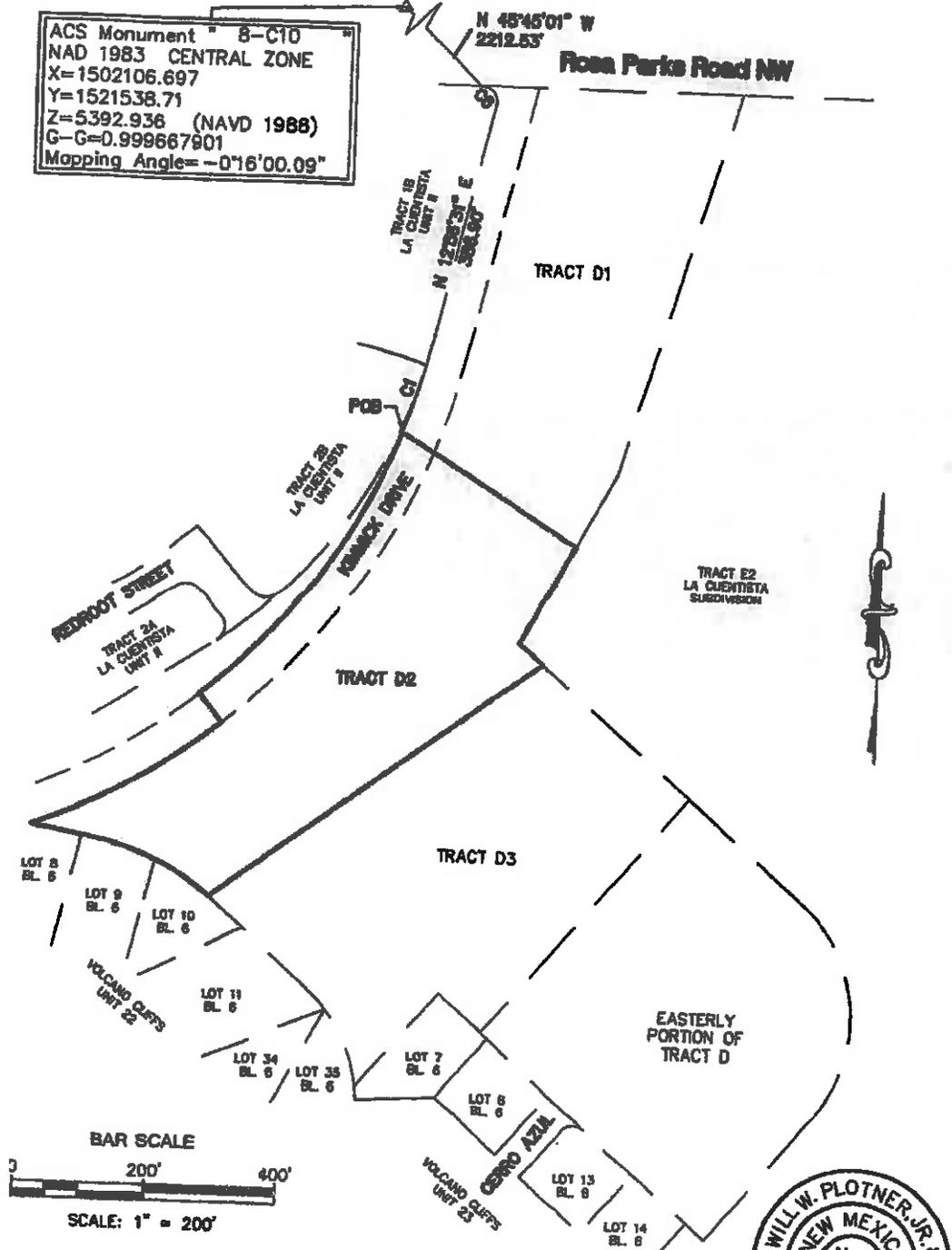
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



0000201

Exhibit for
Tract D2
La Cuentista Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2017

ACS Monument 8-C10
 NAD 1983 CENTRAL ZONE
 X=1502106.697
 Y=1521538.71
 Z=5392.936 (NAVD 1988)
 G-G=0.999667901
 Mapping Angle=-0°16'00.09"



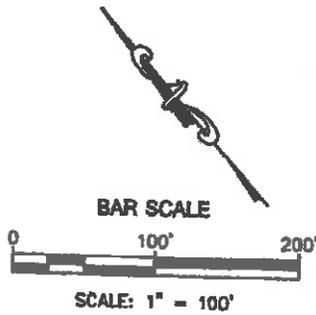
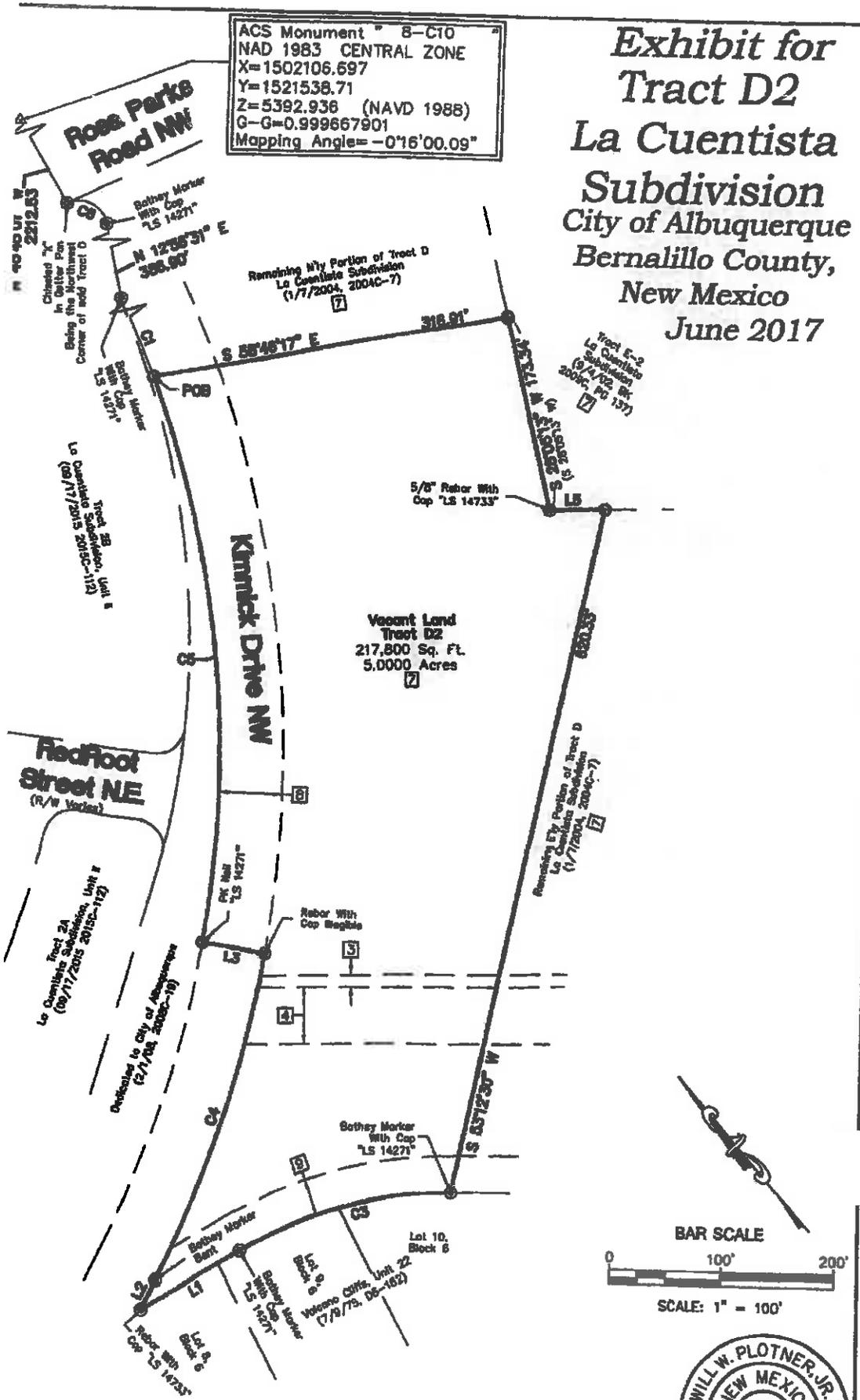
CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244



0000202

*Exhibit for
Tract D2
La Cuentista
Subdivision
City of Albuquerque
Bernalillo County,
New Mexico
June 2017*

ACS Monument * 8-C10
NAD 1983 CENTRAL ZONE
X=1502106.697
Y=1521538.71
Z=5392.936 (NAVD 1988)
G-G=0.999667901
Mapping Angle=-0°16'00.09"

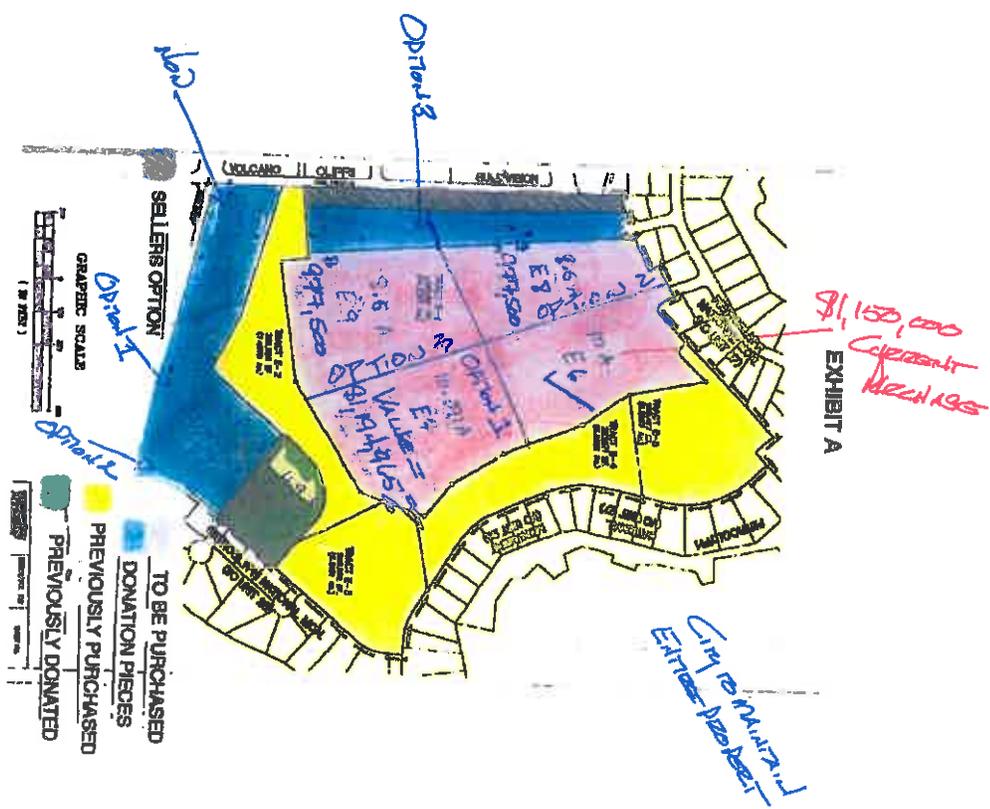


0000203

CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



Sheet 5 of 5



Purchase Agreement
 La Cuentista lot E6, Option for E7-E9, Donation D6-10; 13.055
 Elk Haven LLC, Frances Pavlich LLC

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, January 31, 2019 3:46 PM
To: 'Scott Grady'
Subject: RE: reimbursements
Attachments: reimbursement.pdf

See attached.



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Scott Grady [mailto:rvsg7@rayleehomes.com]
Sent: Thursday, January 31, 2019 3:27 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: Re: reimbursements

Tony can you send me the one for jth as well

Sent from Scott Grady

On Jan 31, 2019, at 11:49 AM, Loyd, Tony J. <TLoyd@cabq.gov> wrote:

As requested.

<image001.jpg>

TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

<reimbursements.pdf>

=====
This message has been analyzed by Deep Discovery Email Inspector.

0000274



City of Albuquerque

Planning Department

Timothy M. Keller, Mayor

Interoffice Memorandum

January 29, 2019

TO: Christine Ching, Fiscal Manager
Department of Municipal Development

FROM: Tony Loyd, Impact Fees Administrator TL
Planning Department

SUBJECT: Reimbursement of Excess Impact Fee Credits (Drainage, Tijeras Service Area)

On September 28, 2018, JTH, LLC submitted a request for reimbursement of Excess Drainage Impact Fee Credits in the amount of \$137,938.00 related to drainage improvements (Tijeras Arroyo Trunk Line) constructed in the Tijeras Arroyo Service Area. Per the City's Impact Fee Ordinance (Section 14-19-19 (J)(6)(c)), a credit-holder of excess credits may request reimbursement from the city for all or part of their excess credits. According to the applicable CIP Financial Status Report and correspondence dated January 15, 2019 from your office, there is approximately \$137,938.00 unencumbered impact fees for storm drain facilities in the Tijeras Arroyo Service Area. As such, there are adequate funds to satisfy their request for reimbursement. The following is the funding string:

- Fund 345
- Account 460100
- Activity 6904200
- PC Unit / PCDMD
- PC Project / 24_Tijeras
- PC Name / Drainage Tijeras – Impact Fees

Please authorize payment in the amount of \$137,938.00 made payable to and mailed to:

JTH, LLC
PO Box 1443
Corrales, NM 87048

Attachments:

- Exhibit I Request for Reimbursement of Excess Credits
- W-9

0000275



Request for Supplier Information

SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

R. Scott Grady

BUSINESS NAME/ disregarded entity name, if different from above.

JTH, LLC

PRIMARY ADDRESS (number, street, and apt or suite no)

P.O. Box 1443

REMITTANCE ADDRESS (number, street, and apt or suite no)

P.O. Box 1443

CITY, STATE, and ZIP CODE

Corrales, NM 87048

REMITTANCE CITY, STATE, and ZIP CODE

Corrales, NM 87048

PHONE

505-975-1502

EMAIL ADDRESS

rvsg7@rayleehomes.com

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

585-94-1664

20-1897576

Empty tax ID boxes

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP

TRUST/ESTATE

LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSTRUCTIONS)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

R. SOH GRADY

DATE

1-22-19

PRINT NAME

TITLE

Manager member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

Women Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

None of the Categories Apply

Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

- American Indian or Alaska Native
Asian
Black or African American
Hispanic
Native Hawaiian or Other Pacific Islander
Two or more races
White

0000278

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepta

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

Provide an "Order From" Email Address:

Lori Romero

From: Biazar, Shahab
Sent: Friday, February 01, 2019 10:22 AM
To: Campbell, David S.; Williams, Brennon
Cc: Montoya, Lucinda
Subject: Weekly Report
Attachments: WeeklyReport_01Feb2019.docx

Hi,

Attached please find my weekly report

Thanks and have a wonderful weekend.



SHAHAB BIAZAR, P.E.
city engineer
development review services
o 505.924.3999
e sbiazar@cabq.gov
cabq.gov/planning

0000279

Development Review Services

Weekly Status Report February 01, 2019

At the January 30th Meeting the DRB approved 4 cases, deferred 2, 1 was deferred prior to the hearing by the applicant and gave comments on 1 sketch plat = 8 cases. The approved included 2 Infrastructure list extensions on the west side (to allow more time to start and complete construction and 1 final plat for a phase in Mirehaven subdivision (87 lots) for Pulte.

The Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) is an incentive program that encourages communities to adopt floodplain management activities that exceed the minimum requirements for FEMA's National Flood Insurance Program (NFIP). We might be getting better rating with our latest CRS package submittal to FEMA. Better rating provide higher discounts on flood insurance for the Albuquerque residence who will have to carry flood insurance.

Bernalillo County's Sunport Blvd. Plans came in for 60% DRC Review. (This is the portion of Sunport Blvd. from west of Broadway Blvd. to I-25.) Most of this is within DOT or County right-of-way although the signalization and some storm drain is expected to be maintained by the City of Albuquerque.

We met with Elias Archuleta and Kevin Grovet of Bernalillo County on Jan. 28th, 2019 to discuss the Memorandum of Understanding between the City and County on Capital Improvements Projects. There were minor edits to the document which were addressed, and the County still needs to provide some minor language on their procedures for the document. This is to eliminate fees and other agreement between City and County when working in each other's jurisdictions. The agreement will have to be approved by the County Commission.

Coors Village 3A and 3B (550992) from Tierra West was submitted to DRC for preliminary review. A Financial Guaranty request was also submitted for this project. This project includes substantial improvements to Coors, Miline, and Western Trail. A retirement facility and Presbyterian facilities are being constructed as part of the new development within this area.

Sawmill Crossing Unit 2 (at Aspen west of 12th Street, DRC 617588) - there was a temporary emergency access shown on the plat in addition to the main entrance. What has been constructed as part of this temporary access is a gate although there was no curb cut or railroad crossing for the private railroad in front of the gate. Additionally, following work order, there had been some grading done and landscaping rocks placed behind the gate which creates a definite obstacle for the emergency vehicles. (The railroad crossing belongs to the DOT and is required to be kept in place. DOT would require the City to go through them for design purposes.) Due to the challenges/obstacles presented for the temporary emergency access, an

alternate access is proposed on the south end where the only physical barrier is a chain-link fence. (A public access easement is in place for emergency access on the south end.) This area would be much less costly to modify. This issue was brought up by the Fire Department in response to the Neighborhood Association complaints to Isaac Benton of City Council after a SWAT standoff which blocked off the main entrance. Last year the same neighborhood association had expressed that they did not want the temporary access at all and were coordinating with Tom Menicucci to eliminate it if possible.

DPM Executive Committee

Meeting with Environmental Health, Mikaela and Legal concerning a proposed request (landfill gas buffer area/mitigation) that may be submitted to the Committee by Environmental Health. The language currently resides in the IDO.

Tony is working with staff on edits to various Chapters and/or Sections (proposed Chapters 4, 6

Impact Fees

Tony met with Scott Grady (SLG, LLC), Rex Wilson (Paul Allen Homes) and Four Hills Ranch Investments, LLC (by phone on a different day) concerning their requests for reimbursement of excess open space impact fee credits. The Attorney for Scott Grady and Rex Wilson will be submitting a letter on Friday (today) concerning the delay in their requests. It will probably contain language related to contractual obligation and maybe the threat of litigation.

Tony had a meeting with Patrick Montoya (DMD), Kevin Sourisseau (DMD), Christine Ching (DMD) and Kevin Morrow (Legal) to discuss naming conventions for headings (encumbered and unencumbered) in the monthly Financial Status Report that is prepared by DMD. In addition, there was discussion regarding the current accounting procedures for encumbering impact fee funds. It was decided that simply changing heading names would make no difference in the way the City encumbers any type of funds. It was also decided by DMD Fiscal to not change current accounting procedures. This would affect accounting City wide, not just impact fees. It was reiterated that the only way to truly encumber any type of funds by traditional accounting methods, including impact fees, is by contractual obligation. DMD will be working on that.

Lori Romero

From: Cathy Davis <cathy@huntedavislaw.com>
Sent: Friday, February 01, 2019 2:15 PM
To: Loyd, Tony J.
Cc: Morrow, Kevin A.
Subject: Reimbursement for Excess Credits
Attachments: 20190201paulallenhomes.pdf; 20190201SLG.pdf

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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0000282

Lori Romero

From: Loyd, Tony J.
Sent: Friday, February 01, 2019 2:33 PM
To: Campbell, David S.
Cc: Biazar, Shahab
Subject: FW: Reimbursement for Excess Credits
Attachments: 20190201paulallenhomes.pdf; 20190201SLG.pdf

Hi David,

See attached. Do you want me to process their requests or am I still in a holding pattern?

Thanks – Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Cathy Davis [<mailto:cathy@huntedavislaw.com>]
Sent: Friday, February 1, 2019 2:15 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Cc: Morrow, Kevin A. <kmorrow@cabq.gov>
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
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=====
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0000284

Lori Romero

From: Campbell, David S.
Sent: Friday, February 01, 2019 3:24 PM
To: Loyd, Tony J.
Cc: Biazar, Shahab
Subject: Re: Reimbursement for Excess Credits

Hold. we'll talk Monday

Sent from my iPhone

On Feb 1, 2019, at 2:32 PM, Loyd, Tony J. <TLoyd@cabq.gov> wrote:

Hi David,

See attached. Do you want me to process their requests or am I still in a holding pattern?

Thanks – Tony

<image001.jpg>

TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

From: Cathy Davis [<mailto:cathy@huntedavislaw.com>]
Sent: Friday, February 1, 2019 2:15 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Cc: Morrow, Kevin A. <kmorrow@cabq.gov>
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

<20190201paulallenhomes.pdf>

<20190201SLG.pdf>

0000286

Lori Romero

From: Loyd, Tony J.
Sent: Friday, February 01, 2019 2:34 PM
To: 'Cathy Davis'
Cc: Morrow, Kevin A.
Subject: RE: Reimbursement for Excess Credits

Thanks Cathy. I'll keep you posted.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Cathy Davis [<mailto:cathy@huntedavislaw.com>]
Sent: Friday, February 1, 2019 2:15 PM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Cc: Morrow, Kevin A. <kmorrow@cabq.gov>
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000287

Lori Romero

From: Vinny Perea <vperea@tierrawestllc.com>
Sent: Tuesday, February 05, 2019 7:51 AM
To: Avi Schlesinger (avi@asrealtyinvestors.com); adam@asrealtyinvestors.com; Jim Trump (jim@samgt.us); danielle.salazar@jaynescorp.com
Cc: Ron Bohannon; Loyd, Tony J.; Vonderhaar, Ronald L.
Subject: Central Desert Hospital - Impact Fees

Good Morning All,

Shown below are the EMS Impact Fees calculated that will need to be paid upon release of the building permit for Central Desert Hospital in the Renaissance Center (BP-2018-39918), this totals \$4,148.98. Ron Bohannon had previously discussed trip generation reductions for the road and drainage impact fees with the Impact Fee Administrator, Tony Lloyd, who concurred that the EMS fees will be the only fees needed to be paid.

Tony and Ron V., please let us know if any corrections of the fee amount mentioned needs to be corrected or adjusted.

Impact Fees				
ABQ-HCP (2018)	Land Use	Service Area	Service Unit	# of
Roads Impact Fees	Public/Institutional	N/A	1,000 SF	
Drainage Impact Fees	N/A	Central City	Impervious Acres	
Fire Impact Fees	Public/Institutional	N/A	1,000 SF	
Police Impact Fees	Public/Institutional	N/A	1,000 SF	
Park Impact Fees	Public/Institutional	N/A	1,000 SF	
Open Space Impact Fees	Public/Institutional	N/A	1,000 SF	
Trail Impact Fees	Public/Institutional	N/A	1,000 SF	
Total Impact Fee				

Thanks,

Vinny Perea

Engineer Intern, EIT

Tierra West, LLC

5571 Midway Park Pl. NE

Albuquerque, NM 87109

Office: (505) 858-3100

Fax: (505) 858-1118

1-800-245-3102

<https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.tierrawestllc.com&umid=597D4943-8126-B605-B531-2995F08A1244&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-5204eed6a1ee1847852a382def5ed0242e1b0813>

0000288

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0000289

Lori Romero

From: Montoya, Lucinda
Sent: Monday, February 04, 2019 7:40 AM
To: Campbell, David S.; Williams, Brennon
Subject: Planning Dept. Weekly Report 020119 - Updated with UD&D
Attachments: Planning Dept. Weekly Report 020119.docx

0000290

PLANNING DEPARTMENT
WEEKLY REPORT
1/28/19 – 2/1/19

ADMINISTRATION

➤ Meetings:

- Attended NAIOP Real Estate Development Group Meeting
- Meeting with Stride, Inc. to discuss zoning and the IDO
- Met with Scott Throckmorton
- Meeting with Noah Sapir to discuss Hazeldine property
- Meeting with Harry Relkin
- Met with AMAFCA to discuss Eastern and Alvarado
- Meeting with Dekker Perich Sabatini to discuss Kirtland AFB Enhanced Use Lease
- Attended Thrive in Albuquerque: How to Start & Sustain Your Business Seminar
- Presenter at Albuquerque Academy's Career Day
- Attended Public Works INFRA Grant Meeting
- Met with Herb Denish & Ed Garcia to discuss proposed soccer stadium
- Met with eScooter providers
- Attended Gary Oppedahl Session
- UNM Legal Mediation Training

➤ City Meetings:

- eScooter Briefing
- Attended Finance & Government Operations Meeting
- Met with OEM Director to discuss medical countermeasures
- Met with staff to discuss Quail Ranch
- Bi-weekly meeting with COO, Rael
- FY20 Proposed Budget Draft Review Meeting
- Attended Sustainability Working Group Meeting
- Meeting with staff to discuss Small Cell Applications
- Meeting with staff to discuss Common Ground/Civic Leadership Academy project

AGIS

- **IDO:** AGIS is mapping a batch of 80 properties that requested to participate in the IDO follow-up zone conversion process. So far, there are approximately 130 properties that have qualified to participate in this process.
- **311 Dashboard:** AGIS staff assisted Brittany Ortiz in preparing the ArcGIS Online dashboard displaying 311 cases across 6 different categories: missed trash, large item pick-up, abandoned vehicles, animal welfare field dispatch, graffiti, and recycle/trash cart requests. Although Brittany prepared and presented the dashboard, AGIS staff was hard at work this week preparing the data so it rendered correctly on the map and dashboard. There were issues with the large quantity of data displaying on the dashboard and we needed to troubleshoot and figure out a way for it to work smoothly. If it is decided to go forward with this dashboard, a process needs to be developed to automate the mapping and transferring of 311 data to the correct format.

- **2018 Aerials**: AGIS finished processing the 2018 aerials and made it available on the internal interactive map viewers and for GIS users across the City using ArcMap.
- **DTI Support**: DTI's GIS staff member is currently on leave for the next 3 months, therefore AGIS has been picking up some of those GIS IT related tasks that would normally be handled by DTI. Some tasks include making the 2018 aerials available on the interactive viewers and troubleshooting the viewers and services.
- **City Council**: AGIS is assisting a consultant for Councilor Harris (Sageland Solutions) regarding Open Space around the Tijeras Arroyo.
- **Advanced Map Viewer Training**: AGIS is providing Advanced Map Viewer Training to other Divisions in planning to assist with their processes. Training was conducted this morning for Code Enforcement front counter staff and upcoming training will be scheduled for Real Property and Building Safety.
- **Mapping Planning Review Team Meetings**: AGIS completed mapping locations of PRT projects. A demonstration was conducted this morning showing this new layer and discussions regarding where to display this information and how to continue maintaining this layer.

BUILDING SAFETY

ISSUES FOR IMMEDIATE ATTENTION

- **POSSE/LMS**: The POSSE database move seems to be working fine but Business Registration data input errors and excess renewals have hung up the process servicer twice this week.
- The conference call with Ted Meeham to discuss the LMS Mobile app issue did not go well. Tim and I were expecting to discuss a negotiated price to migrate to IOS but we only received additional justification for abandoning the Windows platform and the price will remain \$20K. I informed Ted that was not acceptable and he needed to take the issue to his management. If Ted does not return with an answer next Wednesday I will take the question to his superiors.
- ePlan has been running extremely slow, due to DTI's host server failures. After several attempts Tim believes that Ira has moved the pdox sql server to an appropriate location. We will see.
- Pat Ortiz attended the PRT for The Albuquerque Indian Center at 105 Texas St SE, Albuquerque, NM 87108, which is the site for the new project to provide housing for homeless individuals and couples. They were talking about going back to considering RV's rather than the detached bedrooms, which will remove Building Safety from the process other than the commons building.
- A correction notice was issued at the Roller Skate building at 400 Paisano NE due to a large piece of concrete that has broken apart from the main structure but is still connected by post tension cables. The hazard is the possibility of falling concrete striking someone.
- After several communications with TopGolf, they submitted their application for building permit this week.

ACTIVITIES COMPLETED THIS WEEK

- The drone user group meeting for the City of Albuquerque was very helpful. We learned a few things to help us and received commitments from EHD to assist with our project. Javier is scheduled to attend drone pilot training in early February.
- We met with the architect's team, Jim Hinde, and Lt. Chinchilla to discuss the Sunport admin renovation. The Lt. agreed that fire sprinklers were not required but further discussion was held on future plans to protect the building were discuss.
- Hearing officer training was postponed.
- We met with representatives from DR Horton and they have released the majority of its plan permitting staff, reducing to 1 member handling permitting/drafting, Christopher Montano

- City energy code committee met again this week. The review of the differences in the residential code are completed and they began to look at the commercial codes.

Work Status

Complaint Cases:

- A permit was obtained to resolve the case at 2120 High St SE
- Two cases were scheduled for bond arraignment at metro court and both resulted in failures to appear, 3509 Sierra Rica and 1020 20th St NW
- 3 more criminal complaints were submitted this week, 7550 pan American NE, 12804 Piru SE and 3911 Rio Grande NW

Projects of Interest:

- A frame re- inspection was done for the Montessori school building at 9300 Holly Ave NE.
- The monolithic slab for Building A was inspected at the multi-building storage facility complex going in at 5124 2nd St NW.
- Framing and insulation inspections were done for an auto repair shop being built at 5111 Wilshire Ave NE.
- At the Toys R Us building which is being renovated into a Chuz Fitness facility, more seismic ceilings have been inspected throughout the building and wallboard was inspected at the walls and ceilings of the pool and spa areas. The address is 7400 Indian School Rd NE.
- The west side retaining wall footings and the patio footings were inspected for Building A at the senior living apartment complex going in at 5710 Avalon Rd NW.
- An approval was given for a 30 day temp c of o for the Arco storage facility at 1911 Ladera NW.
- 111 3rd St NW, AT&T, New ducting on 7th, 5th, 4th and 3rd floors. Partial heating top out
- 1401 Woodward SE, Hotel, Working on fire and water yard lines.
- 1909 BELLAMAH AV NW, Sawmill Market Phase 1 Shell, Sewer and grease yard lines complete to 1st bldg., Underground gas stub outs partially passed from inside to outside of building
- 1909 Bellamah NW, Eric Haskins requested a meeting concerning his project the Sawmill Market. He had questions on a 2 hour fire separation wall and its connection to structural elements. The elevator inspectors had some question on the shaft on the elevator, and the material that was to be used. Both items were resolved and the project is back in for review of the changes.
- 5307 4th St. \$2,500,000.00. The project is in customer possession as of 11/14/18, revisions are needed. Restaurant demolition and rebuild.
- 6501 Palomas Ave NE \$25,150,000. Project is back in for review of correction as of 1/28/19. Dept.'s that need to review are Hydrology, Fire, IBC, zoning, Plumbing, Mechanical.
- 1525 Renaissance Blvd. \$6,185,000.00. Project is in for review 3rd time as of 11/28/19. Hydrology-disapproved. Solid Waste and Zoning is assigned.
- 4101 Jefferson Plaza NE, 2,650,000.00: Project is in customer possession as of 1/22/19.
- 1100 Central Ave SE. \$7,000,000.00. Project is in customer's possession, Dekker Perich Sabatini as of 8/30/18. Revisions needed in Fire. Project is expired and customer will let us know if they want to cancel or reinstate it.
- 1401 Wyoming Blvd. NE, \$1,487,652.00 – Maverick: Fastrax project 1st review is complete and is in customers hands as of 1/24/19 to address the questions.
- 1511 Broadway SE: A final electrical inspection was done for Nexus Blue Smokehouse
- 9310 Coors NW Albuquerque ER and Medical: The electrical is ¾ complete,

Total Weekly Statistics

	Permits Issued	Inspections Conducted
Building	314	689
Electrical	235	514
Plumbing/Mechanical	348	818

Permit applications \$500K and greater:

Total: \$36,950,000

<u>Address</u>	<u>Description</u>	<u>Type of Structure</u>	<u># of Units</u>	<u>Project Value</u>	<u>Sq. Ft.</u>	<u>Applicant Name</u>
4001 COORS BLVD NW, Albuquerque	Commercial	New Building		\$1,000,000	4491	Don Ikeler
7000 HUSEMAN PL SW, Albuquerque	Commercial	New Building		\$1,800,000	14682	Weldon C & Deborah K Good
6501 PALOMAS AV NE, Albuquerque	Commercial	Multiple Family Buildings	174	\$25,150,000	179357	CRP-GREP Overture Albuquerque Owner, L.L.C.
1600 DESERT SURF CIR NE, Albuquerque	Commercial	New Building		\$9,000,000	48295	Top Golf

Newly permitted projects \$500K and greater: Total: \$19,826,310

<u>Address</u>	<u>Description</u>	<u>Type of Structure</u>	<u>Project Value</u>	<u>Sq. Ft.</u>	<u>Applicant Name</u>
2200 SUNPORT BLVD SE, Albuquerque	Commercial	Alterations	\$ 1,294,936.00	3731	City of Albuquerque-Aviation Department
1101 CENTRAL AV NE, Albuquerque	Commercial	New Building	\$ 14,211,374.00	90450	TITAN DEVELOPMENT
1100 CENTRAL AV SE, Albuquerque	Commercial	Alterations	\$ 1,800,000.00	3660	Presbyterian Hospital
1100 CENTRAL AV SE, Albuquerque	Commercial	Alterations	\$ 2,000,000.00	11279	John Laur
5400 GIBSON BLVD SE, Albuquerque	Commercial	Alterations	\$ 520,000.00	25917	Nadine Martinez-Daskalos

C of O's issued \$500k and greater: Total: \$600,900

<u>Address</u>	<u>Description</u>	<u>Type of Structure</u>	<u>Project Value</u>	<u>Sq. Ft.</u>	<u>Applicant Name</u>
6205 CENTRAL AV NW, Albuquerque, NM	Shell Building		\$ 600,900	14124	COSME JAQUEZ

ACTIVITIES TO BE STARTED NEXT WEEK

- POSSE development to continue.
- I will meet to discuss the community center at 509 Cardenas SE.
- Council questions will be completed.

Vacancy Status				
Position	Incumbent	Status	Status Date	Vacated
M-13 Senior Administrative Assistant	Jason Candelaria	Santana Brown is the selected candidate and will start on 2-19-19.	31 Jan. 19	23 Nov. 18
Building Safety Supervisor – Electrical	Steve Horton	A selection has been made and has been submitted to HR for processing and approval.	31 Jan. 19	09 Nov. 18
Plumbing/Mechanical Inspector	Dave Bachman	Interviews were conducted this week. Currently processing paperwork for the candidate that was selected.	31 Jan. 19	3 Sep. 18
Planning Assistant II	Nicole Valliancourt	Applications are currently under review and interviews will be scheduled for next week.	31 Jan. 19	28 Dec. 18
Construction Plan Examiner	Patricia Ortiz	Position is currently posted and will close on 2-5-19. Two applications have been received, and early next week, I will check to see if any additional applications have been submitted.	31 Jan. 19	04 Jan. 19

CODE ENFORCEMENT

Division	Code Enforcement	Project Manager	Jacobo Martinez	Date	01-Feb-19
Project Health Card				Green	
Employment	Green	One M-14 will be starting on February 4th			
Posse	Green	Nothing new to report			
Emergency Minor Home Repair	Green	Have a meeting set up with Ralph Garcia who is the Construction Supervisor Senior Home Services Program to discuss formalizing a relationship with CE and Senior Services regarding the two grants. Meeting will be on February 5th, 2019.			
Start property investigation system project	Green	<p>Mr. Soriano and Ms. Ahgar have sent a memo in order to foreclose on 4 properties. 224 Aspen Av NW - Structure was demolished in June of 2018, total amount of liens owed is \$32,213.68. NAO filed 6/2/2015</p> <p>11705 Rosemont Av NE – NAO filed 05/20/2015, total amount of liens owed \$4,070 (BEFORE INTEREST & Filing Fees (still collectable), \$436.23 has expired as of today (1/28/2019), with \$1,950 in danger of expiring April 17th and September 11th of 2019.</p> <p>237 Virginia St NE – NAO filed 1/30/2017- Liens owed \$695 (before interest, filing and processing fees), owner is deceased, family has no interest in the property, refuses to go into probate for the property. No other method to BIC property as there are no members of family whom want to take control.</p> <p>225 Virginia St NE – NAO filed 08/12/2013 – Liens owed \$550 (before interest, filing and processing fees). \$2,275 has already expired with the remaining owed set to expire in June and August of 2019. Property owes a significant amount of State Taxes (30k), has been a nuisance for the surrounding community since 2013. State will cease all case's until we foreclose, which would mean a much faster turnaround for the property.</p>			
Real Property Information System	Green	Mr. Griego and team are working on this system.			
Uniform Housing Code	Green	Met with Mr. Coon who will be the new city legal representative for Code Enforcement. Discussed with Mr. Coon the need to start taking violations through our civil process as well making clear emergency abatement in the code			
Morale Committee	Green	Nothing new to report			
Sharepoint Communication Web Page		Continue to share information on sharepoint. Created a tab that is specific to the IDO interpretations and issues as well as the Code Enforcement Strategic Plan and the Uniform Housing Code.			
Business Registration	Amber	Nothing new to report	0000295		
Number of Liens	Green	Nothing new to report			

Volunteer Committee	Green	Working on curriculum for adults and youth concerning code violations
Strategic Planning Committee	Green	Working on time table for the strategic plan as well as set up meetings with Sub Area Commands in order to discuss hand offs of critical information

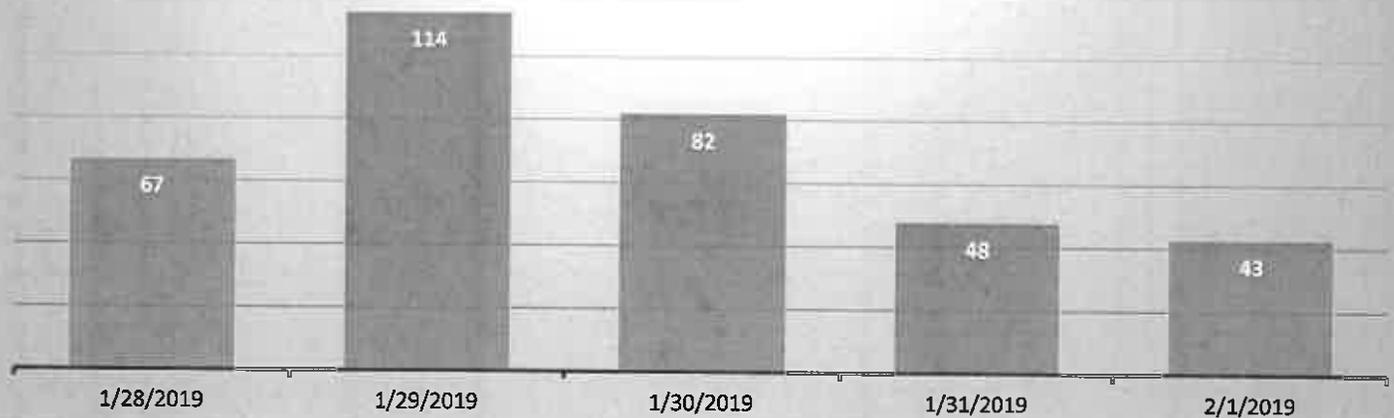
Project Schedule

No	Task	Start	Finish	Progress	Projected Date	Concerns
1	Mapping Substandard Properties	09-Oct-18		100		No
2	CE Reorganization	18-Jun-18		85		No
3	Business Registration	08-Jun-18		70		No
4	Sharepoint Intranet Communicatuon system	10-Oct-18		100		No
5				100		

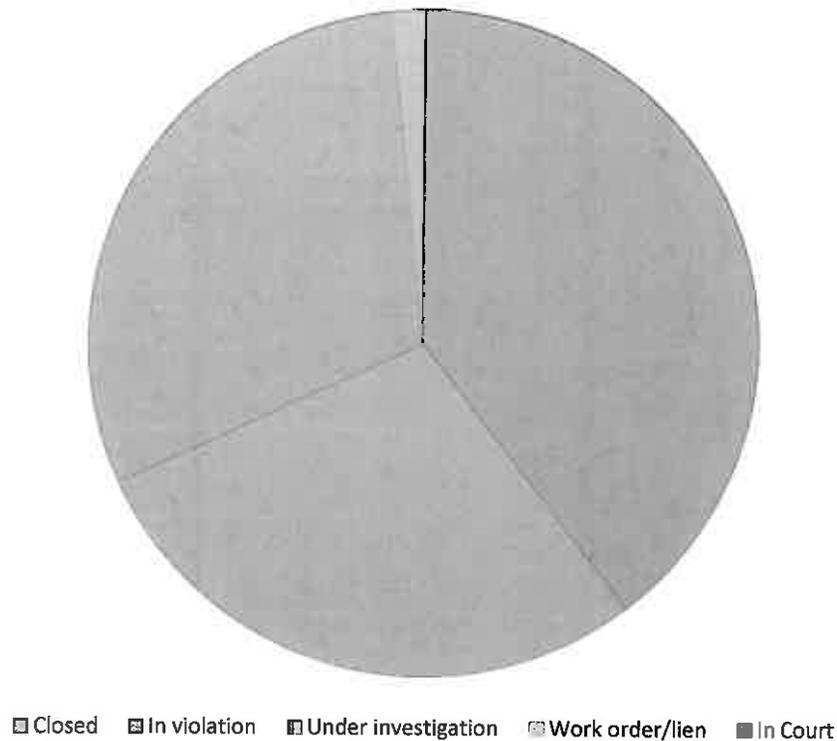
High Profile CE Cases and Other Notes

No	Type	Description	Status	Owner	Due
1					

Number of cases worked



Status



BUILDING & DEVELOPMENT SERVICES

- At the January 30th Meeting the DRB approved 4 cases, deferred 2, 1 was deferred prior to the hearing by the applicant and gave comments on 1 sketch plat = 8 cases. The approved included 2 Infrastructure list extensions on the west side (to allow more time to start and complete construction and 1 final plat for a phase in Mirehaven subdivision (87 lots) for Pulte.
- The Federal Emergency Management Agency's (FEMA) **Community Rating System (CRS)** is an incentive program that encourages **communities** to adopt floodplain management activities that exceed the minimum requirements for FEMA's National Flood Insurance Program (NFIP). We might be getting better rating with our latest CRS package submittal to FEMA. Better rating provide higher discounts on flood insurance for the Albuquerque residence who will have to carry flood insurance.
- Bernalillo County's Sunport Blvd. Plans came in for 60% DRC Review. (This is the portion of Sunport Blvd. from west of Broadway Blvd. to I-25.) Most of this is within DOT or County right-of-way although the signalization and some storm drain is expected to be maintained by the City of Albuquerque.
- We met with Elias Archuleta and Kevin Grovet of Bernalillo County on Jan. 28th, 2019 to discuss the Memorandum of Understanding between the City and County on Capital Improvements Projects. There were minor edits to the document which were addressed, and the County still needs to provide some minor language on their procedures for the document. This is to eliminate fees and other agreement between City and County when working in each other's jurisdictions. The agreement will have to be approved by the County Commission.
- Coors Village 3A and 3B (550992) from Tierra West was submitted to DRC for preliminary review. A Financial Guaranty request was also submitted for this project. This project includes substantial improvements to Coors, Miline, and Western Trail. A retirement facility and Presbyterian facilities are being constructed as part of the new development within this area.

- Sawmill Crossing Unit 2 (at Aspen west of 12th Street, DRC 617588) - there was a temporary emergency access shown on the plat in addition to the main entrance. What has been constructed as part of this temporary access is a gate although there was no curb cut or railroad crossing for the private railroad in front of the gate. Additionally, following work order, there had been some grading done and landscaping rocks placed behind the gate which creates a definite obstacle for the emergency vehicles. (The railroad crossing belongs to the DOT and is required to be kept in place. DOT would require the City to go through them for design purposes.) Due to the challenges/obstacles presented for the temporary emergency access, an alternate access is proposed on the south end where the only physical barrier is a chain-link fence. (A public access easement is in place for emergency access on the south end.) This area would be much less costly to modify. This issue was brought up by the Fire Department in response to the Neighborhood Association complaints to Isaac Benton of City Council after a SWAT standoff which blocked off the main entrance. Last year the same neighborhood association had expressed that they did not want the temporary access at all and were coordinating with Tom Menicucci to eliminate it if possible.

DPM Executive Committee

Meeting with Environmental Health, Mikaela and Legal concerning a proposed request (landfill gas buffer area/mitigation) that may be submitted to the Committee by Environmental Health. The language currently resides in the IDO.

Tony is working with staff on edits to various Chapters and/or Sections (proposed Chapters 4, 6)

Impact Fees

Tony met with Scott Grady (SLG, LLC), Rex Wilson (Paul Allen Homes) and Four Hills Ranch Investments, LLC (by phone on a different day) concerning their requests for reimbursement of excess open space impact fee credits. The Attorney for Scott Grady and Rex Wilson will be submitting a letter on Friday (today) concerning the delay in their requests. It will probably contain language related to contractual obligation and maybe the threat of litigation.

Tony had a meeting with Patrick Montoya (DMD), Kevin Sourisseau (DMD), Christine Ching (DMD) and Kevin Morrow (Legal) to discuss naming conventions for headings (encumbered and unencumbered) in the monthly Financial Status Report that is prepared by DMD. In addition, there was discussion regarding the current accounting procedures for encumbering impact fee funds. It was decided that simply changing heading names would make no difference in the way the City encumbers any type of funds. It was also decided by DMD Fiscal to not change current accounting procedures. This would affect accounting City wide, not just impact fees. It was reiterated that the only way to truly encumber any type of funds by traditional accounting methods, including impact fees, is by contractual obligation. DMD will be working on that.

METROPOLITAN REDEVELOPMENT

Railyards

- Construction and property management has transitioned to Ed. Questions regarding the budget, schedule, and status update for the city's improvements for the site should be directed to Ed Adams.
- The Leland/Sites Southwest contract has commenced. They will be here for a site visit March 19-21 and meeting with a variety of stakeholders. We hope to schedule a time with the executive team, pending your availability.
- Barelás Neighborhood Association, South Broadway Neighborhood Association, and Vision Zero Albuquerque, are hosting a Community Conversation and Workshop addressing responsible and dynamic redevelopment at the historic Railyards site. Some participants will have recently attended the Creative Place Making Conference and they will use the following themes for discussion in breakout sessions: authenticity, place making + belonging, access, and the (In)visible. I am working with Claudia

to confirm the Mayor's attendance to make opening remarks. CABQ staff will make a brief presentation and participate in the community lead workshop.

- James Aranda will be having informal coffee chats with key influencers in the neighborhoods. The main goal is to build a trusting relationship but to also feel opportunities and concerns moving forward. The list of stakeholders is attached.

Innovate Brownfield

- Staff have been in long term discussions with Innovate to provide a Brownfield Clean-Up loan to Innovate for the remediation of lead based paint, pigeon droppings, and asbestos in the First Baptist Church. These are funds in our Brownfield revolving loan fund that was originally funded by EPA. We currently have approximately \$225,000 that needs to be appropriated. These were funds that were paid back from a loan to Andaluz. We cannot award the loan to Innovate until these funds have been appropriated. Would the administration consider sending a special appropriation forward to council?

MR Expansions

- MR has received several requests to expand MR areas.

West Central

- Councilor Pena has requested that we expand the area to include an additional 20 acres on the southwest corner of Central and Unser. This area has struggled to develop. Lowes owns 16 acres and is trying to sell the property.

Old Albuquerque High School

- Rob Dickson has requested that we expand the Old ABQ High MRA to include the Pop Taco site at the Corner of Edith and Central. To make a contiguous expansion, we would need to include the library. Rob is also requesting that the city provide a subsidy for a 50-unit apartment project at this site. We are working with DMD to determine answer some legal and accounting questions.

East Gateway

- The owner of the parcel located on the northwest corner of Juan Tabo and I-40 (currently an Olive Garden) has requested an expansion of the MRA area to incorporate the whole lot. The boundary runs through the middle of the lot. They plan on building a new Olive Garden, hotel, and retail.

MR Fee

- The discussion of charging a fee on MR bonds was tabled at the last ADC meeting. Does the administration want to proceed?

MR Current Projects

Under Construction	Pre-Development	Pipeline	Policy/Plans
De Anza	Rail Yards	First/Silver	Rail Corridor
Zoccolo	Bank of the West	Civic North	MRA Bond Fee
Sawmill	Unser and Central	501 Central	
	Titan- Highlands North- MR Bonds		
	Titan- Springfield Suites- MR Bonds		
	Titan- Nob Hill- MR Bonds		
BACK BURNER- These projects are on hold due to capacity			
			North 4 th MR Plan
			Route 66 Toolkit

Barelas NA

- Andrea, Chair
- Alicia Romero, Secretary

South Broadway NA

- Eddie Garcia (RYAB)
- Frances Armijo, Co-Chair

San Jose NA

- Ester

BCC

- Alejandro Saavedra, Chair
- Bernadette Garcia de Rodriguez, Vice Chair
- Onastine Jaramillo, Executive Director

Diane Dorn Jones

Rep. Gail Chasey

Eric Griego (RYAB)

Ron Romero (RYAB)

Ike Benton (RYAB)

Comm. Steven Michael Quezada (RYAB)

Rep. Miguel Garcia (RYAB)

Rep. Javier Martinez (RYAB)

Sen. Michael Padilla (RYAB)

REAL PROPERTY

General Information/Meetings.

1. Real Property Ordinance – Circulating for signatures
2. Hazeldine Lot – Met with property owner, preparing a purchase agreement to present.
3. Property Search – APD 35,000 sq. ft. building.
4. Property Search – Environmental Health.
5. 60th and Central Acquisition – Chris Melendrez agreed to draft a disclosure statement for Councilor Pena. We will close immediately after that has occurred.

Sales/Disposition

1. Corona/Ouray (DMD) – In process of closing.
2. 821 Santa Fe (FCS) –Purchase agreement is routing for signatures.
3. Glenwood Point Condo encroachment – Negotiating with Assoc.
4. Tower and 97th (DMD) – Pending introduction to Council since 11/28/2018.
5. Menaul Dam Remnant (DMD) – Introduced to Council, Pending FIGO.
6. Shiprock Court/Volcano Cliffs (DMD) – RFP closed. Appraisal \$3,200, accepted bid of \$4,005. Purchase Agreement under review with buyer.
7. Yucca & Central (DMD) - Introduced to Council, FIGO referred to Council for approval.
8. Old Fire Station #2 (AFR) – Advertising \$480,000, RFP closes February 28th.

Acquisitions

1. 60th/Central (Pena) – Offer accepted \$42,000.00.
2. Cardenas St. NW (FCS) – Department wants to pursue acquisition. Making contact with bank.
3. Hazeldine Lot – Met with property owner, preparing a purchase agreement to present.

Rights of Way

1. Westside project - 19 TCPs and 2 takes. Sending offer letters, 1 appraisal pending.
2. 12th and Menaul Roundabout – 6 appraisal reports received, preparing offer letters.
3. Working with APS to vacate a portion of San Mateo, and resolve a row ownership issue on Paseo del Norte.

4. Iron ROW project – MOU in process.

ART

1. 600 Central Avenue SE –Legal action in process for inverse condemnation.
2. Tecolote, 4208 Central Ave. (Conns Furniture) property in condemnation process.
3. Bandonie 2437 Central Ave. (Los Compadres Restaurant) property in condemnation process.
4. Alvarado Louisiana and Central (KFC) – property in condemnation process.
5. 5110 Central LLC (Castle Store) –owner went silent.

Leasing

1. Operating Engineers – Services in lieu of rent lease at CAO 12/8/2018. OE has issues with lease, matter assigned to Robert Sanchez, RP pending feedback.
2. DWI Seizure Lot – Lease expires 3/31/19 – Lease extension and option to purchase routing for signatures.
3. 700 4th St (FCS) –FCS attorney will take lead in litigation for breach of contract for City to obtain ownership of building.
4. Working with APS to renew inter-governmental agreements (i.e. Parks, Child Development Centers).

URBAN DESIGN & DEVELOPMENT

Past Week (28 January – 01 February)

IDO Civil Penalties

- Nick Bullock/Chris Melendrez drafted language that is under review by Planning Director.
- Long Range staff has edits. Sent to Deputy Director for his initial thoughts. Will now send to Kym/Jacobo/Russell and meet to discuss any changes needed. Potential to roll into IDO update as an amendment if so desired by Director/Administration – please provide direction.
RESULT: UD&D Manager is reviewing and will provide comments this week.

Common Ground / Civic Leadership Academy

- UD&D, ONC, and Common Ground working on putting together Focus Groups to ask about what content the community wants the Academy to cover.
RESULT: Long Range Manager putting together City staff focus group. Vicente putting together NA focus groups. Common Ground partners putting together other focus groups with community nonprofits.

DPM

- DPS has handed the InDesign document over to UD&D to finish (contact ended).
- UD&D needs up-to-date InDesign program to complete the work.
RESULT: Awaiting contract with TFOB for final review before sending to CAO.

Railyards:

- Printed set of the Railyards submittal sent to SHPO for final review.

Short Term Rental Task Force:

- Meeting #4 Tuesday afternoon (Deputy Director, Code Enforcement and UD&D Managers attend).
RESULT: Planning Dept. reps on the task force pushing to make any regulations as simple and straightforward as possible.

EPC Submittal Deadline for March:

- Thursday Noon

0000301

RESULT: Three zone changes submitted for March: Carlisle/Indian School (MX-L to MX-M), 98th/Gibson (PD to MX-M), and far North Alb. Acres (PD to R-1D)

Monterrey Motel:

- HP Senior Planner sent agent Rupaul Engineer information about landmarking.

IDO Phase 2 Conversion Outreach on KANW:

- UD&D Manager joined Michael Brasher Friday morning 6am – 8am at/on KANW to provide information and answer questions about the Know Your Zone Phase 2 Conversion process (with PIC Carmelina Hart).

RESULT: Five 20-45 second spots providing zoning and conversion information, including abc-zone.com plugs, were broadcast 6am - 8am and throughout Friday on KANW.

Coming Week (04 Feb - 08 Feb)

For Mayor/COO

Upcoming public outreach for Phase 2 zoning conversion:

- 2/1: Planning director emailed response to Loretta Naranjo-Lopez.
- 2/2: Academy Estates East NA - short presentation and assisting property-owners sign up for Phase 2 voluntary conversion.
- 2/6: Long Range staff meeting attending Huning Highlands NA meeting to help property owner's sign up for zoning conversion.
- 2/11: Long Range staff attending Silver Hills NA meeting to help property owner's sign up for zoning conversion.
- 3/7: UD&D staff attending MWG Community meeting (MWG, San Ignacio Church, 2nd Presbyterian, St. Paul Lutheran, and SBMT NA) to help property owner's sign up for zoning conversion (**confirmed at 1/25 meeting with MWG**).
- March: North Valley Coalition has asked staff to attend an upcoming meeting in March. Scheduling still to be finalized.

Board and Commission Training: UD&D staff of EPC, LC, and ZHE will attend this training either Monday or Tuesday afternoons.

Short Term Rental Task Force: Meeting #5 Tuesday afternoon.

Balloon Landing Sites: UD&D and Long Range Managers will participate in this City Council task force meeting on Wednesday.

EPC Commissioner Eyster: UD&D Manager and Assistant City Attorney DuBois will meet with new EPC Commissioner Gary Eyster Wednesday afternoon to provide training and answer questions.

LUHO: Thursday morning hearing of Eric Kilmer's appeal of the EPC's denial of a zone change at 5th/Constitution.

EPC Rules of Conduct: UD&D Manager and Assistant City Attorney will meet to update the Rules as directed by the EPC for discussion at the 14 Feb EPC hearing.

Phase 2 Conversion:

0000302

- Long Range Manager talked to 1 of 2 recommended survey vendors with Shahab. They will do title search, confirm boundaries, do the drawings that need to be submitted, get signatures from utilities and the City surveyor (everything needed for plat submittal). City staff will take it through DRB. We are sending them the properties we know about now so they can generate cost estimate.

- Will need Professional/Technical contracts with surveyor vendor, once we have estimates from both.
- Long Range is processing ~5 authorization forms per day; total for batch two is ~250 with three months to go.

Old Town Signage Regulations

- Jan. 28: Petra Morris, Council Services, visited UD&D to meet with Historic Preservation Senior Planner, Long Range staff, and Councilor Benton's policy analyst, Diane, to go over the draft sign regs based on Virtual Task Force work. Long Range staff reviewing and will send back to Petra.
- Updates are planned to go through prior to annual update. Petra had a good idea to make the effective date 6 months from now or when the IDO gets updated, whichever comes first, which would save us from having to publish an interim IDO draft. Updated signage regs will get intro'd at Council and then will need to go to LC, and then EPC, before heading back to Council.

Trainings/Conferences:

- National Placemaking Conference is being hosted in Albuquerque 6 - 8 February. UD&D is sending as many staff as possible. Cristina Rogers is organizer, and she's helping us out with comp'd and discounted registration.
- Rocky Mountain Land Use Institute March 6-8 in Denver. Don Elliot asked CABQ to be part of a panel on Comprehensive Plans. Long Range Manager will go. Work off-site request and travel request both submitted 1/24.
- National GARE membership meeting (ABQ is member jurisdiction of Government Alliance on Race and Equity) is being hosted in Albuquerque April 16-18. There are a limited number of free registrations each jurisdiction gets. We'd like to send as many of our staff as possible. This is a huge, big, key, important opportunity for the Planning Department and should be prioritized. Long Range Manger will be talking to Michelle Melendez about this.
- National APA Conference April 13-16. UD&D would like to send two Planners (Carrie and Cheryl) using money saved from E18 Planning Manager the budgeted salary difference between previous and current employee. Registration buys access to webinars once they are posted online.

PLANNING DEPARTMENT
WEEKLY REPORT
1/28/19 – 2/1/19

ADMINISTRATION

➤ Meetings:

- Attended NAIOP Real Estate Development Group Meeting
- Meeting with Stride, Inc. to discuss zoning and the IDO
- Met with Scott Throckmorton
- Meeting with Noah Sapir to discuss Hazeldine property
- Meeting with Harry Relkin
- Met with AMAFCA to discuss Eastern and Alvarado
- Meeting with Dekker Perich Sabatini to discuss Kirtland AFB Enhanced Use Lease
- Attended Thrive in Albuquerque: How to Start & Sustain Your Business Seminar
- Presenter at Albuquerque Academy's Career Day
- Attended Public Works INFRA Grant Meeting
- Met with Herb Denish & Ed Garcia to discuss proposed soccer stadium
- Met with eScooter providers
- Attended Gary Oppedahl Session
- UNM Legal Mediation Training

➤ City Meetings:

- eScooter Briefing
- Attended Finance & Government Operations Meeting
- Met with OEM Director to discuss medical countermeasures
- Met with staff to discuss Quail Ranch
- Bi-weekly meeting with COO, Rael
- FY20 Proposed Budget Draft Review Meeting
- Attended Sustainability Working Group Meeting
- Meeting with staff to discuss Small Cell Applications
- Meeting with staff to discuss Common Ground/Civic Leadership Academy project

AGIS

- IDO: AGIS is mapping a batch of 80 properties that requested to participate in the IDO follow-up zone conversion process. So far, there are approximately 130 properties that have qualified to participate in this process.
- 311 Dashboard: AGIS staff assisted Brittany Ortiz in preparing the ArcGIS Online dashboard displaying 311 cases across 6 different categories: missed trash, large item pick-up, abandoned vehicles, animal welfare field dispatch, graffiti, and recycle/trash cart requests. Although Brittany prepared and presented the dashboard, AGIS staff was hard at work this week preparing the data so it rendered correctly on the map and dashboard. There were issues with the large quantity of data displaying on the dashboard and we needed to troubleshoot and figure out a way for it to work smoothly. If it is decided to go forward with this dashboard, a process needs to be developed to automate the mapping and transferring of 311 data to the correct format.

- **2018 Aerials:** AGIS finished processing the 2018 aerials and made it available on the internal interactive map viewers and for GIS users across the City using ArcMap.
- **DTI Support:** DTI's GIS staff member is currently on leave for the next 3 months, therefore AGIS has been picking up some of those GIS IT related tasks that would normally be handled by DTI. Some tasks include making the 2018 aerials available on the interactive viewers and troubleshooting the viewers and services.
- **City Council:** AGIS is assisting a consultant for Councilor Harris (Sageland Solutions) regarding Open Space around the Tijeras Arroyo.
- **Advanced Map Viewer Training:** AGIS is providing Advanced Map Viewer Training to other Divisions in planning to assist with their processes. Training was conducted this morning for Code Enforcement front counter staff and upcoming training will be scheduled for Real Property and Building Safety.
- **Mapping Planning Review Team Meetings:** AGIS completed mapping locations of PRT projects. A demonstration was conducted this morning showing this new layer and discussions regarding where to display this information and how to continue maintaining this layer.

BUILDING SAFETY

ISSUES FOR IMMEDIATE ATTENTION

- **POSSE/LMS:** The POSSE database move seems to be working fine but Business Registration data input errors and excess renewals have hung up the process servicer twice this week.
- The conference call with Ted Meeham to discuss the LMS Mobile app issue did not go well. Tim and I were expecting to discuss a negotiated price to migrate to IOS but we only received additional justification for abandoning the Windows platform and the price will remain \$20K. I informed Ted that was not acceptable and he needed to take the issue to his management. If Ted does not return with an answer next Wednesday I will take the question to his superiors.
- ePlan has been running extremely slow, due to DTI's host server failures. After several attempts Tim believes that Ira has moved the pdox sql server to an appropriate location. We will see.
- Pat Ortiz attended the PRT for The Albuquerque Indian Center at 105 Texas St SE, Albuquerque, NM 87108, which is the site for the new project to provide housing for homeless individuals and couples. They were talking about going back to considering RV's rather than the detached bedrooms, which will remove Building Safety from the process other than the commons building.
- A correction notice was issued at the Roller Skate building at 400 Paisano NE due to a large piece of concrete that has broken apart from the main structure but is still connected by post tension cables. The hazard is the possibility of falling concrete striking someone.
- After several communications with TopGolf, they submitted their application for building permit this week.

ACTIVITIES COMPLETED THIS WEEK

- The drone user group meeting for the City of Albuquerque was very helpful. We learned a few things to help us and received commitments from EHD to assist with our project. Javier is scheduled to attend drone pilot training in early February.
- We met with the architect's team, Jim Hinde, and Lt. Chinchilla to discuss the Sunport admin renovation. The Lt. agreed that fire sprinklers were not required but further discussion was held on future plans to protect the building were discuss.
- Hearing officer training was postponed.
- We met with representatives from DR Horton and they have released the majority of its plan permitting staff, reducing to 1 member handling permitting/drafting, Christopher Montano

- City energy code committee met again this week. The review of the differences in the residential code are completed and they began to look at the commercial codes.

Work Status

Complaint Cases:

- A permit was obtained to resolve the case at 2120 High St SE
- Two cases were scheduled for bond arraignment at metro court and both resulted in failures to appear, 3509 Sierra Rica and 1020 20th St NW
- 3 more criminal complaints were submitted this week, 7550 pan American NE, 12804 Piru SE and 3911 Rio Grande NW

Projects of Interest:

- A frame re- inspection was done for the Montessori school building at 9300 Holly Ave NE.
- The monolithic slab for Building A was inspected at the multi-building storage facility complex going in at 5124 2nd St NW.
- Framing and insulation inspections were done for an auto repair shop being built at 5111 Wilshire Ave NE.
- At the Toys R Us building which is being renovated into a Chuz Fitness facility, more seismic ceilings have been inspected throughout the building and wallboard was inspected at the walls and ceilings of the pool and spa areas. The address is 7400 Indian School Rd NE.
- The west side retaining wall footings and the patio footings were inspected for Building A at the senior living apartment complex going in at 5710 Avalon Rd NW.
- An approval was given for a 30 day temp c of o for the Arco storage facility at 1911 Ladera NW.
- 111 3rd St NW, AT&T, New ducting on 7th, 5th, 4th and 3rd floors. Partial heating top out
- 1401 Woodward SE, Hotel, Working on fire and water yard lines.
- 1909 BELLAMAH AV NW, Sawmill Market Phase 1 Shell, Sewer and grease yard lines complete to 1st bldg., Underground gas stub outs partially passed from inside to outside of building
- 1909 Bellamah NW, Eric Haskins requested a meeting concerning his project the Sawmill Market. He had questions on a 2 hour fire separation wall and its connection to structural elements. The elevator inspectors had some question on the shaft on the elevator, and the material that was to be used. Both items were resolved and the project is back in for review of the changes.
- 5307 4th St. \$2,500,000.00. The project is in customer possession as of 11/14/18, revisions are needed. Restaurant demolition and rebuild.
- 6501 Palomas Ave NE \$25,150,000. Project is back in for review of correction as of 1/28/19. Dept.'s that need to review are Hydrology, Fire, IBC, zoning, Plumbing, Mechanical.
- 1525 Renaissance Blvd. \$6,185,000.00. Project is in for review 3rd time as of 11/28/19. Hydrology-disapproved. Solid Waste and Zoning is assigned.
- 4101 Jefferson Plaza NE, 2,650,000.00: Project is in customer possession as of 1/22/19.
- 1100 Central Ave SE. \$7,000,000.00. Project is in customer's possession, Dekker Perich Sabatini as of 8/30/18. Revisions needed in Fire. Project is expired and customer will let us know if they want to cancel or reinstate it.
- 1401 Wyoming Blvd. NE, \$1,487,652.00 – Maverick: Fastrax project 1st review is complete and is in customers hands as of 1/24/19 to address the questions.
- 1511 Broadway SE: A final electrical inspection was done for Nexus Blue Smokehouse
- 9310 Coors NW Albuquerque ER and Medical: The electrical is ¾ complete,

Total Weekly Statistics

	Permits Issued	Inspections Conducted
Building	314	689
Electrical	235	514
Plumbing/Mechanical	348	818

Permit applications \$500K and greater:

Total: \$36,950,000

<u>Address</u>	<u>Description</u>	<u>Type of Structure</u>	<u># of Units</u>	<u>Project Value</u>	<u>Sq. Ft.</u>	<u>Applicant Name</u>
4001 COORS BLVD NW, Albuquerque	Commercial	New Building		\$1,000,000	4491	Don Ikeler
7000 HUSEMAN PL SW, Albuquerque	Commercial	New Building		\$1,800,000	14682	Weldon C & Deborah K Good
6501 PALOMAS AV NE, Albuquerque	Commercial	Multiple Family Buildings	174	\$25,150,000	179357	CRP-GREP Overture Albuquerque Owner, L.L.C.
1600 DESERT SURF CIR NE, Albuquerque	Commercial	New Building		\$9,000,000	48295	Top Golf

Newly permitted projects \$500K and greater: Total: \$19,826,310

<u>Address</u>	<u>Description</u>	<u>Type of Structure</u>	<u>Project Value</u>	<u>Sq. Ft.</u>	<u>Applicant Name</u>
2200 SUNPORT BLVD SE, Albuquerque	Commercial	Alterations	\$ 1,294,936.00	3731	City of Albuquerque-Aviation Department
1101 CENTRAL AV NE, Albuquerque	Commercial	New Building	\$ 14,211,374.00	90450	TITAN DEVELOPMENT
1100 CENTRAL AV SE, Albuquerque	Commercial	Alterations	\$ 1,800,000.00	3660	Presbyterian Hospital
1100 CENTRAL AV SE, Albuquerque	Commercial	Alterations	\$ 2,000,000.00	11279	John Laur
5400 GIBSON BLVD SE, Albuquerque	Commercial	Alterations	\$ 520,000.00	25917	Nadine Martinez-Daskalos

C of O's issued \$500k and greater: Total: \$600,900

<u>Address</u>	<u>Description</u>	<u>Type of Structure</u>	<u>Project Value</u>	<u>Sq. Ft.</u>	<u>Applicant Name</u>
6205 CENTRAL AV NW, Albuquerque, NM	Shell Building		\$ 600,900	14124	COSME JAQUEZ

ACTIVITIES TO BE STARTED NEXT WEEK

- POSSE development to continue.
- I will meet to discuss the community center at 509 Cardenas SE.
- Council questions will be completed.

Vacancy Status				
Position	Incumbent	Status	Status Date	Vacated
M-13 Senior Administrative Assistant	Jason Candelaria	Santana Brown is the selected candidate and will start on 2-19-19.	31 Jan. 19	23 Nov. 18
Building Safety Supervisor – Electrical	Steve Horton	A selection has been made and has been submitted to HR for processing and approval.	31 Jan. 19	09 Nov. 18
Plumbing/Mechanical Inspector	Dave Bachman	Interviews were conducted this week. Currently processing paperwork for the candidate that was selected.	31 Jan. 19	3 Sep. 18
Planning Assistant II	Nicole Valliancourt	Applications are currently under review and interviews will be scheduled for next week.	31 Jan. 19	28 Dec. 18
Construction Plan Examiner	Patricia Ortiz	Position is currently posted and will close on 2-5-19. Two applications have been received, and early next week, I will check to see if any additional applications have been submitted.	31 Jan. 19	04 Jan. 19

CODE ENFORCEMENT

Division	Code Enforcement	Project Manager	Jacobo Martinez	Date	01-Feb-19
Project Health Card				Green	
Employment	Green	One M-14 will be starting on February 4th			
Posse	Green	Nothing new to report			
Emergency Minor Home Repair	Green	Have a meeting set up with Ralph Garcia who is the Construction Supervisor Senior Home Services Program to discuss formalizing a relationship with CE and Senior Services regarding the two grants. Meeting will be on February 5th, 2019.			
Start property investigation system project	Green	<p>Mr. Soriano and Ms. Ahgar have sent a memo in order to foreclose on 4 properties. 224 Aspen Av NW - Structure was demolished in June of 2018, total amount of liens owed is \$32,213.68. NAO filed 6/2/2015</p> <p>11705 Rosemont Av NE – NAO filed 05/20/2015, total amount of liens owed \$4,070 (BEFORE INTEREST & Filing Fees (still collectable), \$436.23 has expired as of today (1/28/2019), with \$1,950 in danger of expiring April 17th and September 11th of 2019.</p> <p>237 Virginia St NE – NAO filed 1/30/2017- Liens owed \$695 (before interest, filing and processing fees), owner is deceased, family has no interest in the property, refuses to go into probate for the property. No other method to BIC property as there are no members of family whom want to take control.</p> <p>225 Virginia St NE – NAO filed 08/12/2013 – Liens owed \$550 (before interest, filing and processing fees). \$2,275 has already expired with the remaining owed set to expire in June and August of 2019. Property owes a significant amount of State Taxes (30k), has been a nuisance for the surrounding community since 2013. State will cease all case's until we foreclose, which would mean a much faster turnaround for the property.</p>			
Real Property Information System	Green	Mr. Griego and team are working on this system.			
Uniform Housing Code	Green	Met with Mr. Coon who will be the new city legal representative for Code Enforcement. Discussed with Mr. Coon the need to start taking violations through our civil process as well making clear emergency abatement in the code			
Morale Committee	Green	Nothing new to report			
Sharepoint Communication Web Page		Continue to share information on sharepoint. Created a tab that is specific to the IDO interpretations and issues as well as the Code Enforcement Strategic Plan and the Uniform Housing Code.			
Business Registration	Amber	Nothing new to report	0000308		
Number of Liens	Green	Nothing new to report			

Volunteer Committee	Green	Working on curriculum for adults and youth concerning code violations
Strategic Planning Committee	Green	Working on time table for the strategic plan as well as set up meetings with Sub Area Commands in order to discuss hand offs of critical information

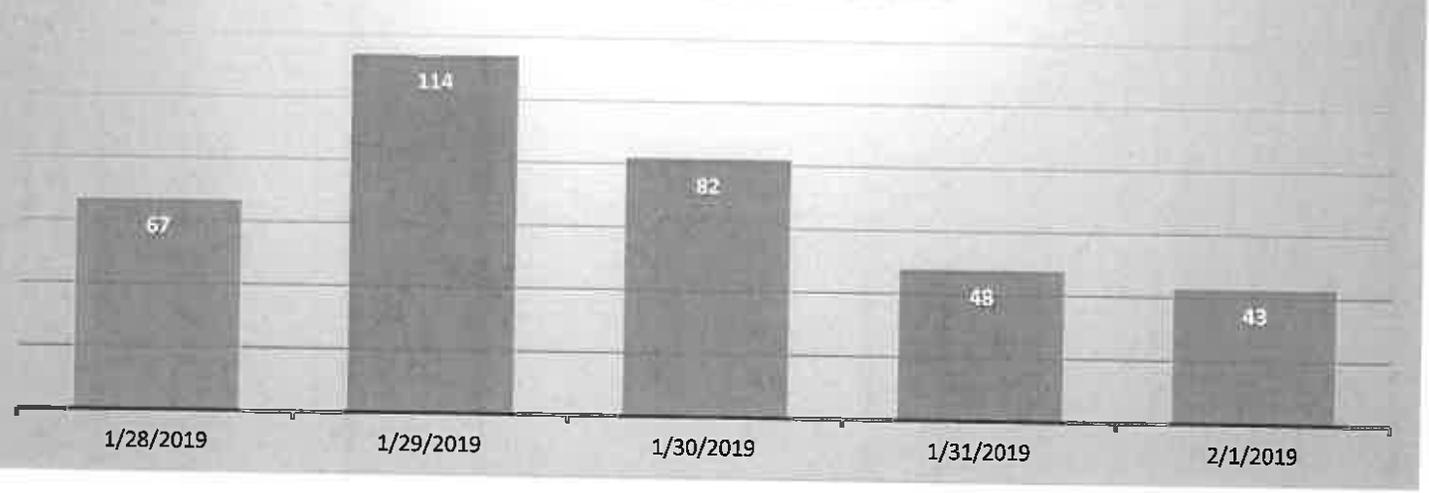
Project Schedule

No	Task	Start	Finish	Progress	Projected Date	Concerns
1	Mapping Substandard Properties	09-Oct-18		100		No
2	CE Reorganization	18-Jun-18		85		No
3	Business Registration	08-Jun-18		70		No
4	Sharepoint Intranet Communicatuon system	10-Oct-18		100		No
5				100		

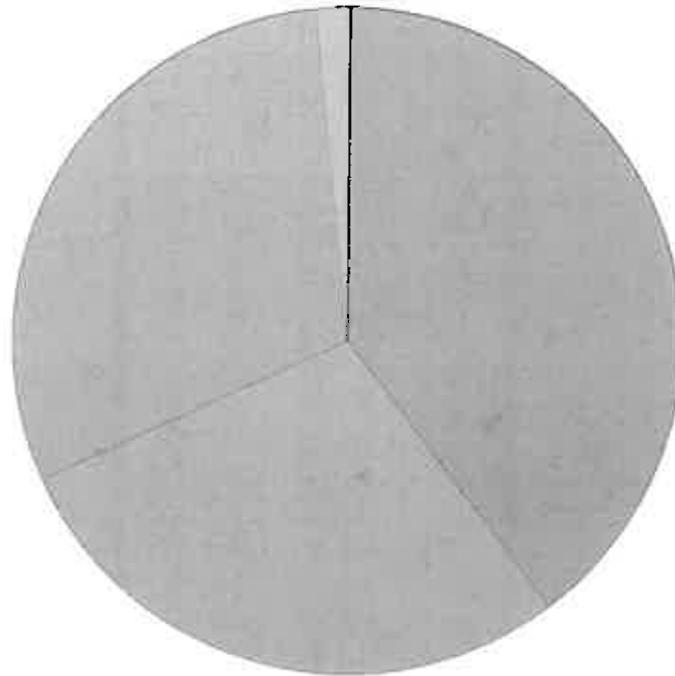
High Profile CE Cases and Other Notes

No	Type	Description	Status	Owner	Due
1					

Number of cases worked



Status



■ Closed ■ In violation ■ Under investigation ■ Work order/lien ■ In Court

BUILDING & DEVELOPMENT SERVICES

- At the January 30th Meeting the DRB approved 4 cases, deferred 2, 1 was deferred prior to the hearing by the applicant and gave comments on 1 sketch plat = 8 cases. The approved included 2 Infrastructure list extensions on the west side (to allow more time to start and complete construction and 1 final plat for a phase in Mirehaven subdivision (87 lots) for Pulte.
- The Federal Emergency Management Agency's (FEMA) **Community Rating System (CRS)** is an incentive program that encourages **communities** to adopt floodplain management activities that exceed the minimum requirements for FEMA's National Flood Insurance Program (NFIP). We might be getting better rating with our latest CRS package submittal to FEMA. Better rating provide higher discounts on flood insurance for the Albuquerque residence who will have to carry flood insurance.
- Bernalillo County's Sunport Blvd. Plans came in for 60% DRC Review. (This is the portion of Sunport Blvd. from west of Broadway Blvd. to I-25.) Most of this is within DOT or County right-of-way although the signalization and some storm drain is expected to be maintained by the City of Albuquerque.
- We met with Elias Archuleta and Kevin Grovet of Bernalillo County on Jan. 28th, 2019 to discuss the Memorandum of Understanding between the City and County on Capital Improvements Projects. There were minor edits to the document which were addressed, and the County still needs to provide some minor language on their procedures for the document. This is to eliminate fees and other agreement between City and County when working in each other's jurisdictions. The agreement will have to be approved by the County Commission.
- Coors Village 3A and 3B (550992) from Tierra West was submitted to DRC for preliminary review. A Financial Guaranty request was also submitted for this project. This project includes substantial improvements to Coors, Miline, and Western Trail. A retirement facility and Presbyterian facilities are being constructed as part of the new development within this area.

- Sawmill Crossing Unit 2 (at Aspen west of 12th Street, DRC 617588) - there was a temporary emergency access shown on the plat in addition to the main entrance. What has been constructed as part of this temporary access is a gate although there was no curb cut or railroad crossing for the private railroad in front of the gate. Additionally, following work order, there had been some grading done and landscaping rocks placed behind the gate which creates a definite obstacle for the emergency vehicles. (The railroad crossing belongs to the DOT and is required to be kept in place. DOT would require the City to go through them for design purposes.) Due to the challenges/obstacles presented for the temporary emergency access, an alternate access is proposed on the south end where the only physical barrier is a chain-link fence. (A public access easement is in place for emergency access on the south end.) This area would be much less costly to modify. This issue was brought up by the Fire Department in response to the Neighborhood Association complaints to Isaac Benton of City Council after a SWAT standoff which blocked off the main entrance. Last year the same neighborhood association had expressed that they did not want the temporary access at all and were coordinating with Tom Menicucci to eliminate it if possible.

DPM Executive Committee

Meeting with Environmental Health, Mikaela and Legal concerning a proposed request (landfill gas buffer area/mitigation) that may be submitted to the Committee by Environmental Health. The language currently resides in the IDO.

Tony is working with staff on edits to various Chapters and/or Sections (proposed Chapters 4, 6)

Impact Fees

Tony met with Scott Grady (SLG, LLC), Rex Wilson (Paul Allen Homes) and Four Hills Ranch Investments, LLC (by phone on a different day) concerning their requests for reimbursement of excess open space impact fee credits. The Attorney for Scott Grady and Rex Wilson will be submitting a letter on Friday (today) concerning the delay in their requests. It will probably contain language related to contractual obligation and maybe the threat of litigation.

Tony had a meeting with Patrick Montoya (DMD), Kevin Sourisseau (DMD), Christine Ching (DMD) and Kevin Morrow (Legal) to discuss naming conventions for headings (encumbered and unencumbered) in the monthly Financial Status Report that is prepared by DMD. In addition, there was discussion regarding the current accounting procedures for encumbering impact fee funds. It was decided that simply changing heading names would make no difference in the way the City encumbers any type of funds. It was also decided by DMD Fiscal to not change current accounting procedures. This would affect accounting City wide, not just impact fees. It was reiterated that the only way to truly encumber any type of funds by traditional accounting methods, including impact fees, is by contractual obligation. DMD will be working on that.

METROPOLITAN REDEVELOPMENT

0000311

Railyards

- Construction and property management has transitioned to Ed. Questions regarding the budget, schedule, and status update for the city's improvements for the site should be directed to Ed Adams.
- The Leland/Sites Southwest contract has commenced. They will be here for a site visit March 19-21 and meeting with a variety of stakeholders. We hope to schedule a time with the executive team, pending your availability.
- Barelás Neighborhood Association, South Broadway Neighborhood Association, and Vision Zero Albuquerque, are hosting a Community Conversation and Workshop addressing responsible and dynamic redevelopment at the historic Railyards site. Some participants will have recently attended the Creative Place Making Conference and they will use the following themes for discussion in breakout sessions: authenticity, place making + belonging, access, and the (In)visible. I am working with Claudia

to confirm the Mayor's attendance to make opening remarks. CABQ staff will make a brief presentation and participate in the community lead workshop.

- James Aranda will be having informal coffee chats with key influencers in the neighborhoods. The main goal is to build a trusting relationship but to also feel opportunities and concerns moving forward. The list of stakeholders is attached.

Innovate Brownfield

- Staff have been in long term discussions with Innovate to provide a Brownfield Clean-Up loan to Innovate for the remediation of lead based paint, pigeon droppings, and asbestos in the First Baptist Church. These are funds in our Brownfield revolving loan fund that was originally funded by EPA. We currently have approximately \$225,000 that needs to be appropriated. These were funds that were paid back from a loan to Andeluz. We cannot award the loan to Innovate until these funds have been appropriated. Would the administration consider sending a special appropriation forward to council?

MR Expansions

- MR has received several requests to expand MR areas.

West Central

- Councilor Pena has requested that we expand the area to include an additional 20 acres on the southwest corner of Central and Unser. This area has struggled to develop. Lowes owns 16 acres and is trying to sell the property.

Old Albuquerque High School

- Rob Dickson has requested that we expand the Old ABQ High MRA to include the Pop Taco site at the Corner of Edith and Central. To make a contiguous expansion, we would need to include the library. Rob is also requesting that the city provide a subsidy for a 50-unit apartment project at this site. We are working with DMD to determine answer some legal and accounting questions.

East Gateway

- The owner of the parcel located on the northwest corner of Juan Tabo and I-40 (currently an Olive Garden) has requested an expansion of the MRA area to incorporate the whole lot. The boundary runs through the middle of the lot. They plan on building a new Olive Garden, hotel, and retail.

MR Fee

- The discussion of charging a fee on MR bonds was tabled at the last ADC meeting. Does the administration want to proceed?

MR Current Projects

Under Construction	Pre-Development	Pipeline	Policy/Plans
De Anza	Rail Yards	First/Silver	Rail Corridor
Zoccolo	Bank of the West	Civic North	MRA Bond Fee
Sawmill	Unser and Central	501 Central	
	Titan- Highlands North- MR Bonds		
	Titan- Springfield Suites- MR Bonds		
	Titan- Nob Hill- MR Bonds		
BACK BURNER- These projects are on hold due to capacity			
			North 4 th MR Plan
			Route 66 Toolkit

Barelas NA

- Andrea, Chair
- Alicia Romero, Secretary

South Broadway NA

- Eddie Garcia (RYAB)
- Frances Armijo, Co-Chair

San Jose NA

- Ester

BCC

- Alejandro Saavedra, Chair
- Bernadette Garcia de Rodriguez, Vice Chair
- Onastine Jaramillo, Executive Director

Diane Dorn Jones

Rep. Gail Chasey

Eric Griego (RYAB)

Ron Romero (RYAB)

Ike Benton (RYAB)

Comm. Steven Michael Quezada (RYAB)

Rep. Miguel Garcia (RYAB)

Rep. Javier Martinez (RYAB)

Sen. Michael Padilla (RYAB)

REAL PROPERTY

General Information/Meetings.

1. Real Property Ordinance – Circulating for signatures
2. Hazeldine Lot – Met with property owner, preparing a purchase agreement to present.
3. Property Search – APD 35,000 sq. ft. building.
4. Property Search – Environmental Health.
5. 60th and Central Acquisition – Chris Melendrez agreed to draft a disclosure statement for Councilor Pena. We will close immediately after that has occurred.

Sales/Disposition

1. Corona/Ouray (DMD) – In process of closing.
2. 821 Santa Fe (FCS) –Purchase agreement is routing for signatures.
3. Glenwood Point Condo encroachment – Negotiating with Assoc.
4. Tower and 97th (DMD) – Pending introduction to Council since 11/28/2018.
5. Menaul Dam Remnant (DMD) – Introduced to Council, Pending FIGO.
6. Shiprock Court/Volcano Cliffs (DMD) – RFP closed. Appraisal \$3,200, accepted bid of \$4,005. Purchase Agreement under review with buyer.
7. Yucca & Central (DMD) - Introduced to Council, FIGO referred to Council for approval.
8. Old Fire Station #2 (AFR) – Advertising \$480,000, RFP closes February 28th.

Acquisitions

1. 60th/Central (Pena) – Offer accepted \$42,000.00.
2. Cardenas St. NW (FCS) – Department wants to pursue acquisition. Making contact with bank.
3. Hazeldine Lot – Met with property owner, preparing a purchase agreement to present.

Rights of Way

1. Westside project - 19 TCPs and 2 takes. Sending offer letters, 1 appraisal pending.
2. 12th and Menaul Roundabout – 6 appraisal reports received, preparing offer letters.
3. Working with APS to vacate a portion of San Mateo, and resolve a row ownership issue on Paseo del Norte.

4. Iron ROW project – MOU in process.

ART

1. 600 Central Avenue SE –Legal action in process for inverse condemnation.
2. Tecolote, 4208 Central Ave. (Conns Furniture) property in condemnation process.
3. Bandonie 2437 Central Ave. (Los Compadres Restaurant) property in condemnation process.
4. Alvarado Louisiana and Central (KFC) – property in condemnation process.
5. 5110 Central LLC (Castle Store) –owner went silent.

Leasing

1. Operating Engineers – Services in lieu of rent lease at CAO 12/8/2018. OE has issues with lease, matter assigned to Robert Sanchez, RP pending feedback.
2. DWI Seizure Lot – Lease expires 3/31/19 – Lease extension and option to purchase routing for signatures.
3. 700 4th St (FCS) –FCS attorney will take lead in litigation for breach of contract for City to obtain ownership of building.
4. Working with APS to renew inter-governmental agreements (i.e. Parks, Child Development Centers).

URBAN DESIGN & DEVELOPMENT

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, February 07, 2019 4:03 PM
To: Cordero, Shannon D.
Cc: Biazar, Shahab
Subject: monthly report

Hi Shannon,

Here are the Impact Fee numbers for January.

of Impact Fee Applications Assessed = 48 Fiscal Year to Date = 499

of Impact Fee Applications Assessed for Residential Building Permits = 37 Fiscal Year to Date = 442

of Impact Fee Applications Assessed for Commercial Building Permits = 11 Fiscal Year to Date = 57

Impact Fee Collections = \$141,543.29 Impact Fees Collected FY19 to Date (7/1/18 to 1/31/19) = \$1,669,319.38

Impact Fees Collected FY18 to Date (7/1/17 to 1/31/18) = \$1,883,385.71 # of Impact Fee Applications Assessed
FY18 to Date (7/1/17 to 1/31/18) = 588

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000315

Lori Romero

From: Campbell, David S.
Sent: Monday, February 11, 2019 6:06 PM
To: Rael, Lawrence
Cc: Espinoza, Leon
Subject: Impact Fee Program Annual Audit
Attachments: FY17.pdf; FY16.pdf

LR---you and I recently talked about getting audits on the Impact Fee program. Turns out we have recent audits on the program from Moss Adams as the City's external auditor.

The audits are attached, and explanations are below.

Hope this is helpful.

David



DAVID S. CAMPBELL
planning director
o 505.924.3352
m 505.238.3852
e dscampbell@cabq.gov
cabq.gov/planning

From: Loyd, Tony J.
Sent: Tuesday, February 05, 2019 3:29 PM
To: Campbell, David S. <dscampbell@cabq.gov>
Cc: Biazar, Shahab <sbiazar@cabq.gov>
Subject: Annual Audit

Hi David,

Attached are the last two audits/engagement letters you requested (FY16 and FY17). We are currently working on FY18. Also, we have audits dating back to FY06 if you're interested. A couple of items to note (although the entire contents of the letters are a good read):

1. The audit is performed by the City's contracted external Auditor (i.e. Moss Adams or RedW). They audit all Departments and/or Divisions that handle cash.

2. The Impact Fees Program is administered in accordance with the NM Development Fees Act and the City's Impact Fees Ordinance with some exceptions (see #2. FY16 and FY17). From Planning's end, the only exception is the Annual Report (see #3 below). The other exceptions are related to DFAS and DMD Fiscal accounting practices but are still addressed.
3. We have never generated an Annual Report. However, a monthly report (CIP Financial Status Report) has always been generated (see #2a. FY16) and is provided to the COO, all Directors, anyone else that might be interested (i.e. City Council, etc.) and by request. For FY18, Moss Adams will acknowledge. That said, for some reason Moss Adams did not acknowledge for FY17 but have acknowledged in past audits as has RedW.
4. The disbursement/refund of \$114,370.00 noted in #7 (FY17) is related to the Keeran litigation and is subsequent to other disbursements (to date about \$750,000.00). This does not include the \$500,000.00 in credits we purchased from Keeran in March of 2018. The purchase of those credits should appear in the FY18 audit. All funds are related to reimbursement of excess impact fee credits.
5. The engagement of Moss Adams is acknowledged by DFAS, Planning and DMD (see last page) with results made available to the City Council, the Mayor and Management.

Any questions, let me know.

Tony



TONY LOYD

Impact Fees Administrator

☎ 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

0000317

CITY OF ALBUQUERQUE



September 10, 2018

Moss Adams LLP
6565 Americas Parkway NE, Suite 600
Albuquerque, NM 87110

In connection with your engagement to apply agreed-upon procedures to assist Members of the City Council, the Honorable Mayor Timothy M. Keller, and management of the City of Albuquerque in their evaluation of whether the City satisfies certain requirements of the Development Fee Act, contained in the New Mexico Statutes Annotated 1978 (Development Fee Act), for fiscal year ended June 30, 2017, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

1. We are responsible for administering the Impact Fees Program in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations.
2. From July 1, 2016 through June 30, 2017, the City of Albuquerque's Impact Fees Program is administered in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. Except for the following:
 - a. Section 5-8-16(E) NMSA 1978 that states: "As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service are identified as provided in Subsection A of this section."

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

The City did not prepare an annual report.

- b. Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted."

The City does not maintain impact fees in a separate interest bearing account; however, interest is earned on the common bank account allocated to the Impact Fee Fund.

0000318

- c. **Section 5-8-4 NMSA 1978 states: "An impact fee may be imposed only to pay the specified costs of constructing capital improvements (as defined in Section 5-8-2 D NMSA 1978) or facility expansions (as defined in Section 5-8-2G NMSA 1978)."**

As a result of your testing, miscellaneous charges were identified that do not meet the criteria above and these charges have been reversed.

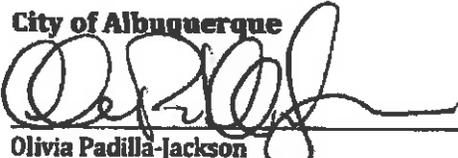
- 3. For fiscal year 2017, no property was contributed or dedicated to the City of Albuquerque related to the City's Impact Fees Program.**
- 4. For fiscal year 2017, the City impact fees were not used to service debt or for the payment of principal or interest.**
- 5. For fiscal year 2017, there were no instances in which fees have been collected for services that were not available after constructing facilities or that service was not available within a reasonable period of time after completion of construction.**
- 6. For fiscal year 2017, there were 2 instances in which construction was completed in any of the service areas.**
- 7. During fiscal year 2017, the City disbursed \$114,370 representing the refunding of impact fees as a result of a legal settlement. We represent that the full amount disbursed represents an otherwise allowable disbursement in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations**
- 8. We have provided all waivers that were issued by the City for fiscal year 2017.**
- 9. We do not recalculate impact fee actual costs once we have completed capital improvements and compare to the impact fee received. We do not believe the impact fee received is greater than the actual cost and therefore do not pay refunds for this type of calculation.**
- 10. We acknowledge that records of the accounts into which impact fees are deposited are open for public inspection and copying during ordinary business hours.**
- 11. We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.**

- a. We are not aware of any matters contradicting the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. You have identified labor cost recovery disbursements that were paid out of the impact fee fund and we have determined that while state statute 5-8-4 lists items that we the City can use impact fee funds for the statute does not expressly exclude work performed by a City employee; therefore, labor cost from City employees can be paid with impact fees. Also Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted." We acknowledge that impact fees monies are maintained in in a pooled cash account and interest is allocated to the impact fees fund based on the average fund cash balance.
12. There have been no communications from regulatory agencies, internal auditors, and other independent practitioners or consultants relating to the City of Albuquerque's Impact Fees Program, including communications received from July 1, 2016 through the date of this letter.
13. We have made available to you all information that we believe is relevant to the City of Albuquerque's Impact Fees Program.
14. We have responded fully to all inquiries made to us by you during the engagement.
15. No events have occurred subsequent to June 30, 2017 that would require adjustment to or modification of the City of Albuquerque's Impact Fees Program.
16. We have no knowledge of any fraud or suspected fraud affecting the entity and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
17. We have no knowledge of any allegations of fraud or suspected fraud affecting impact fees by employees, former employees, regulators or others.
18. The schedule of agreed-upon-procedures specified the review of the 2015 Decade Plan and G.O. Bond Program to determine if the City is funding growth related impact fee reductions for non-residential and residential development within MRAs for fiscal year 2017, consistent with previous Decade Plans and G.O. Bond Programs. During the process of performing the review the 2017 Decade

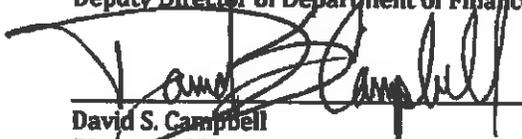
Plan and G.O. Bond Program was also reviewed. We agree with this change in procedure scope.

19. Your report is intended solely for the information and use of Members of the City Council, the Honorable Mayor Timothy M. Keller, and management of the City of Albuquerque and is not intended to be and should not be used by anyone other than those specified parties.

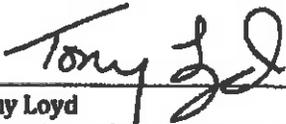
City of Albuquerque



Olivia Padilla-Jackson
Deputy Director of Department of Finance and Administrative Services



David S. Campbell
Director of Planning Department



Tony Loyd
Impact Fee Administrator of Planning Department



Patrick Montoya
Director of Municipal Development Department



Christine Ching
Fiscal Manager of Municipal Development Department

CITY OF ALBUQUERQUE CITY OF ALBUQUERQUE



November 6, 2017

Moss Adams LLP
6565 Americas Parkway NE, Suite 600
Albuquerque, NM 87110

In connection with your engagement to apply agreed-upon procedures to assist Members of the City Council, the Honorable Mayor Richard J. Berry, and management of the City of Albuquerque in their evaluation of whether the City satisfies certain requirements of the Development Fee Act, contained in the New Mexico Statutes Annotated 1978 (Development Fee Act), for fiscal year ended June 30, 2016, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

1. We are responsible for administering the Impact Fees Program in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations.
2. From July 1, 2015 through June 30, 2016, the City of Albuquerque's Impact Fees Program is administered in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. Except for the following:
 - a. Section 5-8-16(E) NMSA 1978 that states: "As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service are identified as provided in Subsection A of this section."

The City did not prepare an annual report. However, the City of Albuquerque does produce a monthly Capital Implementation Program report that shows the appropriated, expended and encumbered amounts for the impact fee program. In addition, this information will be used to generate an annual report for FY2017.

PO Box 1293
PO Box 1293

Albuquerque
Albuquerque

NM 87108
New Mexico 87103

www.albuquerque.gov

0000322

- b. Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted."

The City does not maintain impact fees in a separate interest bearing account; however, interest is earned on the common bank account allocated to the Impact Fee Fund. The interest earned is accurately allocated to the Impact Fee Fund.

- c. Section 5-8-4 NMSA 1978 states: "An impact fee may be imposed only to pay the specified costs of constructing capital improvements (as defined in Section 5-8-2 D NMSA 1978) or facility expansions (as defined in Section 5-8-2G NMSA 1978)."

As a result of your testing, property tax charges and advertising charges were identified that do not meet the criteria above and these charges have been reversed.

- d. Allocated interest earned on impact fees is restricted for the use of projects within the defined service areas.

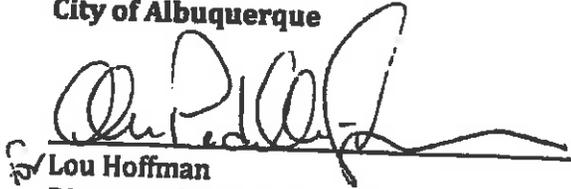
As a result of your testing, you have identified approximately \$32,000 that did not clearly identify the category of capital improvements or facility expansions within the service area for which the fee was adopted and we have updated our records for this amount and made the adjustment to apply the interest to the different categories.

3. For fiscal year 2016, no property was contributed or dedicated to the City of Albuquerque related to the City's Impact Fees Program.
4. For fiscal year 2016, the City impact fees were not used to service debt or for the payment of principal or interest.
5. For fiscal year 2016, there were no instances in which fees have been collected for services that were not available after constructing facilities or that service was not available within a reasonable period of time after completion of construction.
6. For fiscal year 2016, there were 3 instances in which construction was completed in any of the service areas.
7. We have provided all waivers that were issued by the City for fiscal year 2016.

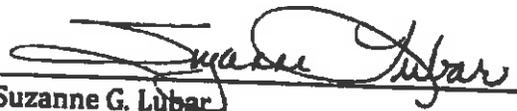
8. We do not recalculate impact fee actual costs once we have completed capital improvements and compare to the impact fee received. We do not believe the impact fee received is greater than the actual cost and there do not pay refunds for this type of calculation.
9. We acknowledge that records of the accounts into which impact fees are deposited are open for public inspection and copying during ordinary business hours.
10. We acknowledge that service areas that did not have disbursements for fiscal year 2016 were Drainage Northeast, Drainage Northwest, Drainage Southwest, Drainage Tijeras and Drainage Central City.
11. We acknowledge that service areas that did not have cash receipts for fiscal year 2016 were Drainage Southeast and Drainage Central City.
12. We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.
 - a. We are not aware of any matters contradicting the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. You have identified labor cost recovery disbursements that were paid out of the impact fee fund and we have determined that while state statute 5-8-4 lists items that we the City can use impact fee funds with, the statute does not expressly exclude work performed by a City employee; therefore labor cost from City employees can be paid with impact fees. Also Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted." We acknowledge that impact fees monies are maintained in in a pooled cash account and interest is allocated to the impact fees fund based on the average fund cash balance.
13. There have been no communications from regulatory agencies, internal auditors, and other independent practitioners or consultants relating to the City of Albuquerque's Impact Fees Program, including communications received from July 1, 2015 through the date of this letter.

- 14. We have made available to you all information that we believe is relevant to the City of Albuquerque's Impact Fees Program.**
- 15. We have responded fully to all inquiries made to us by you during the engagement.**
- 16. No events have occurred subsequent to June 30, 2016 that would require adjustment to or modification of the City of Albuquerque's Impact Fees Program.**
- 17. We have no knowledge of any fraud or suspected fraud affecting the entity and involves:**
 - a. Management,**
 - b. Employees who have significant roles in internal control, or**
 - c. Others where the fraud could have a material effect on the financial statements.**
- 18. We have no knowledge of any allegations of fraud or suspected fraud affecting impact fees by employees, former employees, regulators or others.**
- 19. Your report is intended solely for the information and use of Members of the City Council, the Honorable Mayor Richard J. Berry, and management of the City of Albuquerque and is not intended to be and should not be used by anyone other than those specified parties.**

City of Albuquerque



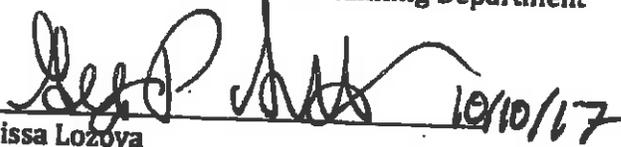
Lou Hoffman
Director of Department of Finance and Administrative Services



Suzanne G. Lubar
Director of Planning Department



Tony Loyd
Impact Fee Administrator of Planning Department



Melissa Lozoya
Acting Director of Municipal Development Department



Christine Ching
Fiscal Manager of Municipal Development Department

0000326

Lori Romero

From: Campbell, David S.
Sent: Wednesday, February 13, 2019 12:08 PM
To: Biazar, Shahab; Morrow, Kevin A.; Loyd, Tony J.
Cc: Montoya, Lucinda
Subject: Fwd: Reimbursement for Excess Credits
Attachments: 20190201SLG.pdf; ATT00001.htm; 20190201paulallenhomes.pdf; ATT00002.htm

All: let's meet a final time internally when I'm back next week to discuss and resolve this. Lucinda thanks for coordinating time and date for 1/2 hour meeting

David

Sent from my iPhone

Begin forwarded message:

From: Cathy Davis <cathy@huntedavislaw.com>
Date: February 13, 2019 at 11:43:54 AM CST
To: "dscampbell@cabq.gov" <dscampbell@cabq.gov>
Subject: FW: Reimbursement for Excess Credits

David: On February 7, 2019, I sent you the email below. My clients have been requesting to be paid the reimbursement amounts for their excess credits since September and November of 2018. I have not received a response and my clients have not received their reimbursements. Please advise as to the status so this matter can be expeditiously resolved. Thank you, Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/07/2019 02:55 PM
To: dscampbell@cabq.gov
Cc: kmorrow@cabq.gov
Subject: FW: Reimbursement for Excess Credits

David: On February 1, 2019, I sent the attached letters to Tony Loyd to find out when my clients would be paid the reimbursement amounts for their excess credits. I have not received any response. Could you please advise when my clients will receive reimbursement? Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/01/2019 02:14 PM
To: TLoyd@cabq.gov
Cc: kmorrow@cabq.gov
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

0000327

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000328

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, February 07, 2019 3:17 PM
To: Biazar, Shahab
Cc: Cordero, Shannon D.
Subject: weekly report

Hi Shahab,

Under DPM Executive Committee, numbers 1 and 2 are new and numbers 3 and 4 are on-going. Under Impact Fees, numbers 1 – 4 are new and numbers 5 – 17 are on-going. Any questions, let me know.

Tony

DPM Executive Committee

New:

1. Met with Environmental Health (Bart Farris, Division Mgr., Paul Olsen and Carol Parker/Legal), Mikaela Renz-Whitmore and Carol Toffaleti concerning proposed changes to the IDO and DPM, related to development within city designated landfill buffer zones.
2. Attended a Boards and Commission Staff Training that was sponsored by the Administration. The training would apply to both the DPM Executive Committee and the Impact Fees Advisory Committee.

On-going:

3. Working with staff on edits to various Chapters and/or Sections (proposed Chapters 4, 6 and 7).
4. Cancelled future Committee meetings, pending the completion of third party reviews of the DPM by the City's Office of Equity and Inclusion and Tim Flynn-Obrien.

Impact Fees

New:

1. Cathy Davis, Attorney for Scott Grady and Rex Wilson, submitted a letter of demand related to their requests for reimbursement of excess impact fee credits. Their next step, will be a phone call to the Director from Cathy Davis.
2. See #2 above.
3. Processed one refund related to over payment of impact fees.
4. DMD is working on encumbering impact fees by contractual obligation.

On-going:

5. Working with Moss Adams (City contracted Auditors) concerning the "Agreed-Upon Procedures" related to the annual audit of the Impact Fees Program.
6. Daily assessments and collections and the application of impact fee credits as needed.
7. Titan Development will be obtaining building permits for new development located at 1101 Central Ave. NE (across from Presbyterian Hospital). The impact fees will be assessed at \$0.00 as the development is located within the Sycamore Metropolitan Redevelopment Area (MRA).
8. BBVA Compass Bank has submitted (December 13, 2018) a request for reimbursement for excess roadway impact fee credits (processed).

9. Nazish, LLC has submitted (December 5, 2018) a request for reimbursement for excess NW drainage impact fee credits (processed).
10. Scott Grady has submitted (September 28, 2018) a request for reimbursement of excess drainage credits and excess open space credits (processed).
11. Rio Grande Realty Investments has submitted (January 28, 2019) a request for reimbursement of excess roadway impact fee credits (processed).
12. Scott Grady has submitted (September 28, 2018) a request for reimbursement of excess open space credits (on hold).
13. Fourhills Ranch Investments, LLC has submitted (November 9, 2018) a request for reimbursement of excess open space credits (on hold).
14. Rex Wilson with Paul Allen Homes has submitted (November 9, 2018) a request for reimbursement of excess open space credits (on hold).
15. Discussed road impact fee credits with Roy Solomon. This is related to the requirement, to construct Alameda Blvd. public infrastructure improvements as part of his proposed development adjacent to Alameda between San Pedro and Louisiana.
16. Discussed road impact fee credits with Adil Rizvi. This is related to Alameda Blvd. public infrastructure improvements.
17. Have been applying impact fee credits to various City projects. The credits are those obtained, through Legal Agreement, from Bob Keeran.



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000330

Lori Romero

From: Biazar, Shahab
Sent: Friday, February 08, 2019 9:27 AM
To: Campbell, David S.
Cc: Montoya, Lucinda; Williams, Brennon
Subject: Weekly Report
Attachments: WeeklyReport_08Feb2019.docx

Hi,

Attached please find my weekly report.

Thanks and have a nice weekend.



SHAHAB BIAZAR, P.E.
city engineer
development review services
o 505.924.3999
e sbiazar@cabq.gov
cabq.gov/planning

0000331

Development Review Services

Weekly Status Report February 08, 2019

At the meeting of February 6th, the DRB approved 1 project, 3 cases were deferred prior to the hearing by the agents and gave comments on 3 Sketch plats= 7. The approval was for the Tin Alley site plan (San Pedro and Alameda). There are 17 items on the next Weeks's agenda.

COA Specifications Update: ABCWUA proposes to have revisions to specifications on tracer wire submitted by Feb. 25, 2019. Revisions to landscaping and irrigation specifications are ongoing, and another meeting was held by MRW and Parks & Recreation for further updates. Ongoing work is being done to the standard drawings for Transportation and Hydrology, and an update was requested on the progression of these drawings. HPPP (storm drain plastic pipe) Specifications has been updated, and Hydrology is currently working on a specification for Shotcrete. Minor revisions are still needed for the street lighting specifications, and Jeanne is working with Tony Gurule to finish these up.

Sawmill Crossing project on Aspen Street west of 12th Street (617588), a phone message has been left for Diane Dolan since last week to possibly discuss secondary access to the subdivision for emergency purposes. Right now, the temporary emergency access that was set up off of Aspen cannot be used due to the grading issues, curb, and railroad tracks as barriers. Another access is possible at the south end where a roadway easement is in place, but the chain-link fence would need to be removed down at the apartment site.

The County's Sunport Blvd. Project is scheduled for DRC Review next Thursday, but a drainage report had not been issues, and there are significant comments to address. Dana Peterson originally sent out extensive list of comments on Nov. 29, 2018.

A development on the northwest corner of Wyoming and Constitution (1401 Wyoming) had proposed a dense amount of landscaping within right-of-way to meet IDO requirements for site landscaping. It had been decided to issue them a revocable permit. However, there are ongoing discussions on how future landscaping within the right-of-way needs to be handled because there is obviously a huge amount of landscaping currently within right-of-way that is there without the revocable permits.

Clarification within the IDO is needed for what is allowed as far as IIA Extensions. Currently, the IDO lists a 4-year limit on the Infrastructure Improvements Agreement. A 2-year time limit is currently listed in the DPM, and up to a 2-year extension is allowed without having to go back to get DRB approval. Considering the amount of extensions that many developers need especially with offsite improvements or large projects, more time may need to be allocated.

For Trails Unit 3, a financial guaranty was set up under a Procedure A Agreement that was required by the PID Board. This financial guaranty covered improvements on Woodmont and Paseo del Norte, including half a traffic signal. DMD is interested in having Paseo del Norte in this section built or taking the funding under a Procedure C Agreement. More meetings will be required although it has not been determined the exact infrastructure that will be required since the financial guaranty was actually based on a PID Requirement. More meetings will follow, and the developer is proposing to build these improvements within a few years, before DMD's Paseo del Norte project would be under construction in 2023.

DPM Executive Committee

Tony met with Environmental Health (Bart Farris, Division Mgr., Paul Olsen and Carol Parker/Legal), Mikaela Renz-Whitmore and Carol Toffaleti concerning proposed changes to the IDO and DPM, related to development within city designated landfill buffer zones. We like to make all the changes into the IDO rather than the DPM. But we may have to make changes to DPM as well.

Impact Fees

Cathy Davis, Attorney for Scott Grady and Rex Wilson, submitted a letter of demand related to their requests for reimbursement of excess impact fee credits.

DMD is working on encumbering impact fees by contractual obligation.

Lori Romero

From: Montoya, Lucinda
Sent: Wednesday, February 13, 2019 12:32 PM
To: Campbell, David S.; Biazar, Shahab; Morrow, Kevin A.; Loyd, Tony J.
Subject: RE: Reimbursement for Excess Credits

I just sent an invite for a meeting on Thursday, February 21st at 2:00 in David's office.

Lucinda

From: Campbell, David S.
Sent: Wednesday, February 13, 2019 12:08 PM
To: Biazar, Shahab <sbiazar@cabq.gov>; Morrow, Kevin A. <kmorrow@cabq.gov>; Loyd, Tony J. <TLoyd@cabq.gov>
Cc: Montoya, Lucinda <lucindamontoya@cabq.gov>
Subject: Fwd: Reimbursement for Excess Credits

All: let's meet a final time internally when I'm back next week to discuss and resolve this. Lucinda thanks for coordinating time and date for 1/2 hour meeting

David

Sent from my iPhone

Begin forwarded message:

From: Cathy Davis <cathy@huntedavislaw.com>
Date: February 13, 2019 at 11:43:54 AM CST
To: "dscampbell@cabq.gov" <dscampbell@cabq.gov>
Subject: FW: Reimbursement for Excess Credits

David: On February 7, 2019, I sent you the email below. My clients have been requesting to be paid the reimbursement amounts for their excess credits since September and November of 2018. I have not received a response and my clients have not received their reimbursements. Please advise as to the status so this matter can be expeditiously resolved. Thank you, Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/07/2019 02:55 PM
To: dscampbell@cabq.gov
Cc: kmorrow@cabq.gov
Subject: FW: Reimbursement for Excess Credits

David: On February 1, 2019, I sent the attached letters to Tony Loyd to find out when my clients would be paid the reimbursement amounts for their excess credits. I have not received any response. Could you please advise when my clients will receive reimbursement? Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/01/2019 02:14 PM

0000334

To: TLloyd@cabq.gov
Cc: kmorrow@cabq.gov
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000335

Lori Romero

From: Cathy Davis <cathy@huntedavislaw.com>
Sent: Wednesday, February 13, 2019 10:44 AM
To: Campbell, David S.
Subject: FW: Reimbursement for Excess Credits
Attachments: 20190201SLG.pdf; 20190201paulallenhomes.pdf

David: On February 7, 2019, I sent you the email below. My clients have been requesting to be paid the reimbursement amounts for their excess credits since September and November of 2018. I have not received a response and my clients have not received their reimbursements. Please advise as to the status so this matter can be expeditiously resolved. Thank you, Cathy

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From: Cathy Davis
Received: 02/07/2019 02:55 PM
To: dscampbell@cabq.gov
Cc: kmorrow@cabq.gov
Subject: FW: Reimbursement for Excess Credits

David: On February 1, 2019, I sent the attached letters to Tony Loyd to find out when my clients would be paid the reimbursement amounts for their excess credits. I have not received any response. Could you please advise when my clients will receive reimbursement? Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/01/2019 02:14 PM
To: TLoyd@cabq.gov
Cc: kmorrow@cabq.gov
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000337

Lori Romero

From: Williams, Brennon
Sent: Thursday, February 14, 2019 10:22 AM
To: Loyd, Tony J.; Biazar, Shahab
Cc: Morrow, Kevin A.
Subject: FW: FW: Reimbursement for Excess Credits
Attachments: 20190201SLG.pdf; 20190201paulallenhomes.pdf

Tony / Shahab – Do you all have any info/background on this that I can share with Ms. Davis or is it more appropriate to have David contact her when he returns next week? Thanks, BW



BRENNON WILLIAMS
deputy planning director
o 505.924.3454
e bnwilliams@cabq.gov
cabq.gov/planning

From: Cathy Davis [mailto:cathy@huntedavislaw.com]
Sent: Wednesday, February 13, 2019 10:51 AM
To: Williams, Brennon <bnwilliams@cabq.gov>
Cc: Morrow, Kevin A. <kmorrow@cabq.gov>
Subject: FW: FW: Reimbursement for Excess Credits

Dear Deputy Director Williams:

I am sending this email to you because I received an auto-reply to my email to David Campbell stating that he was out of the office until February 19, 2019. The auto-reply further advised that if I needed any assistance to contact you. Please see the emails below and the attached letters requesting information on my clients' requests to be reimbursed for their excess credits. This matter has been pending since September of 2018. Please advise as to the status. Thank you, Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

0000338

NOTE: IF YOU ARE A CLIENT, DO NOT FORWARD THIS E-MAIL OR ANY ATTACHMENTS TO ANYONE. IF YOU DO, YOU MAY BE WAIVING THE ATTORNEY-CLIENT PRIVILEGE.

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From: Cathy Davis
Sent: Wednesday, February 13, 2019 10:44 AM
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Cc: kmorrow@cabq.gov
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From: Cathy Davis
Received: 02/01/2019 02:14 PM
To: TLoyd@cabq.gov
Cc: kmorrow@cabq.gov
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000340

**HUNT &
DAVIS, P.C.**
ATTORNEYS AT LAW

CATHERINE F. DAVIS
(cathy@huntedavislaw.com)

BLAKE WHITCOMB
(blake@huntedavislaw.com)

2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

Telephone: (505) 881-3191

Please refer to: 6173.002

February 1, 2019

Via email (TLoyd@cabq.gov)

Tony Loyd
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Request for Reimbursement of Excess Credits for SLG, LLC

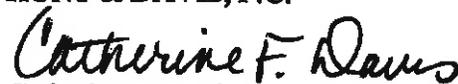
Dear Mr. Loyd:

I represent SLG, LLC. On September 28, 2018, my client submitted a request for Reimbursement of Excess Credits in the amount of \$157,167.60 relating to the Calabacillas Arroyo CCIP Project. At the time my client submitted its application, there were sufficient unencumbered funds in the City's open space impact fee account. I have attached a copy of that request. Per your request, on December 14, 2018, you were sent a W-9 so that the payment could be processed. Thereafter, you informed my client that the City was requiring that a modified W-9 be executed. On January 29, 2019, my client sent you the modified W-9. I have enclosed a copy of the W-9 sent to you. To date, my client has not received the reimbursement of the excess credits of \$157,167.60.

Demand is made upon the City to expeditiously reimburse my client for excess credits in the amount of \$157,167.60. Please advise when the reimbursement will occur. Thank you for your prompt attention to this matter.

Sincerely yours,

HUNT & DAVIS, P.C.


Catherine F. Davis
c: Kevin Morrow (kmorrow@cabq.gov)

0000341

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

SLG, LLC [Signature] 19-12-13
Name (Credit Holder) Signature Date
PO BOX 1443
Address
SORRALES N. MEX. 1870481 505-338-1438
City State Zip Telephone

Park, Recreation, Trails and Open Space Facilities

05-CW-02 CITY WIDE CALABACILLAS ARRIYO OPEN SPACE
Account Number Service Area CCIP Project Category of Improvements
157,167.60
Amount

CALABACILLAS ARROYO - LAND DELICATON

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

2014

Date (The year in which the excess credits may be applied)

Public Safety Facilities

Account Number Service Area CCIP Project Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

Account Number Service Area CCIP Project Category of Improvements

Amount

0000342

Chapter 18 - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements
_____ / _____ / _____ / _____ /			
_____ /			
Amount			

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

_____ / _____ / _____ /
Impact Fees Administrator Signature Date

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000343



ONE ALBUQUERQUE REQUEST

Request for Supplier Information

Substitute Form **W9**
Department of Finance and
Administrative Services

SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SLG Holdings, LLC

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

P.O. Box 1443

REMITTANCE ADDRESS (number, street, and apt or suite no)

P.O. Box 1443

CITY, STATE, and ZIP CODE

Corrales, NM 87048

REMITTANCE CITY, STATE, and ZIP CODE

Corrales, NM 87048

PHONE

(505) 338-1438

EMAIL ADDRESS

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

□□□-□□-□□□□

26-3861535

03-152323-00-4

TAX CLASSIFICATION (check only one)

- INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION
- PARTNERSHIP TRUST/ESTATE
- LIMITED LIABILITY COMPANY— Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)
- 501(C)3/NON-PROFIT ORGANIZATION OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)
EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to enter the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

DATE

1-29-19

PRINT NAME

Jodi Grady

TITLE

Member

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

Women Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

None of the Categories Apply Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

- American Indian or Alaska Native
- Asian
- Black or African American
- Hispanic
- Native Hawaiian or Other Pacific Islander
- Two or more races
- White

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcripts

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

Provide an "Order From" Email Address:

Please return completed document to: City of Albuquerque Division, PO Box 1283, Albuquerque, NM 87103

0000344

**HUNT &
DAVIS, P.C.**
ATTORNEYS AT LAW

CATHERINE F. DAVIS
(cathy@huntedavislaw.com)

BLAKE WHITCOMB
(blake@huntedavislaw.com)

2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

Telephone: (505) 881-3191

Please refer to: 6173.002

February 1, 2019

Via email (TLoyd@cabq.gov)

Tony Loyd
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

**RE: Request for Reimbursement of Excess Credits for Paul Allen Homes, Inc./
Rex Wilson**

Dear Mr. Loyd:

I represent Paul Allen Homes, Inc. and Rex Wilson. On November 9, 2018, my client submitted a request for Reimbursement of Excess Credits in the amount of \$268,345.00 relating to the Calabacillas Arroyo CCIP Project. At the time my client submitted its application, there were sufficient unencumbered funds in the City's open space impact fee account. I have attached a copy of that request. Per your request, on December 14, 2018, you were sent a W-9 so that the payment could be processed. On January 24, 2019, you informed my client that the City was requiring that a modified W-9 be executed. On January 25, 2019, my client sent you the modified W-9, a copy of which is enclosed. To date, my client has not received the reimbursement of the excess credits of \$268,345.00.

Demand is made upon the City to expeditiously reimburse my client for excess credits in the amount of \$268,345.00. The payment should be made to Rex Wilson. Please advise when the reimbursement will occur. Thank you for your prompt attention to this matter.

Sincerely yours,

HUNT & DAVIS, P.C.

Catherine F. Davis
c: Kevin Morrow (kmorrow@cabq.gov)

0000345

Chapter 18 - Impact Fees Regulations

**EXHIBIT I
REQUEST FOR REIMBURSEMENT OF EXCESS CREDITS**

CITY OF ALBUQUERQUE

The below signed excess credit holder hereby requests reimbursement of excess credits in the amounts indicated. The below signed hereby certifies that the requested amounts for reimbursement is current and correct.

PAUL ALLEN HOMES / REX WILSON [Signature] 11/9/18
Name (Credit Holder) Signature Date
4619 INSPIRATION DR. S.E.
Address
ALBUQUERQUE, NM. 87108 505-450-2395
City State Zip Telephone

Park, Recreation, Trails and Open Space Facilities

05-CW-1 / CITY / CALABACILAS / OPEN SPACE
Account Number Service Area CCIP Project Category of Improvements
WIDE / ARKAYO

Amount
LAND DEDICATION \$ 268,345.00

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

LAND DEDICATION 2014
Date (The year in which the excess credits may be applied)

Public Safety Facilities

_____/_____/_____/_____
Account Number Service Area CCIP Project Category of Improvements

Amount

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Roadway Facilities

_____/_____/_____/_____
Account Number Service Area CCIP Project Category of Improvements

Amount

0000346

Chapter 18 - Impact Fees Regulations

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Drainage Facilities

Account Number	Service Area	CCIP Project	Category of Improvements
Amount			

Description of the Component Capital Improvement Plan Project for which the excess credit may be applied.

Date (The year in which the excess credits may be applied)

Approved:

Impact Fees Administrator	Signature	Date
---------------------------	-----------	------

Note: The Impact Fees Administrator shall not be obligated to provide reimbursement in the event there is no unencumbered account balance in the City's impact fee account for the applicable service category and service area.

0000347



ONE ALBUQUERQUE RECEIPT

Request for Supplier Information

Substitute Form **W9**
Department of Finance and
Administrative Services

SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

REX P. Wilson

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY ADDRESS (number, street, and apt or suite no)

4619 Inspiration Dr. S.E.

REMITTANCE ADDRESS (number, street, and apt or suite no)

4619 Inspiration Dr. S.E.

CITY, STATE, and ZIP CODE

Albuq., nm 87108

REMITTANCE CITY, STATE, and ZIP CODE

Albuq., nm 87108

PHONE

505-450-2395

EMAIL ADDRESS

rwr2da@aol.com

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico GRS TAX ID (if applicable)

585-64-4595

□□-□□□□□□□□

□□-□□□□□□□□-□□-□□

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

C CORPORATION

S CORPORATION

PARTNERSHIP

TRUST/ESTATE

LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

Rex P. Wilson

DATE

1/25/19

PRINT NAME

Rex P. Wilson

TITLE

SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

Local Business - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here.

Doing Business Locally - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents.

Woman Owned Business - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

None of the Categories Apply

Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

American Indian or Alaska Native

Asian

Black or African American

Hispanic

Native Hawaiian or Other Pacific Islander

Two or more races

White

0000348

PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

Electronic - Transcepts

Provide a "Remit to" Email Address:

PO (Contact Information, Full Name and Position)

Electronic - Email

Provide an "Order From" Email Address:

Lori Romero

From: Cathy Davis <cathy@huntedavislaw.com>
Sent: Thursday, February 07, 2019 2:56 PM
To: Campbell, David S.
Cc: Morrow, Kevin A.
Subject: FW: Reimbursement for Excess Credits
Attachments: 20190201SLG.pdf; 20190201paulallenhomes.pdf

David: On February 1, 2019, I sent the attached letters to Tony Loyd to find out when my clients would be paid the reimbursement amounts for their excess credits. I have not received any response. Could you please advise when my clients will receive reimbursement? Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/01/2019 02:14 PM
To: TLoyd@cabq.gov
Cc: kmorrow@cabq.gov
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000349

Lori Romero

From: Williams, Brennon
Sent: Thursday, February 14, 2019 10:33 AM
To: Cathy Davis
Cc: Morrow, Kevin A.; Campbell, David S.
Subject: RE: FW: Reimbursement for Excess Credits

Ms. Davis—

Thank you for your email. I will check with staff on this matter and update you as soon as possible.

Sincerely,
Brennon Williams



BRENNON WILLIAMS
deputy planning director
o 505.924.3454
e bnwilliams@cabq.gov
cabq.gov/planning

From: Cathy Davis [<mailto:cathy@huntedavislaw.com>]
Sent: Wednesday, February 13, 2019 10:51 AM
To: Williams, Brennon <bnwilliams@cabq.gov>
Cc: Morrow, Kevin A. <kmorrow@cabq.gov>
Subject: FW: FW: Reimbursement for Excess Credits

Dear Deputy Director Williams:

I am sending this email to you because I received an auto-reply to my email to David Campbell stating that he was out of the office until February 19, 2019. The auto-reply further advised that if I needed any assistance to contact you. Please see the emails below and the attached letters requesting information on my clients' requests to be reimbursed for their excess credits. This matter has been pending since September of 2018. Please advise as to the status. Thank you, Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

0000350

NOTE: IF YOU ARE A CLIENT, DO NOT FORWARD THIS E-MAIL OR ANY ATTACHMENTS TO ANYONE. IF YOU DO, YOU MAY BE WAIVING THE ATTORNEY-CLIENT PRIVILEGE.

IMPORTANT THIS ELECTRONIC MAIL MESSAGE, INCLUDING ANY ATTACHED FILES, IS BEING SENT BY OR ON BEHALF OF A LAWYER; IT IS CONFIDENTIAL AND IT MAY CONTAIN OR CONSTITUTE INFORMATION PROTECTED BY THE ATTORNEY-CLIENT AND/OR THE ATTORNEY WORK-PRODUCT PRIVILEGES. IF THE PERSON ACTUALLY RECEIVING THIS MESSAGE, OR ANY OTHER READER OF THIS MESSAGE, IS NOT THE NAMED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE NAMED RECIPIENT, YOU ARE NOT AUTHORIZED TO RETAIN, READ, COPY OR DISSEMINATE THIS COMMUNICATION OR ANY PART OF IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY HUNT & DAVIS, P.C. AT (505) 881-3191. THANK YOU.

From: Cathy Davis
Sent: Wednesday, February 13, 2019 10:44 AM
To: 'dscampbell@cabq.gov' <dscampbell@cabq.gov>
Subject: FW: Reimbursement for Excess Credits

David: On February 7, 2019, I sent you the email below. My clients have been requesting to be paid the reimbursement amounts for their excess credits since September and November of 2018. I have not received a response and my clients have not received their reimbursements. Please advise as to the status so this matter can be expeditiously resolved. Thank you, Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/07/2019 02:55 PM
To: dscampbell@cabq.gov
Cc: kmorrow@cabq.gov
Subject: FW: Reimbursement for Excess Credits

David: On February 1, 2019, I sent the attached letters to Tony Loyd to find out when my clients would be paid the reimbursement amounts for their excess credits. I have not received any response. Could you please advise when my clients will receive reimbursement? Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/01/2019 02:14 PM
To: TLoyd@cabq.gov
Cc: kmorrow@cabq.gov
Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

0000351

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CONSTITUTE INFORMATION PROTECTED BY THE ATTORNEY-CLIENT AND/OR THE ATTORNEY WORK-PRODUCT PRIVILEGES. IF THE PERSON ACTUALLY RECEIVING THIS MESSAGE, OR ANY OTHER READER OF THIS MESSAGE, IS NOT THE NAMED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE NAMED RECIPIENT, YOU ARE NOT AUTHORIZED TO RETAIN, READ, COPY OR DISSEMINATE THIS COMMUNICATION OR ANY PART OF IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY HUNT & DAVIS, P.C. AT (505) 881-3191. THANK YOU.

=====
This message has been analyzed by Deep Discovery Email Inspector.

0000352

Lori Romero

From: Biazar, Shahab
Sent: Thursday, February 14, 2019 10:27 AM
To: Williams, Brennon; Loyd, Tony J.
Cc: Morrow, Kevin A.
Subject: RE: FW: Reimbursement for Excess Credits

Hi,

We are meeting next week on this with David.

Thanks



SHAHAB BIAZAR, P.E.
city engineer
development review services
o 505.924.3999
e sbiazar@cabq.gov
cabq.gov/planning

From: Williams, Brennon
Sent: Thursday, February 14, 2019 10:22 AM
To: Loyd, Tony J.; Biazar, Shahab
Cc: Morrow, Kevin A.
Subject: FW: FW: Reimbursement for Excess Credits

Tony / Shahab – Do you all have any info/background on this that I can share with Ms. Davis or is it more appropriate to have David contact her when he returns next week? Thanks, BW



BRENNON WILLIAMS
deputy planning director
o 505.924.3454
e bnwilliams@cabq.gov
cabq.gov/planning

0000353

From: Cathy Davis [mailto:cathy@huntedavislaw.com]
Sent: Wednesday, February 13, 2019 10:51 AM
To: Williams, Brennon <bnwilliams@cabq.gov>
Cc: Morrow, Kevin A. <kmorrow@cabq.gov>
Subject: FW: FW: Reimbursement for Excess Credits

Dear Deputy Director Williams:

I am sending this email to you because I received an auto-reply to my email to David Campbell stating that he was out of the office until February 19, 2019. The auto-reply further advised that if I needed any assistance to contact you. Please see the emails below and the attached letters requesting information on my clients' requests to be reimbursed for their excess credits. This matter has been pending since September of 2018. Please advise as to the status. Thank you, Cathy Davis

Catherine F. Davis
HUNT & DAVIS, P.C.
2632 Mesilla, N.E.
Albuquerque, New Mexico 87110

505-881-3191 (phone)
E-Mail Address: cathy@huntedavislaw.com

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From: Cathy Davis
Sent: Wednesday, February 13, 2019 10:44 AM
To: 'dscampbell@cabq.gov' <dscampbell@cabq.gov>
Subject: FW: Reimbursement for Excess Credits

David: On February 7, 2019, I sent you the email below. My clients have been requesting to be paid the reimbursement amounts for their excess credits since September and November of 2018. I have not received a response and my clients have not received their reimbursements. Please advise as to the status so this matter can be expeditiously resolved. Thank you, Cathy

--- Original Message ---

From: Cathy Davis
Received: 02/07/2019 02:55 PM
To: dscampbell@cabq.gov
Cc: kmorrow@cabq.gov
Subject: FW: Reimbursement for Excess Credits

David: On February 1, 2019, I sent the attached letters to Tony Loyd to find out when my clients would be paid the reimbursement amounts for their excess credits. I have not received any response. Could you please advise when my clients will receive reimbursement? Cathy

--- Original Message ---

From: Cathy Davis

Received: 02/01/2019 02:14 PM

To: TLloyd@cabq.gov

Cc: kmorrow@cabq.gov

Subject: Reimbursement for Excess Credits

Please see attached letters. Cathy Davis

Catherine F. Davis

HUNT & DAVIS, P.C.

2632 Mesilla, N.E.

Albuquerque, New Mexico 87110

505-881-3191 (phone)

E-Mail Address: cathy@huntedavislaw.com

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000355

Lori Romero

From: Loyd, Tony J.
Sent: Thursday, February 14, 2019 12:17 PM
To: Biazar, Shahab
Cc: Cordero, Shannon D.
Subject: weekly report

Hi Shahab,

Under DPM Executive Committee, number 1 is new and numbers 2 – 4 are on-going. Under Impact Fees, number 1 is new and numbers 2 – 16 are on-going. Any questions, let me know.

Tony

DPM Executive Committee

New:

1. The Director is meeting with Tim Flynn-Obrien next week to discuss the equity review of the DPM. Tim is currently not under contract to provide the review.

On-going:

2. Environmental Health (Bart Farris, Division Mgr., Paul Olsen and Carol Parker/Legal) are working with Mikaela Renz-Whitmore and Carol Toffaleti concerning proposed changes to the IDO and DPM, related to development within city designated landfill buffer zones.
3. Working with staff on edits to various Chapters and/or Sections (proposed Chapters 4, 6 and 7).
4. Cancelled future Committee meetings, pending the completion of third party reviews of the DPM by the City's Office of Equity and Inclusion and Tim Flynn-Obrien.

Impact Fees

New:

1. A meeting with the Director has been scheduled for Thursday the 21st to discuss reimbursement of excess open / space impact fee credits.

On-going:

2. Cathy Davis, Attorney for Scott Grady and Rex Wilson, has submitted a email/letter of demand related to their requests for reimbursement of excess impact fee credits to the Director. Working on the issue.
3. DMD is working on encumbering impact fees by contractual obligation.
4. Working with Moss Adams (City contracted Auditors) concerning the "Agreed-Upon Procedures" related to the annual audit of the Impact Fees Program.
5. Daily assessments and collections and the application of impact fee credits as needed.
6. Titan Development will be obtaining building permits for new development located at 1101 Central Ave. NE (across from Presbyterian Hospital). The impact fees will be assessed at \$0.00 as the development is located within the Sycamore Metropolitan Redevelopment Area (MRA).
7. BBVA Compass Bank has submitted (December 13, 2018) a request for reimbursement for excess roadway impact fee credits (processed).

0000356

8. Nazish, LLC has submitted (December 5, 2018) a request for reimbursement for excess NW drainage impact fee credits (processed).
9. Scott Grady has submitted (September 28, 2018) a request for reimbursement of excess drainage credits and excess open space credits (processed).
10. Rio Grande Realty Investments has submitted (January 28, 2019) a request for reimbursement of excess roadway impact fee credits (processed).
11. Scott Grady has submitted (September 28, 2018) a request for reimbursement of excess open space credits (on hold).
12. Fourhills Ranch Investments, LLC has submitted (November 9, 2018) a request for reimbursement of excess open space credits (on hold).
13. Rex Wilson with Paul Allen Homes has submitted (November 9, 2018) a request for reimbursement of excess open space credits (on hold).
14. Discussed road impact fee credits with Roy Solomon. This is related to the requirement, to construct Alameda Blvd. public infrastructure improvements as part of his proposed development adjacent to Alameda between San Pedro and Louisiana.
15. Discussed road impact fee credits with Adil Rizvi. This is related to Alameda Blvd. public infrastructure improvements.
16. Have been applying impact fee credits to various City projects. The credits are those obtained, through Legal Agreement, from Bob Keeran.



TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

0000357

Lori Romero

From: Jeremy Mechenbier <jeremymechenbier@mechenbier.com>
Sent: Thursday, February 14, 2019 10:47 AM
To: Loyd, Tony J.
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits

Haha. Not too good. I truly miss those days.

Jeremy Mechenbier

Mechenbier Construction Inc
8500 Washington St. NE Suite A-5
Albuquerque, NM 87113
O) 505-314-7700 C) 505-948-0785
jeremymechenbier@mechenbier.com

-----Original Message-----

From: Loyd, Tony J. [mailto:TLoyd@cabq.gov]
Sent: Thursday, February 14, 2019 10:45 AM
To: Vonderhaar, Ronald L. <RVonderhaar@cabq.gov>; Jeremy Mechenbier <jeremymechenbier@mechenbier.com>
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits

Also,

I think Ron's only batting about .150

TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

-----Original Message-----

From: Vonderhaar, Ronald L.
Sent: Thursday, February 14, 2019 10:18 AM
To: Jeremy Mechenbier <jeremymechenbier@mechenbier.com>
Cc: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits

Jeremy,

When you submit your plans, include the sheet clearly marked "DEMO". Include the former use of the building to be removed and the total enclosed sq. ft. We'll calculate the fees on the existing structures to be removed and deduct them from your impact fees assessments. Is this lot already paved? Does it have other impervious coverings (sidewalks, etc.)? If so, please include that information and we'll adjust the drainage fees accordingly.

0000358

RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

-----Original Message-----

From: Jeremy Mechenbier [mailto:jeremymechenbier@mechenbier.com]
Sent: Thursday, February 14, 2019 9:41 AM
To: Vonderhaar, Ronald L.; Loyd, Tony J.; John Mechenbier; Jeremy Mechenbier
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits

Ron and Tony,

Hope all is well and you guys are still batting .300 at the softball parks. We had recently purchased a parcel of property within COA limits and will be building a new building on this existing lot. The subject address is 8407 Washington Pl. NE and legal is Lot Tract B-2-C-1A. Attached is a map of the location and site. All of the materials and junk is currently off site except for one building and a bunker beneath this building which is denoted with the red square. It is our intention to demo this building and bunker and we would like to receive credits against our future impact fees for this site. What do I need to do to make sure this is documented and that there are no problems when it comes to building permit and paying for the impact fees? Will you require a survey inspection report confirming building footprint size? Any help would be appreciated as we intend to start demo within 2 weeks.

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jeremymechenbier@mechenbier.com

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Lori Romero

From: Jeremy Mechenbier <jeremymechenbier@mechenbier.com>
Sent: Thursday, February 14, 2019 9:41 AM
To: Vonderhaar, Ronald L.; Loyd, Tony J.; John Mechenbier; Jeremy Mechenbier
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits
Attachments: 8407 Washington Pl. NE.png

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jeremymechenbier@mechenbier.com

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8407 Washington Place Northeast



8407 Washington Pl NE
Albuquerque, NM 87113

Directions

SAVE NEARBY SEND TO YOUR PHONE SHARE

- 5CJ2+Q9 Albuquerque, New Mexico
- Add a missing place
- Add a label



Lori Romero

From: Vonderhaar, Ronald L.
Sent: Thursday, February 14, 2019 10:48 AM
To: Loyd, Tony J.
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits

Smart alek! ;o)

RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

-----Original Message-----

From: Loyd, Tony J.
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To: Vonderhaar, Ronald L.; Jeremy Mechenbier
Subject: RE: 8407 Washington Pl. NE Impact Fee Credits

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Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

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RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984

0000362

e rvonderhaar@cabq.gov
cabq.gov/planning

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jeremymechenbier@mechenbier.com

=====
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Lori Romero

From: Loyd, Tony J.
Sent: Thursday, February 14, 2019 12:03 PM
To: 'Richard Stevenson'
Subject: RE: Coors Village Tracts 3A and 3B Public Improvements - Impact Fee Credits

No. Even though Western Trail is a City facility, it is not listed on the CCIP. Therefore, not eligible for impact fee credits.



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Richard Stevenson [<mailto:rstevenson@tierrawestllc.com>]
Sent: Thursday, February 14, 2019 11:39 AM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Cc: Anthony Santi (AnthonyS@dpsdesign.org) <AnthonyS@dpsdesign.org>; Ron Bohannon <rrb@tierrawestllc.com>
Subject: RE: Coors Village Tracts 3A and 3B Public Improvements - Impact Fee Credits

Tony,

Thanks for the clarification. Are we eligible for the improvements on Western Trail NW?

Kind Regards,

Richard Stevenson, EIT

Tierra West LLC
5571 Midway Park Pl., NE
Albuquerque, NM 87109
505-858-3100 ext. 232

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From: Loyd, Tony J. [<mailto:TLoyd@cabq.gov>]
Sent: Thursday, February 14, 2019 11:36 AM
To: Richard Stevenson
Cc: Anthony Santi (AnthonyS@dpsdesign.org); Ron Bohannon
Subject: RE: Coors Village Tracts 3A and 3B Public Improvements - Impact Fee Credits

0000364

Richard,

Coors Blvd. is a NMDOT facility. As such, Coors is not identified on the City's Component Capital Improvement Plan (CCIP). That said, any improvements to Coors would not be impact fee credit eligible.

Tony



TONY LOYD
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e tloyd@cabq.gov
cabq.gov/planning

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Subject: Coors Village Tracts 3A and 3B Public Improvements - Impact Fee Credits

Tony,

Ron Bohannon suggested that I reach out to you to discuss potential Impact Fee Credits. We are working on significant improvements to support the Coors Village development, to be located on the south west corner of Coors Blvd. and Western Trail. We are building the fourth lane on Coors Blvd and would like to discuss the revenue credits that should qualify for impact fee credits for the developer.

Attached is a summary of the offsite improvements and proposed site plans. We are current taking the plans through the DRC process and NM DOT for the fourth lane addition in Coors Blvd.

Can we give you a call to discuss?

Kind Regards,

Richard Stevenson, EIT

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Lori Romero

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Tony



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cabq.gov/planning

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Lori Romero

From: Loyd, Tony J.
Sent: Thursday, February 14, 2019 11:36 AM
To: 'Richard Stevenson'
Cc: 'Anthony Santi (AnthonyS@dpsdesign.org)'; 'Ron Bohannon'
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Lori Romero

From: Richard Stevenson <rstevenson@tierrawestllc.com>
Sent: Thursday, February 14, 2019 12:54 PM
To: Loyd, Tony J.
Subject: RE: Coors Village Tracts 3A and 3B Public Improvements - Impact Fee Credits

Tony, thanks I didn't think it was but wanted to check.

Regards,
Richard

From: Loyd, Tony J. [mailto:TLoyd@cabq.gov]
Sent: Thursday, February 14, 2019 12:03 PM
To: Richard Stevenson
Subject: RE: Coors Village Tracts 3A and 3B Public Improvements - Impact Fee Credits

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o 505.924.3934
e tloyd@cabq.gov
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0000372

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Lori Romero

From: Loyd, Tony J.
Sent: Wednesday, February 20, 2019 11:54 AM
To: Boerner, Christine
Cc: Hart, Carmelina; Motsko, Mark M.
Subject: RE: Impact Fees

Hi Christine,

We know what impact fee revenue comes through the building permit process but not how it is reported/accounted for. You should talk with Christine Ching for that information.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

From: Hart, Carmelina
Sent: Wednesday, February 20, 2019 11:45 AM
To: Loyd, Tony J. <TLoyd@cabq.gov>
Subject: FW: Impact Fees

Hi Tony,

Can you help with this request from Mark Motsko in DMD?

Thanks,
Carmelina



CARMELINA HART
public information coordinator
o 505.924.3349

0000374

m 505.235.8073
e chart@cabq.gov
cabq.gov/planning

From: Motsko, Mark M.
Sent: Wednesday, February 20, 2019 10:41 AM
To: Hart, Carmelina
Subject: FW: Impact Fees

Can you help with this, please?

From: Boerner, Christine
Sent: Monday, February 18, 2019 11:57 AM
To: Motsko, Mark M. <mmotsko@cabq.gov>
Subject: Impact Fees

Hi Mark,

I'm working on the annual information statement for bonds and I need help with the table below. Can you help me update it with 2018 data?

Total Impact Fees

<u>Fiscal Year</u>	<u>Total Collected</u>
2013 ⁽¹⁾	\$1,486,701
2014	1,050,649
2015	1,556,858
2016	2,067,078
2017	3,021,358

(1) In November 2012 City Council passed a new impact fee ordinance. These impact fees are phased in by calendar year: 20% in 2013, 40% in 2014, 60% in 2015, 80% in 2016 and 100% January 2017.

Source: City of Albuquerque, Planning Department.

0000375

Lori Romero

From: Gibson, Brandon R.
Sent: Monday, February 25, 2019 5:03 PM
To: Garcia, Bobbie Jo
Subject: Meeting request

Bobbie Jo,

Can you set up a meeting to review Impact Fees for Open Space with the following?:

Colleen

Dave

Tony Loyd

Perhaps Director Campbell (let Dave decide if Director Campbell is required).

Thank you!



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

0000376

Lori Romero

From: Loyd, Tony J.
Sent: Wednesday, February 27, 2019 11:39 AM
To: Ching, Christine
Subject: credits

Hi Christine,

As we discussed earlier, I'm getting ready to submit the request for number 2 of 3 for reimbursement of excess roadway impact fee credits for Alameda Blvd. The 1st request was from Compass Bank for \$150,000.00 (done), the second request will be from Design and Development Group for about \$171,000.00 (a little over the \$150,000.00 that was planned for – is that ok?) and then Pulte Homes for about \$150,000.00. After that, there are two smaller requests that total \$125,000.00 that I didn't know about until now. Can we manage that? The others that I know about, are retaining their credits to offset impact fees due on future development projects along Alameda (Legacy Apartments and Roy Solomon's second Green Jeans Development). I don't anticipate more requests but who knows. Let me know about the two underlined questions.

Thanks Tony.



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000377

Lori Romero

From: Vonderhaar, Ronald L.
Sent: Tuesday, February 26, 2019 9:57 AM
To: Adil R (adil1424@yahoo.com)
Cc: Loyd, Tony J.
Subject: RE: Markana II: Landscaping Plans

Adil,

Here is the assessment sheet for the apartment complex. These are the final figures. I will enter them into POSSE. When you have the credits situation resolved, have Tony make the changes in POSSE before the customer pays for their permit.

CITY OF ALBUQUERQUE IMPACT FEES SUMMARY SHEET

PERMIT #:		833264
DATE:		2/26/2019
USE:		MULTI-FAMILY
DU'S	135	
PARKS:		\$65,745.00
AREA	NE	
OPEN SPACE:		\$32,670.00
TRAILS:		\$3,645.00
FIRE:		\$9,855.00
POLICE		\$4,320.00
ROADS:		\$87,615.00
DRAINAGE:		\$17,557.76
AREA	FNE	
Imp Ac	3.44	
TOTAL:		\$221,407.76

0000378



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

From: Kameron Cheney [mailto:kCheney@legacydm.net]
Sent: Monday, February 25, 2019 3:12 PM
To: Adil R; Adil R; Shakeel Rizvi; Vonderhaar, Ronald L.
Subject: RE: Markana II: Landscaping Plans

Quantities are direct from the Landscape Architect.

From: Adil R <adil1424@yahoo.com>
Sent: Monday, February 25, 2019 3:02 PM
To: Kameron Cheney <kCheney@legacydm.net>; Adil R <adilr1424@gmail.com>; Adil R <adil1424@yahoo.com>; Shakeel Rizvi <shaky1424@yahoo.com>; Ronald L. Vonderhaar <rvonderhaar@cabq.gov>
Subject: Re: Markana II: Landscaping Plans

On Site seems high . I will ask Ron if that is OK

On Monday, February 25, 2019, 2:59:23 PM MST, Kameron Cheney <kCheney@legacydm.net> wrote:

Adil,

Landscape breakdown as follows:

1. Off-Site 8,932 SF
2. On-Site 45,454 SF

Let me know if this works?

Thank you,

Kameron Cheney

0000379

From: Adil R <adil1424@yahoo.com>
Sent: Monday, February 25, 2019 2:43 PM
To: Adil R <adilr1424@gmail.com>; Ronald L. Vonderhaar <rvonderhaar@cabq.gov>; Kameron Cheney <kCheney@legacydm.net>
Cc: Adil R <adil1424@yahoo.com>; Shakeel Rizvi <shaky1424@yahoo.com>
Subject: Re: Markana II: Landscaping Plans

Good Afternoon Kameron ,

I met with Ron last week and he informed me that he is still waiting for the Landscaping plans that shows the areas for the on site and off site landscaping.

Can you please coordinate with the Landscape Architect and provide the information to Ron ?

Thanks and take care

Adil

505-315-6484

On Thursday, February 14, 2019, 10:47:10 AM MST, Kameron Cheney <kCheney@legacydm.net> wrote:

Mr. Vonderhaar,

Please find landscape plan attached as requested.

Thank you,

0000380

Kameron Cheney

From: Adil R <adil1424@yahoo.com>

Sent: Thursday, February 14, 2019 10:12 AM

To: Kameron Cheney <kCheney@legacydm.net>; Adil R <adil1424@yahoo.com>; Adil R <adilr1424@gmail.com>;
Ronald L. Vonderhaar <rvonderhaar@cabq.gov>

Subject: Fw: Markana II: MARKANA 2 FW: DRAWING LOG: Drawings from Current Set

Kameron Cheney ,

Can you please forward the landscaping plan in a PDF to Ron at the City ?

Thanks

Adil

505-315-6484

----- Forwarded Message -----

From: Vonderhaar, Ronald L. <RVonderhaar@cabq.gov>

To: Adil R <adil1424@yahoo.com>

Sent: Thursday, February 14, 2019, 10:07:41 AM MST

Subject: RE: Markana II: MARKANA 2 FW: DRAWING LOG: Drawings from Current Set

Also, the landscape plan is required to be submitted with all f the other plans. It is nowhere to be found in the ePlan.

0000381



RONALD L. VONDERHAAR, MA, CZO

Impact Fees Coordinator

o 505-924-3984

e rvonderhaar@cabq.gov

cabq.gov/planning

From: Adil R [mailto:adil1424@yahoo.com]

Sent: Thursday, February 14, 2019 9:39 AM

To: Vonderhaar, Ronald L.; Adil R

Subject: Markana II: MARKANA 2 FW: DRAWING LOG: Drawings from Current Set

Good Morning Ron ,

The building Permit is BP-2018-33264 . I am sending you a link to the files in case if you are unable to open the ones below .

Please call me if you have any questions .

Thanks

Adil

505-315-6484

0000382

----- Forwarded Message -----

From: Kameron Cheney <kCheney@legacydm.net>

To: adil1424@yahoo.com <adil1424@yahoo.com>; adilr1424@gmail.com <adilr1424@gmail.com>

Cc: Faizel Kassam <fkassam@legacydm.net>; Kameron Cheney <kCheney@legacydm.net>

Sent: Wednesday, February 13, 2019, 5:09:54 PM MST

Subject: FW: Markana II: MARKANA 2 FW: DRAWING LOG: Drawings from Current Set

Adil,

Please find the Markana 2 drawings sent from Procore.

Let me know if you have any troubles opening the files?

Thank you,

Kameron Cheney

505-228-0369

From: Kameron Cheney (Kassam Construction) <Vandy_Investments_notifications@procoretech.com>

Sent: Wednesday, February 13, 2019 5:07 PM

To: Kameron Cheney <kCheney@legacydm.net>

Subject: Markana II: MARKANA 2 FW: DRAWING LOG: Drawings from Current Set

Markana II



DO NOT REPLY TO THIS EMAIL

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This is a notification sent from an unmonitored email address.

Adil,

Please find drawing link Sent from Procore

Thank you

Kameron

Drawings from Current Set

Drawings from: [Drawings.zip](#) **Note: this link expires after 14 days.**

Download with Markup: [Drawings with Markup.zip](#) (Be advised: The markup on these drawings will be the published markup present at the time this email was sent.)

Additional Attachments: **None**

From: **Kameron Cheney (Kassam Construction)**

Date: **Wednesday, February 13, 2019 at 05:06 pm MST**

Sent To: **Kameron Cheney (Kassam Construction)**

CC: **Kameron Cheney (Kassam Construction)**

Drawing #	Drawing Title	Rev	Drawing Date	Set
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Civil

<u>C-1</u>	<u>SITE DRAINAGE</u>	1	01/02/2019	01/02/2019 Revision
<u>C-2</u>	<u>SITE GRADING - OVERALL</u>	3	01/02/2019	01/02/2019 Revision
<u>C-3</u>	<u>SITE GRADING</u>	3	01/02/2019	01/02/2019 Revision
<u>C-4</u>	<u>SITE GRADING</u>	1	01/02/2019	01/02/2019 Revision
<u>C-5</u>	<u>SITE GRADING</u>	1	01/02/2019	01/02/2019 Revision
<u>C-6</u>	<u>SITE GRADING</u>	1	01/02/2019	01/02/2019 Revision
<u>C-7</u>	<u>SITE UTILITY</u>	1	01/18/2019	01/02/2019 Revision
<u>C-8</u>	<u>WALL DETAILS</u>	1	01/02/2019	01/02/2019 Revision
<u>C-9</u>	<u>STORM DRAIN DETAILS</u>	1	01/02/2019	01/02/2019 Revision
<u>C-10</u>	<u>TYPICAL CROSS-SECTIONS</u>	1	01/02/2019	01/02/2019 Revision

Landscape

<u>L1</u>	<u>LANDSCAPE PLAN</u>	0	09/26/2018	Building Permit Set
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Architectural

<u>CS</u>	<u>COVER SHEET</u>	0	09/21/2018	Building Permit Set
<u>A1.10</u>	<u>SITE PLAN FOR BUILDING PERMIT</u>	0	09/21/2018	Building Permit Set

0000385

<u>A1.11</u>	<u>SITE PHASING PLAN</u>	0	09/21/2018	Building Permit Set
<u>A1.12</u>	<u>POOL HARDSCAPE PLAN</u>	0	09/21/2018	Building Permit Set
<u>A1.13</u>	<u>RAMADA 2 HARDSCAPE PLAN</u>	0	09/21/2018	Building Permit Set
<u>A1.20</u>	<u>SITE DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A1.21</u>	<u>SITE DETAILS 16 - 30</u>	0	09/21/2018	Building Permit Set
<u>A1.22</u>	<u>SITE DETAILS 31 - 45</u>	0	09/21/2018	Building Permit Set
<u>A1.30</u>	<u>ACCESSIBILITY & ADDRESS SITE PLAN</u>	0	09/21/2018	Building Permit Set
<u>A1.40</u>	<u>FIRE SEPARATION SITE PLAN</u>	0	09/21/2018	Building Permit Set
<u>A1.50</u>	<u>LIFE & SAFETY PLANS BUILDING TYPE 1</u>	0	09/21/2018	Building Permit Set
<u>A1.51</u>	<u>LIFE & SAFETY PLANS BUILDINGS TYPE 2 & 3</u>	0	09/21/2018	Building Permit Set
<u>A1.52</u>	<u>LIFE & SAFETY PLANS BUILDINGS TYPE 2 & 3</u>	0	09/21/2018	Building Permit Set
<u>A1.53</u>	<u>LIFE & SAFETY PLANS BUILDINGS TYPE 2 & 3</u>	0	09/21/2018	Building Permit Set
<u>A1.54</u>	<u>LIFE & SAFETY PLANS BUILDINGS TYPE 2 & 3</u>	0	09/21/2018	Building Permit Set
<u>A1.55</u>	<u>LIFE & SAFETY PLANS BUILDINGS TYPE 2 & 3</u>	0	09/21/2018	Building Permit Set
<u>A1.56</u>	<u>LIFE & SAFETY PLANS POOL AREA</u>	0	09/21/2018	Building Permit Set

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<u>A1.60</u>	<u>ANSI CODE UNIT PLANS</u>	0	09/21/2018	Building Permit Set
<u>A1.61</u>	<u>ANSI CODE UNIT PLANS</u>	0	09/21/2018	Building Permit Set
<u>A1.62</u>	<u>ANSI CODE UNIT PLANS</u>	0	09/21/2018	Building Permit Set
<u>A1.70</u>	<u>BUILDING ENVELOPE COMPLIANCE CERTIFICATE</u>	0	09/21/2018	Building Permit Set
<u>A2.10</u>	<u>UNIT PLAN S1</u>	0	09/21/2018	Building Permit Set
<u>A2.11</u>	<u>UNIT PLAN A1</u>	0	09/21/2018	Building Permit Set
<u>A2.12</u>	<u>UNIT PLAN A2</u>	0	09/21/2018	Building Permit Set
<u>A2.13</u>	<u>UNIT PLAN A2H</u>	0	09/21/2018	Building Permit Set
<u>A2.14</u>	<u>UNIT PLAN B2</u>	0	09/21/2018	Building Permit Set
<u>A2.15</u>	<u>UNIT PLAN B2m</u>	0	09/21/2018	Building Permit Set
<u>A2.16</u>	<u>UNIT PLAN B4</u>	0	09/21/2018	Building Permit Set
<u>A2.17</u>	<u>UNIT PLAN B4H</u>	0	09/21/2018	Building Permit Set
<u>A2.18</u>	<u>UNIT PLAN B5</u>	0	09/21/2018	Building Permit Set
<u>A2.19</u>	<u>UNIT PLAN TB1 FIRST FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A2.20</u>	<u>UNIT PLAN TB1 FIRST FLOOR PLAN</u>	0	09/21/2018	Building Permit Set

<u>A2.21</u>	<u>UNIT PLAN TB1 SECOND FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A2.22</u>	<u>UNIT PLAN TB1 SECOND FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A2.23</u>	<u>UNIT PLAN TB1 THIRD FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A2.24</u>	<u>UNIT PLAN TB1 THIRD FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.10</u>	<u>BUILDING TYPE 1 1ST FLOOR SLAB PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.11</u>	<u>BUILDING TYPE 1 1ST AND 2ND FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.12</u>	<u>BUILDING TYPE 1 3RD FLOOR & ROOF PLANS</u>	0	09/21/2018	Building Permit Set
<u>A3.13</u>	<u>BUILDING TYPE 1 ELEVATIONS</u>	0	09/21/2018	Building Permit Set
<u>A3.20</u>	<u>BUILDING TYPE 2 & 3 1ST FLOOR SLAB PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.21a</u>	<u>BUILDING TYPE 2 1ST FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.21b</u>	<u>BUILDING TYPE 3 1ST FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.22</u>	<u>BUILDING TYPE 2 & 3 2ND FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.23</u>	<u>BUILDING TYPE 2 & 3 3RD FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.24</u>	<u>BUILDING TYPE 2 & 3 4TH FLOOR PLAN</u>	0	09/21/2018	Building Permit Set
<u>A3.25</u>	<u>BUILDING TYPE 2 & 3 ROOF PLAN</u>	0	09/21/2018	Building Permit Set

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<u>A3.26</u>	<u>BUILDING TYPE 2 AND 3 ELEVATIONS</u>	0	09/21/2018	Building Permit Set
<u>A3.27</u>	<u>BUILDING TYPE 2 AND 3 ELEVATIONS</u>	0	09/21/2018	Building Permit Set
<u>A3.28</u>	<u>BUILDING TYPE 2 AND 3 ELEVATIONS</u>	0	09/21/2018	Building Permit Set
<u>A4.10</u>	<u>BUILDING TYPE 1 SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A4.11</u>	<u>BUILDING TYPE 1 SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A4.12</u>	<u>BUILDING TYPE 1 SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A4.20</u>	<u>BUILDING TYPE 2 & 3 SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A4.21</u>	<u>BUILDING TYPE 2 & 3 SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A4.22</u>	<u>BUILDING TYPE 2 & 3 SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A5.00</u>	<u>COMMON SCHEDULES DOORS</u>	0	09/21/2018	Building Permit Set
<u>A5.10</u>	<u>MAIL & POOL RESTROOMS PLANS</u>	0	09/21/2018	Building Permit Set
<u>A5.20</u>	<u>POOL RAMADA PLANS</u>	0	09/21/2018	Building Permit Set
<u>A5.21</u>	<u>WEST RAMADA PLANS</u>	0	09/21/2018	Building Permit Set
<u>A5.30</u>	<u>POOL RESTROOMS & RAMADA SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A6.10</u>	<u>STAIR 1, 2, 3, 4 ENLARGED PLANS</u>	0	09/21/2018	Building Permit Set

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<u>A6.11</u>	<u>STAIR 5, 6 ENLARGED PLANS</u>	0	09/21/2018	Building Permit Set
<u>A6.12</u>	<u>STAIR 7, 8 ENLARGED PLANS</u>	0	09/21/2018	Building Permit Set
<u>A6.13</u>	<u>STAIR 7, 8 ENLARGED PLANS</u>	0	09/21/2018	Building Permit Set
<u>A6.14</u>	<u>ELEVATOR 1 ENLARGED PLANS</u>	0	09/21/2018	Building Permit Set
<u>A6.15</u>	<u>ELEVATOR 1 ENLARGED PLANS</u>	0	09/21/2018	Building Permit Set
<u>A6.20</u>	<u>STAIR SECTIONS BUILDING 1</u>	0	09/21/2018	Building Permit Set
<u>A6.21</u>	<u>STAIR SECTIONS BUILDING 1</u>	0	09/21/2018	Building Permit Set
<u>A6.22</u>	<u>STAIR SECTIONS BUILDING 1</u>	0	09/21/2018	Building Permit Set
<u>A6.23</u>	<u>STAIR SECTIONS BUILDING 1</u>	0	09/21/2018	Building Permit Set
<u>A6.24</u>	<u>STAIR SECTIONS BUILDINGS 2 & 3</u>	0	09/21/2018	Building Permit Set
<u>A6.25</u>	<u>ELEVATOR SECTIONS</u>	0	09/21/2018	Building Permit Set
<u>A7.1.10</u>	<u>FIRE ASSEMBLIES 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.1.11</u>	<u>FIRE ASSEMBLIES 16 - 30</u>	0	09/21/2018	Building Permit Set
<u>A7.1.20</u>	<u>FIRE PENETRATIONS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.1.21</u>	<u>FIRE PENETRATIONS 16 - 30</u>	0	09/21/2018	Building Permit Set

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<u>A7.2.10</u>	<u>GROUND SLAB DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.2.11</u>	<u>GROUND SLAB DETAILS 16- 30</u>	0	09/21/2018	Building Permit Set
<u>A7.3.10</u>	<u>FLOOR DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.3.11</u>	<u>FLOOR DETAILS 16 - 30</u>	0	09/21/2018	Building Permit Set
<u>A7.3.20</u>	<u>BALCONY DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.4.10</u>	<u>ROOF DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.4.11</u>	<u>ROOF DETAILS 16-30</u>	0	09/21/2018	Building Permit Set
<u>A7.4.20</u>	<u>SPECIALTY ROOF DETAILS</u>	0	09/21/2018	Building Permit Set
<u>A7.4.30</u>	<u>ROOF TPO STANDARD DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.5.10</u>	<u>EXTERIOR DOOR DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.5.20</u>	<u>INTERIOR DOOR DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.5.30</u>	<u>WINDOW DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.5.31</u>	<u>WINDOW DETAILS 16-30</u>	0	09/21/2018	Building Permit Set
<u>A7.6.10</u>	<u>UNIT DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.6.11</u>	<u>UNIT DETAILS 16-30</u>	0	09/21/2018	Building Permit Set

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<u>A7.6.40</u>	<u>FINISHES 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.7.10</u>	<u>ELEVATOR - STAIR DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.7.11</u>	<u>ELEVATOR - STAIR DETAILS 16-30</u>	0	09/21/2018	Building Permit Set
<u>A7.8.10</u>	<u>ACCESSIBILITY DETAILS 01 - 15</u>	0	09/21/2018	Building Permit Set
<u>A7.8.11</u>	<u>ACCESSIBILITY DETAILS 16-30</u>	0	09/21/2018	Building Permit Set

Structural

<u>S0.1</u>	<u>GENERAL STRUCTURAL NOTES</u>	0	05/02/2018	Building Permit Set
<u>S0.1A</u>	<u>GENERAL STRUCTURAL NOTES</u>	0	05/02/2018	Building Permit Set
<u>S0.2</u>	<u>TYPICAL DETAILS 01-19</u>	0	05/02/2018	Building Permit Set
<u>S0.3</u>	<u>TYPICAL DETAILS 21-39</u>	0	05/02/2018	Building Permit Set
<u>S0.4</u>	<u>TYPICAL DETAILS 41-59</u>	0	05/02/2018	Building Permit Set
<u>S0.5</u>	<u>TYPICAL DETAILS 61-79</u>	0	05/02/2018	Building Permit Set
<u>S1.10</u>	<u>STRUCTURAL SITE PLAN REFERENCE</u>	0	05/02/2018	Building Permit Set
<u>S2.1</u>	<u>SCHEDULES</u>	0	05/02/2018	Building Permit Set
<u>S2.2</u>	<u>SHEAR WALL SCHEDULE AND TYPICAL DETAILS</u>	0	05/02/2018	Building Permit Set

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<u>S3.11</u>	<u>BUILDING TYPE 1 FOUNDATION AND SHEAR WALL/STUD WALL PLANS</u>	0	05/02/2018	Building Permit Set
<u>S3.12</u>	<u>BUILDING TYPE 1 2ND AND 3RD FLOOR FRAMING PLANS</u>	0	05/02/2018	Building Permit Set
<u>S3.13</u>	<u>BUILDING TYPE 1 ROOF FRAMING PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.14</u>	<u>BUILDING TYPE 1 SNOW DRIFT LOAD PLANS</u>	0	05/02/2018	Building Permit Set
<u>S3.21 a</u>	<u>BUILDINGS 2 AND 3 FOUNDATION PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.21 b</u>	<u>BUILDINGS 2 AND 3 SHEAR WALL PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.22a</u>	<u>BUILDINGS 2 AND 3 2ND FLOOR FRAMING PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.22b</u>	<u>BUILDINGS 2 AND 3 2ND FLOOR FRAMING PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.23</u>	<u>BUILDINGS 2 AND 3 3RD FLOOR FRAMING PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.24</u>	<u>BUILDINGS 2 AND 3 4TH FLOOR FRAMING PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.25</u>	<u>BUILDINGS 2 AND 3 ROOF FRAMING PLAN</u>	0	05/02/2018	Building Permit Set
<u>S3.26</u>	<u>BUILDINGS 2 AND 3 SNOW DRIFT LOAD PLAN</u>	0	05/02/2018	Building Permit Set
<u>S5.10</u>	<u>RESTROOMS AND MAILROOM FOUNDATION AND ROOF PLANS</u>	0	05/02/2018	Building Permit Set
<u>S5.20</u>	<u>POOL RAMADA PLANS</u>	0	05/02/2018	Building Permit Set

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<u>S5.21</u>	<u>WEST RAMADA PLANS</u>	0	05/02/2018	Building Permit Set
<u>S6.10</u>	<u>STAIR 1-6 ENLARGED PLANS</u>	0	05/02/2018	Building Permit Set
<u>S6.12</u>	<u>STAIR 7-8 ENLARGED PLANS</u>	0	05/02/2018	Building Permit Set
<u>S6.13</u>	<u>STAIR 7-8 ENLARGED PLANS</u>	0	05/02/2018	Building Permit Set
<u>SD1.1</u>	<u>FOUNDATION DETAILS 101-119</u>	0	05/02/2018	Building Permit Set
<u>SD1.2</u>	<u>FOUNDATION DETAILS 121-139</u>	0	05/02/2018	Building Permit Set
<u>SD2.1</u>	<u>FLOOR FRAMING DETAILS 201-219</u>	0	05/02/2018	Building Permit Set
<u>SD2.2</u>	<u>FLOOR FRAMING DETAILS 221-239</u>	0	05/02/2018	Building Permit Set
<u>SD2.3</u>	<u>FLOOR FRAMING DETAILS 241-259</u>	0	05/02/2018	Building Permit Set
<u>SD2.4</u>	<u>FLOOR FRAMING DETAILS 261-279</u>	0	05/02/2018	Building Permit Set
<u>SD2.5</u>	<u>FLOOR FRAMING DETAILS 281-299</u>	0	05/02/2018	Building Permit Set
<u>SD3.1</u>	<u>ROOF FRAMING DETAILS 301-319</u>	0	05/02/2018	Building Permit Set
<u>SD3.2</u>	<u>ROOF FRAMING DETAILS 321-339</u>	0	05/02/2018	Building Permit Set
<u>SD3.3</u>	<u>ROOF FRAMING DETAILS 341-359</u>	0	05/02/2018	Building Permit Set
<u>SD3.4</u>	<u>ROOF FRAMING DETAILS 361-379</u>	0	05/02/2018	Building Permit Set

0000394

<u>SD4.1</u>	<u>STAIR DETAILS 401-419</u>	0	05/02/2018	Building Permit Set
<u>SD4.2</u>	<u>STAIR DETAILS 421-439</u>	0	05/02/2018	Building Permit Set
<u>SD5.1</u>	<u>SITE FRAMING DETAILS 501-519</u>	0	05/02/2018	Building Permit Set
<u>SD5.2</u>	<u>SITE FRAMING DETAILS 521-539</u>	0	05/02/2018	Building Permit Set

Mechanical

<u>M1.1</u>	<u>BUILDING TYPE 1 MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M1.2</u>	<u>BUILDING TYPE 2 MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M1.3</u>	<u>BUILDING TYPE 3 MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.1</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.2</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.3</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.4</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.5</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.6</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set
<u>M2.7</u>	<u>TYPICAL UNITS MECHANICAL PLANS</u>	0	09/21/2018	Building Permit Set

0000395

<u>M3.1</u>	<u>MECHANICAL PLAN MAIL POOL RESTROOMS</u>	0	09/21/2018	Building Permit Set
<u>M4.1</u>	<u>MECHANICAL DETAILS</u>	0	09/21/2018	Building Permit Set
<u>M4.2</u>	<u>MECHANICAL DETAILS</u>	0	09/21/2018	Building Permit Set
<u>M4.3</u>	<u>MECHANICAL DETAILS</u>	0	09/21/2018	Building Permit Set
<u>M5.1</u>	<u>MECHANICAL NOTES SCHEDULES</u>	0	09/21/2018	Building Permit Set
<u>M6.1</u>	<u>IECC MECHANICAL REPORT</u>	0	09/21/2018	Building Permit Set

Plumbing

<u>P0.1</u>	<u>PLUMBING SITE PLAN</u>	0	09/21/2018	Building Permit Set
<u>P1.1.1</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.1.2</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.2.1</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.2.2</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.2.3</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.2.4</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.3.1</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set

0000396

<u>P1.3.2</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.3.3</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P1.3.4</u>	<u>BUILDING WASTE GAS</u>	0	09/21/2018	Building Permit Set
<u>P2.1.1</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.1.2</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.2.1</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.2.2</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.2.3</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.2.4</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.2.5</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.3.1</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.3.2</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.3.3</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.3.4</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set
<u>P2.3.5</u>	<u>BUILDING WATER STORM DRAINAGE</u>	0	09/21/2018	Building Permit Set

0000397

<u>P3.1</u>	<u>TYPICAL UNITS PLUMBING PLANS</u>	0	09/21/2018	Building Permit Set
<u>P3.2</u>	<u>TYPICAL UNITS PLUMBING PLANS</u>	0	09/21/2018	Building Permit Set
<u>P3.3</u>	<u>TYPICAL UNITS PLUMBING PLANS</u>	0	09/21/2018	Building Permit Set
<u>P3.4</u>	<u>TYPICAL UNITS PLUMBING PLANS</u>	0	09/21/2018	Building Permit Set
<u>P4.1</u>	<u>ENLARGED PLUMBING PLAN</u>	0	09/21/2018	Building Permit Set
<u>P5.1</u>	<u>PLUMBING SCHEMATICS</u>	0	09/21/2018	Building Permit Set
<u>P5.2</u>	<u>PLUMBING SCHEMATICS</u>	0	09/21/2018	Building Permit Set
<u>P5.3</u>	<u>PLUMBING SCHEMATICS</u>	0	09/21/2018	Building Permit Set
<u>P6.1</u>	<u>PLUMBING NOTES AND SCHEDULES</u>	0	09/21/2018	Building Permit Set
<u>P6.2</u>	<u>PLUMBING DETAILS</u>	0	09/21/2018	Building Permit Set

Electrical

<u>E0.00</u>	<u>ELECTRICAL NOTES, SYMBOLS & LEGEND</u>	0	09/21/2018	Building Permit Set
<u>E1.10</u>	<u>DATE: SEPTEMBER 21,2018 ORB 17-219</u>	0	09/21/2018	Building Permit Set
<u>E1.11</u>	<u>ELECTRICAL POOL PHOTOMETRIC PLAN</u>	0	09/21/2018	Building Permit Set
<u>E1.12</u>	<u>ELECTRICAL SITE POWER DISTRIBUTION PLAN</u>	0	09/21/2018	Building Permit Set

0000398

<u>E1.13</u>	<u>ELECTRICAL SITE LIGHTING DETAILS</u>	0	09/21/2018	Building Permit Set
<u>E1.14</u>	<u>ELECTRICAL SITE - FIXTURE CUTSHEETS</u>	0	09/21/2018	Building Permit Set
<u>E1.15</u>	<u>ELECTRICAL SITE - FIXTURE CUTSHEETS</u>	0	09/21/2018	Building Permit Set
<u>E2.11</u>	<u>ELECTRICAL PLANS UNITS SI, A1,A2& A2H</u>	0	09/21/2018	Building Permit Set
<u>E2.12</u>	<u>ELECTRICAL PLANS UNITS B2 & B2m</u>	0	09/21/2018	Building Permit Set
<u>E2.13</u>	<u>ELECTRICAL PLANS UNITS B4&B4H</u>	0	09/21/2018	Building Permit Set
<u>E2.14</u>	<u>ELECTRICAL PLAN UNIT B5</u>	0	09/21/2018	Building Permit Set
<u>E2.15</u>	<u>ELECTRICAL PLAN UNIT TB1</u>	0	09/21/2018	Building Permit Set
<u>E3.11</u>	<u>BUILDING TYPE 1 1ST AND 2ND FLOOR PLANS</u>	0	09/21/2018	Building Permit Set
<u>E3.12</u>	<u>BUILDING TYPE 1 3RD & ROOF FLOOR PLANS</u>	0	09/21/2018	Building Permit Set
<u>E3.21 a</u>	<u>BUILDING TYPE 2 LEVEL 1 ELECT. PLAN</u>	0	09/21/2018	Building Permit Set
<u>E3.21 b</u>	<u>BUILDING TYPE 3 LEVEL 1 ELECT. PLAN</u>	0	09/21/2018	Building Permit Set
<u>E3.22</u>	<u>BUILDING TYPE 2 LEVEL 2 ELECT. PLAN</u>	0	09/21/2018	Building Permit Set
<u>E3.23</u>	<u>BUILDING TYPE 2 & 3 LEVEL 3 ELECT. PLAN</u>	0	09/21/2018	Building Permit Set
<u>E3.24</u>	<u>BUILDING TYPE 2 & 3 LEVEL 4 ELECT. PLAN</u>	0	09/21/2018	Building Permit Set

0000399

<u>E3.25</u>	<u>BUILDING TYPE 2 & 3 ROOF PLAN</u>	0	09/21/2018	Building Permit Set
<u>E4.11</u>	<u>ELECTRICAL PLANS RAMADA 1 & POOL R.R.</u>	0	09/21/2018	Building Permit Set
<u>E4.12</u>	<u>ELECTRICAL PLANS RAMADA2</u>	0	09/21/2018	Building Permit Set
<u>E5.11</u>	<u>ELECTRICAL DETAILS</u>	0	09/21/2018	Building Permit Set
<u>E5.12</u>	<u>ELECTRICAL DETAILS</u>	0	09/21/2018	Building Permit Set
<u>E6.11</u>	<u>ELECTRICAL DIAGRAMS</u>	0	09/21/2018	Building Permit Set
<u>E6.12</u>	<u>ELECTRICAL DIAGRAMS</u>	0	09/21/2018	Building Permit Set
<u>E7.11</u>	<u>ELECTRICAL SCHEDULES</u>	0	09/21/2018	Building Permit Set
<u>E7.12</u>	<u>ELECTRICAL SCHEDULES</u>	0	09/21/2018	Building Permit Set
<u>E7.13</u>	<u>ELECTRICAL PANEL SCHEDULES</u>	0	09/21/2018	Building Permit Set
<u>E7.14</u>	<u>ELECTRICAL PANEL SCHEDULES</u>	0	09/21/2018	Building Permit Set
<u>E8.00</u>	<u>ELECTRICAL CALCULATIONS</u>	0	09/21/2018	Building Permit Set
<u>E9.00</u>	<u>ELECTRICAL SPECIFICATIONS</u>	0	09/21/2018	Building Permit Set
Interior				
<u>IDCS</u>	<u>COVER SHEET</u>	0	09/19/2018	Building Permit Set

0000400

<u>ID1.1</u>	<u>MARKANA PHASE II Furniture Pool/Ramadas</u>	0	09/19/2018	Building Permit Set
<u>ID1.2</u>	<u>MARKANA PHASE II Furniture Model A2</u>	0	09/19/2018	Building Permit Set
<u>ID2.1</u>	<u>MARKANA PHASE II Lighting Pool/Ramadas</u>	0	09/19/2018	Building Permit Set
<u>ID2.2</u>	<u>MARKANA PHASE II Lighting and Electrical Unit</u>	0	09/19/2018	Building Permit Set
<u>ID3.1</u>	<u>MARKANA PHASE II Plumbing and Appliance Pool/Ramadas</u>	0	09/19/2018	Building Permit Set
<u>ID3.2</u>	<u>MARKANA PHASE II Plumbing and Appliance Unit</u>	0	09/19/2018	Building Permit Set
<u>ID4.1</u>	<u>MARKANA PHASE II Ceiling, Wall and Window Pool/Ramadas</u>	0	09/19/2018	Building Permit Set
<u>ID4.2</u>	<u>MARKANA PHASE II Ceiling, Wall and Window Unit</u>	0	09/19/2018	Building Permit Set
<u>ID5.1</u>	<u>MARKANA PHASE II Floor and Counter Pool/Ramadas</u>	0	09/19/2018	Building Permit Set
<u>ID5.2</u>	<u>MARKANA PHASE II Floor and Counter Unit</u>	0	09/19/2018	Building Permit Set
<u>ID6.1</u>	<u>MARKANA PHASE II Millwork and Elevations Pool/Ramada</u>	0	09/19/2018	Building Permit Set
<u>ID6.2</u>	<u>MARKANA PHASE II Millwork and Elevations Unit</u>	0	09/19/2018	Building Permit Set

Kameron Cheney
Construction Operations Manager
Legacy Hospitality, Inc
6501 Eagle Rock NE Suite B-5
Albuquerque, NM 87113
Office
Legacydm.net



=====
This message has been analyzed by Deep Discovery Email Inspector.

Kameron Cheney
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=====
This message has been analyzed by Deep Discovery Email Inspector.

Lori Romero

From: Ching, Christine
Sent: Wednesday, February 27, 2019 11:53 AM
To: Loyd, Tony J.
Subject: RE: credits

Yes, it is what it is. There will be just less appropriated in the future. I will only appropriate what we have in revenue and if it is less that what was appropriated I will de-appropriate in future cleanups.

Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Loyd, Tony J.
Sent: Wednesday, February 27, 2019 11:39 AM
To: Ching, Christine <CChing@cabq.gov>
Subject: credits

Hi Christine,

As we discussed earlier, I'm getting ready to submit the request for number 2 of 3 for reimbursement of excess roadway impact fee credits for Alameda Blvd. The 1st request was from Compass Bank for \$150,000.00 (done), the second request will be from Design and Development Group for about \$171,000.00 (a little over the \$150,000.00 that was planned for – is that ok?) and then Pulte Homes for about \$150,000.00. After that, there are two smaller requests that total \$125,000.00 that I didn't know about until now. Can we manage that? The others that I know about, are retaining their credits to offset impact fees due on future development projects along Alameda (Legacy Apartments and Roy Solomon's second Green Jeans Development). I don't anticipate more requests but who knows. Let me know about the two underlined questions.

Thanks Tony.



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000403

Lori Romero

From: Campbell, David S.
Sent: Thursday, February 28, 2019 5:44 PM
To: Simon, David J.; Gibson, Brandon R.
Cc: Loyd, Tony J.
Subject: Open Space Impact Fees

Dave and Brandon: As we discussed earlier this week, we are getting some private sector legal pressure to refund Open Space Impact Fee credits that are unencumbered.

Want to let you know this, in the event you have pre-existing encumbrances or commitments that would withstand legal review.

Please let me know.

David



DAVID S. CAMPBELL
planning director
o 505.924.3352
m 505.238.3852
e dscampbell@cabq.gov
cabq.gov/planning

0000404

Lori Romero

From: Gibson, Brandon R.
Sent: Thursday, February 28, 2019 5:57 PM
To: Simon, David J.
Subject: Re: Open Space Impact Fees

Director Simon,

Before I left for vacation, I requested for Bobbie Jo to schedule a meeting with Tony & Director Campbell. I hope we can get it done soon.

Brandon Gibson
Associate Director
City of Albuquerque
Parks & Recreation Department
Office: 505.768.5342

On Feb 28, 2019, at 4:44 PM, Campbell, David S. <dscampbell@cabq.gov> wrote:

Dave and Brandon: As we discussed earlier this week, we are getting some private sector legal pressure to refund Open Space Impact Fee credits that are unencumbered.

Want to let you know this, in the event you have pre-existing encumbrances or commitments that would withstand legal review.

Please let me know.

David

<image001.jpg>

DAVID S. CAMPBELL
planning director
o 505.924.3352
m 505.238.3852
e dscampbell@cabq.gov
cabq.gov/planning

0000405

Lori Romero

From: Simon, David J.
Sent: Thursday, February 28, 2019 6:21 PM
To: Gibson, Brandon R.
Subject: RE: Open Space Impact Fees

La Q!

Dave

DAVID J. SIMON
Director, Parks & Recreation Department
City of Albuquerque
1801 4th Street N.W.
Albuquerque, NM 87102
O 505-768-5360
C 505-250-2601
dsimon@cabq.gov
www.cabq.gov/parksandrecreation



From: Gibson, Brandon R.
Sent: Thursday, February 28, 2019 5:57 PM
To: Simon, David J.
Subject: Re: Open Space Impact Fees

Director Simon,

Before I left for vacation, I requested for Bobbie Jo to schedule a meeting with Tony & Director Campbell. I hope we can get it done soon.

Brandon Gibson
Associate Director
City of Albuquerque
Parks & Recreation Department
Office: 505.768.5342

On Feb 28, 2019, at 4:44 PM, Campbell, David S. <dscampbell@cabq.gov> wrote:

000406

Dave and Brandon: As we discussed earlier this week, we are getting some private sector legal pressure to refund Open Space Impact Fee credits that are unencumbered.

Want to let you know this, in the event you have pre-existing encumbrances or commitments that would withstand legal review.

Please let me know.

David

<image001.jpg>

DAVID S. CAMPBELL
planning director
o 505.924.3352
m 505.238.3852
e dscampbell@cabq.gov
cabq.gov/planning

0000407

Lori Romero

From: Campbell, David S.
Sent: Thursday, February 28, 2019 5:42 PM
To: Loyd, Tony J.
Subject: RE: open space credits

Tony: yes, I have spoken to Dave Simon and Open Space manager Brandon Gibson, and let them know that we are ready to send the money back. They wanted to think about it for a moment, and I told them I would check in again on March 4.

Will let you know.

David



DAVID S. CAMPBELL
planning director
o 505.924.3352
m 505.238.3852
e dscampbell@cabq.gov
cabq.gov/planning

From: Loyd, Tony J.
Sent: Thursday, February 28, 2019 1:14 PM
To: Campbell, David S. <dscampbell@cabq.gov>
Subject: open space credits

Hi David,

I was talking with Kevin yesterday about the status of our purchase of open space credits and it appears not much is happening. He mentioned that he had not heard anything from you and was under the impression that you wanted to talk with Dave Simon first before we move forward. In our meeting, I do remember that you wanted to talk with Dave Simon but I did not hear that you wanted to do that before moving forward. That said, when should we move forward? Those affected, call me weekly (plus or minus) wanting to know the status.

Thanks- Tony

0000408



TONY LOYD

Impact Fees Administrator

o 505.924.3934

e tloyd@cabq.gov

cabq.gov/planning

000409

Lori Romero

From: Gibson, Brandon R.
Sent: Tuesday, March 05, 2019 4:32 PM
To: Flores, David M.; Jordan, Deb
Cc: Simon, David J.
Subject: Update Status on 6900900

PCDMD 24_OPEN_SPACE 6900900 FUND 345

David,

Can you provide Director Simon and I with an up to date status on the Open Space Impact Fee account?

The 2/9/19 Transitory Report shows \$340,551 Unencumbered Less Indirect, with \$76,411 total encumbered. I want to see what has cleared against this account since September 2018, and what the \$76,411 is encumbered for. The sooner we have this information, the better.

Thank you,



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

0000410

Lori Romero

From: Gibson, Brandon R.
Sent: Wednesday, March 06, 2019 2:54 PM
To: Ching, Christine
Subject: 305 / 6900610

Christine,

Good afternoon. Could you send me a breakdown of the activity for account 345 / 6900610 (Open Space Impact Fees) for the past twelve months? I'm interested to see what has posted, what has been encumbered and any other activity on the account. I'd like to make sure that our recent transactions and balances are up to date and accurate before some related upcoming meetings.

Thank you,



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

0000411

Lori Romero

From: Gibson, Brandon R.
Sent: Thursday, March 07, 2019 5:28 PM
To: Simon, David J.
Subject: FW: 305 / 6900610
Attachments: open space 6900900.xlsx

See attached Impact Fee balance for Open Space. I'd like to review this with Andrew and Lawrence for further understanding. Between the three different reports I've seen this week, I have some questions.



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

From: Ching, Christine
Sent: Thursday, March 07, 2019 9:45 AM
To: Gibson, Brandon R. <bgibson@cabq.gov>
Cc: Maldonado, Lawrence E <lemaldonado@cabq.gov>; Whitson, Linda <LWhitson@cabq.gov>; Osborne-Moore, Jessica <josborne-moore@cabq.gov>
Subject: RE: 305 / 6900610

Brandon,

I created a Pivot for activity 6900900 versus 6900610. The bottom portion of the spreadsheet is the reserve that we have in the Financial Status Report. If you need additional information like what it was actually spent on you can ask Lawrence to pull up the actual invoices. Let me know if you need anything else.

Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Gibson, Brandon R.
Sent: Wednesday, March 06, 2019 2:54 PM
To: Ching, Christine <CChing@cabq.gov>
Subject: 305 / 6900610

0000412

Christine,

Good afternoon. Could you send me a breakdown of the activity for account 345 / 6900610 (Open Space Impact Fees) for the past twelve months? I'm interested to see what has posted, what has been encumbered and any other activity on the account. I'd like to make sure that our recent transactions and balances are up to date and accurate before some related upcoming meetings.

Thank you,



BRANDON GIBSON
associate director
o 505.768.5342
cabq.gov/parksandrecreation

0000413

Sum of MONETARY_AMOUNT			FISCAL_YEAR	ACCOUNTING_MC
			2018	
ACTIVITY_ID	ACCOUNT	ACCOUNT_DESCR	JANUARY	FEBRUARY
6900900	460100	Contributions/Aid - Construct	-19,307.00	-30,430.00
	461001	Investment Interest		-667.05
	493999	IDOH for Allocation		
	530500	Captl-Land		
	593110	IDOH Out - Fund 110		
	525200	Taxes - General		
6900900 Total			-19,307.00	-31,097.05
Grand Total			-19,307.00	-31,097.05

6900900 11/28/18 Reserve for Chant Property

6900900* Tot FD 345 OPEN SPACE

0000414

MONTH							
2018							
MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
-49,739.00	-53,052.00	-39,687.00	-15,992.00	-1,477,116.04	-39,238.00	-39,996.00	-38,547.00
-12,866.48		-445.99	-2,741.99	-18,519.38	-81,244.28	-466.20	-643.31
	0.00			0.00			
	500,000.00			247,098.00			
	9,000.00			5,113.26			
				-1,204.74			
-62,605.48	455,948.00	-40,132.99	-18,733.99	-1,244,628.90	-120,482.28	-40,462.20	-39,190.31
-62,605.48	455,948.00	-40,132.99	-18,733.99	-1,244,628.90	-120,482.28	-40,462.20	-39,190.31



76,411.45

Decreased \$290,000 Property Paid & \$389.55 Closing Cos

76,411.45	0.00	340,551
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2018		2018 Total	2019				
NOVEMBER	DECEMBER		JANUARY	FEBRUARY	MARCH	JULY	AUGUST
-25,456.00	-34,054.90	-1,862,614.94	-8,808.00	-5,837.00	-2,245.00	-1,135,977.42	-22,071.00
-666.90	-2,621.16	-120,882.74				-120,882.74	-2,082.99
		0.00	-12.41	-8.49			
		747,098.00	689.55				
		14,113.26	12.41	8.49			
		-1,204.74					
-26,122.90	-36,676.06	-1,223,491.16	-8,118.45	-5,837.00	-2,245.00	-1,256,860.16	-24,153.99
-26,122.90	-36,676.06	-1,223,491.16	-8,118.45	-5,837.00	-2,245.00	-1,256,860.16	-24,153.99

st 1/25/19 - Increased by \$247,101 12/19/18 - Jordan, Deb

2019				2019 Total	Grand Total
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
-13,333.00	-14,406.00	-12,158.00	-10,467.00	-1,225,302.42	-3,087,917.36
-1,160.21				-124,125.94	-245,008.68
0.00		-6,282.67	-5,220.00	-11,523.57	-11,523.57
		349,037.07	290,000.00	639,726.62	1,386,824.62
0.00		6,282.67	5,220.00	11,523.57	25,636.83
					-1,204.74
-14,493.21	-14,406.00	336,879.07	279,533.00	-709,701.74	-1,933,192.90
-14,493.21	-14,406.00	336,879.07	279,533.00	-709,701.74	-1,933,192.90

Lori Romero

From: Gibson, Brandon R.
Sent: Thursday, March 07, 2019 3:27 PM
To: Jordan, Deb; Flores, David M.
Subject: Fwd: 305 / 6900610
Attachments: image001.png; ATT00001.htm; open space 6900900.xlsx; ATT00002.htm

See attached pivot table from Christine Ching regarding Open Space Impact Fees:

Brandon Gibson
Associate Director
City of Albuquerque
Parks & Recreation Department
Office: 505.768.5342

Begin forwarded message:

From: "Ching, Christine" <CChing@cabq.gov>
Date: March 7, 2019 at 9:44:49 AM MST
To: "Gibson, Brandon R." <bgibson@cabq.gov>
Cc: "Maldonado, Lawrence E" <lemaldonado@cabq.gov>, "Whitson, Linda" <LWhitson@cabq.gov>, "Osborne-Moore, Jessica" <josborne-moore@cabq.gov>
Subject: RE: 305 / 6900610

Brandon,

I created a Pivot for activity 6900900 versus 6900610. The bottom portion of the spreadsheet is the reserve that we have in the Financial Status Report. If you need additional information like what it was actually spent on you can ask Lawrence to pull up the actual invoices. Let me know if you need anything else.

Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Gibson, Brandon R.
Sent: Wednesday, March 06, 2019 2:54 PM
To: Ching, Christine <CChing@cabq.gov>
Subject: 305 / 6900610

Christine,

Good afternoon. Could you send me a breakdown of the activity for account 345 / 6900610 (Open Space Impact Fees) for the past twelve months? I'm interested to see what has posted, what has

been encumbered and any other activity on the account. I'd like to make sure that our recent transactions and balances are up to date and accurate before some related upcoming meetings.

Thank you,

0000419

Sum of MONETARY_AMOUNT			FISCAL_YEAR	ACCOUNTING_MC
			2018	
ACTIVITY_ID	ACCOUNT	ACCOUNT_DESCR	JANUARY	FEBRUARY
6900900	460100	Contributions/Aid - Construct	-19,307.00	-30,430.00
	461001	Investment Interest		-667.05
	493999	IDOH for Allocation		
	530500	Captl-Land		
	593110	IDOH Out - Fund 110		
	525200	Taxes - General		
6900900 Total			-19,307.00	-31,097.05
Grand Total			-19,307.00	-31,097.05

6900900 11/28/18 Reserve for Chant Property

6900900* Tot FD 345 OPEN SPACE

0000420

MONTH

2018								
MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	
-49,739.00	-53,052.00	-39,687.00	-15,992.00	-1,477,116.04	-39,238.00	-39,996.00	-38,547.00	
-12,866.48		-445.99	-2,741.99	-18,519.38	-81,244.28	-466.20	-643.31	
	0.00			0.00				
	500,000.00			247,098.00				
	9,000.00			5,113.26				
				-1,204.74				
-62,605.48	455,948.00	-40,132.99	-18,733.99	-1,244,628.90	-120,482.28	-40,462.20	-39,190.31	
-62,605.48	455,948.00	-40,132.99	-18,733.99	-1,244,628.90	-120,482.28	-40,462.20	-39,190.31	



76,411.45

Decreased \$290,000 Property Paid & \$389.55 Closing Cos

76,411.45	0.00	340,551

2018		2018 Total	2019				
NOVEMBER	DECEMBER		JANUARY	FEBRUARY	MARCH	JULY	AUGUST
-25,456.00	-34,054.90	-1,862,614.94	-8,808.00	-5,837.00	-2,245.00	-1,135,977.42	-22,071.00
-666.90	-2,621.16	-120,882.74				-120,882.74	-2,082.99
		0.00	-12.41	-8.49			
		747,098.00	689.55				
		14,113.26	12.41	8.49			
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-26,122.90	-36,676.06	-1,223,491.16	-8,118.45	-5,837.00	-2,245.00	-1,256,860.16	-24,153.99
-26,122.90	-36,676.06	-1,223,491.16	-8,118.45	-5,837.00	-2,245.00	-1,256,860.16	-24,153.99

at 1/25/19 - Increased by \$247,101 12/19/18 - Jordan, Deb

2019				2019 Total	Grand Total
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
-13,333.00	-14,406.00	-12,158.00	-10,467.00	-1,225,302.42	-3,087,917.36
-1,160.21				-124,125.94	-245,008.68
0.00		-6,282.67	-5,220.00	-11,523.57	-11,523.57
		349,037.07	290,000.00	639,726.62	1,386,824.62
0.00		6,282.67	5,220.00	11,523.57	25,636.83
					-1,204.74
-14,493.21	-14,406.00	336,879.07	279,533.00	-709,701.74	-1,933,192.90
-14,493.21	-14,406.00	336,879.07	279,533.00	-709,701.74	-1,933,192.90

0000423

Lori Romero

From: Gibson, Brandon R.
Sent: Thursday, March 07, 2019 5:16 PM
To: Simon, David J.
Subject: Fwd: 305 / 6900610
Attachments: image001.png; ATT00001.htm; open space 6900900.xlsx; ATT00002.htm

See attached

Brandon Gibson
Associate Director
City of Albuquerque
Parks & Recreation Department
Office: 505.768.5342

Begin forwarded message:

From: "Ching, Christine" <CChing@cabq.gov>
Date: March 7, 2019 at 9:44:49 AM MST
To: "Gibson, Brandon R." <bgibson@cabq.gov>
Cc: "Maldonado, Lawrence E" <lemaldonado@cabq.gov>, "Whitson, Linda" <LWhitson@cabq.gov>, "Osborne-Moore, Jessica" <josborne-moore@cabq.gov>
Subject: RE: 305 / 6900610

Brandon,

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Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

Office: 505.768.3830 | Direct: 505.768.3811 | Fax: 505.768.3810

From: Gibson, Brandon R.
Sent: Wednesday, March 06, 2019 2:54 PM
To: Ching, Christine <CChing@cabq.gov>
Subject: 305 / 6900610

Christine,

0000424

Good afternoon. Could you send me a breakdown of the activity for account 345 / 6900610 (Open Space Impact Fees) for the past twelve months? I'm interested to see what has posted, what has

been encumbered and any other activity on the account. I'd like to make sure that our recent transactions and balances are up to date and accurate before some related upcoming meetings.

Thank you,

0000425

Lori Romero

From: Jordan, Deb
Sent: Friday, March 08, 2019 7:29 AM
To: Gibson, Brandon R.
Cc: Flores, David M.
Subject: FW: 305 / 6900610
Attachments: image001.png; ATT00001.htm; open space 6900900.xlsx; ATT00002.htm

Brandon,

On this one, I had the \$76,411.45 reserve released and that leaves you \$416,962.45 left in the activity for your use. I believe I stated that in my response to you.

Anything else let me know.



DEB JORDAN
accountant 1
o 505.768.5338
cabq.gov/parksandrecreation

From: Gibson, Brandon R.
Sent: Thursday, March 07, 2019 3:27 PM
To: Jordan, Deb <dnjordan@cabq.gov>; Flores, David M. <DFlores@cabq.gov>
Subject: Fwd: 305 / 6900610

See attached pivot table from Christine Ching regarding Open Space Impact Fees:

Brandon Gibson
Associate Director
City of Albuquerque
Parks & Recreation Department
Office: 505.768.5342

Begin forwarded message:

From: "Ching, Christine" <CChing@cabq.gov> 0000426
Date: March 7, 2019 at 9:44:49 AM MST
To: "Gibson, Brandon R." <bgibson@cabq.gov>
Cc: "Maldonado, Lawrence E" <lemaldonado@cabq.gov>, "Whitson, Linda" <LWhitson@cabq.gov>

"Osborne-Moore, Jessica" <josborne-moore@cabq.gov>

Subject: RE: 305 / 6900610

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Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

PO Box 1293 | Albuquerque, New Mexico 87103

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From: Gibson, Brandon R.

Sent: Wednesday, March 06, 2019 2:54 PM

To: Ching, Christine <CChing@cabq.gov>

Subject: 305 / 6900610

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Thank you,

0000427

Lori Romero

From: Ching, Christine
Sent: Thursday, March 07, 2019 9:45 AM
To: Gibson, Brandon R.
Cc: Maldonado, Lawrence E; Whitson, Linda; Osborne-Moore, Jessica
Subject: RE: 305 / 6900610
Attachments: open space 6900900.xlsx

Brandon,

I created a Pivot for activity 6900900 versus 6900610. The bottom portion of the spreadsheet is the reserve that we have in the Financial Status Report. If you need additional information like what it was actually spent on you can ask Lawrence to pull up the actual invoices. Let me know if you need anything else.

Christine Ching

Fiscal Manager

Department of Municipal Development

One Civic Plaza NW | Room 7057

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Thank you,



BRANDON GIBSON

associate director

o 505.768.5342

cabq.gov/parksandrecreation

0000428

Sum of MONETARY_AMOUNT			FISCAL_YEAR	ACCOUNTING_MC
			2018	
ACTIVITY_ID	ACCOUNT	ACCOUNT_DESCR	JANUARY	FEBRUARY
6900900	460100	Contributions/Aid - Construct	-19,307.00	-30,430.00
	461001	Investment Interest		-667.05
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	525200	Taxes - General		
6900900 Total			-19,307.00	-31,097.05
Grand Total			-19,307.00	-31,097.05

6900900 11/28/18 Reserve for Chant Property

6900900* Tot FD 345 OPEN SPACE

MONTH							
2018							
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-12,866.48		-445.99	-2,741.99	-18,519.38	-81,244.28	-466.20	-643.31
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	500,000.00			247,098.00			
	9,000.00			5,113.26			
				-1,204.74			
-62,605.48	455,948.00	-40,132.99	-18,733.99	-1,244,628.90	-120,482.28	-40,462.20	-39,190.31
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Decreased \$290,000 Property Paid & \$389.55 Closing Cos

76,411.45	0.00	340,551

2018		2018 Total	2019				
NOVEMBER	DECEMBER		JANUARY	FEBRUARY	MARCH	JULY	AUGUST
-25,456.00	-34,054.90	-1,862,614.94	-8,808.00	-5,837.00	-2,245.00	-1,135,977.42	-22,071.00
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-26,122.90	-36,676.06	-1,223,491.16	-8,118.45	-5,837.00	-2,245.00	-1,256,860.16	-24,153.99
-26,122.90	-36,676.06	-1,223,491.16	-8,118.45	-5,837.00	-2,245.00	-1,256,860.16	-24,153.99

st 1/25/19 - Increased by \$247,101 12/19/18 - Jordan, Deb

0000431

2019				2019 Total	Grand Total
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
-13,333.00	-14,406.00	-12,158.00	-10,467.00	-1,225,302.42	-3,087,917.36
-1,160.21				-124,125.94	-245,008.68
0.00		-6,282.67	-5,220.00	-11,523.57	-11,523.57
		349,037.07	290,000.00	639,726.62	1,386,824.62
0.00		6,282.67	5,220.00	11,523.57	25,636.83
					-1,204.74
-14,493.21	-14,406.00	336,879.07	279,533.00	-709,701.74	-1,933,192.90
-14,493.21	-14,406.00	336,879.07	279,533.00	-709,701.74	-1,933,192.90

0000432

Lori Romero

From: Vonderhaar, Ronald L.
Sent: Tuesday, February 05, 2019 8:00 AM
To: Loyd, Tony J.
Subject: FW: Central Desert Hospital - Impact Fees

Tony,

Based on the sq. ft. in POSSE (38,070), the Fire fees would be \$2,893.32 and the Police fees would be \$1,256.31. The roads fees that would be waived are \$33,691.95. The total due would be \$4,149.63.



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

From: Vinny Perea [mailto:vperea@tierrawestllc.com]
Sent: Tuesday, February 05, 2019 7:51 AM
To: Avi Schlesinger (avi@asrealtyinvestors.com); adam@asrealtyinvestors.com; Jim Trump (jim@samgt.us); danielle.salazar@jaynescorp.com
Cc: Ron Bohannon; Loyd, Tony J.; Vonderhaar, Ronald L.
Subject: Central Desert Hospital - Impact Fees

Good Morning All,

Shown below are the EMS Impact Fees calculated that will need to be paid upon release of the building permit for Central Desert Hospital in the Renaissance Center (BP-2018-39918), this totals \$4,148.98. Ron Bohannon had previously discussed trip generation reductions for the road and drainage impact fees with the Impact Fee Administrator, Tony Lloyd, who concurred that the EMS fees will be the only fees needed to be paid.

Tony and Ron V., please let us know if any corrections of the fee amount mentioned needs to be corrected or adjusted.

0000433

Impact Fees				
ABQ-HCP (2018)	Land Use	Service Area	Service Unit	# of
Roads Impact Fees	Public/Institutional	N/A	1,000 SF	
Drainage Impact Fees	N/A	Central City	Impervious Acres	
Fire Impact Fees	Public/Institutional	N/A	1,000 SF	
Police Impact Fees	Public/Institutional	N/A	1,000 SF	
Park Impact Fees	Public/Institutional	N/A	1,000 SF	
Open Space Impact Fees	Public/Institutional	N/A	1,000 SF	
Trail Impact Fees	Public/Institutional	N/A	1,000 SF	
Total Impact Fee				

Thanks,

Vinny Perea

Engineer Intern, EIT

Tierra West, LLC

5571 Midway Park Pl. NE

Albuquerque, NM 87109

Office: (505) 858-3100

Fax: (505) 858-1118

1-800-245-3102

<https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.tierrawestllc.com&umid=597D4943-8126-B605-B531-2995F08A1244&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-5204eed6a1ee1847852a382def5ed0242e1b0813>

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=====
This message has been analyzed by Deep Discovery Email Inspector.

0000434

Lori Romero

From: Vonderhaar, Ronald L.
Sent: Tuesday, February 05, 2019 8:42 AM
To: Loyd, Tony J.
Subject: Monthly Report
Attachments: FY 19.xlsx

Tony,

These are the Impact Fee numbers for January.

of Impact Fee Applications Assessed for January = 48 Fiscal Year to Date = 499

of Impact Fee Applications Assessed for Residential Building Permits = 37 Fiscal Year to Date = 442

of Impact Fee Applications Assessed for Commercial Building Permits = 11 Fiscal Year to Date = 57

Impact Fee Collections for January = \$141,543.29 Impact Fees Collected FY19 to Date (7/1/18 to 1/31/19) = \$1,669,319.38

Impact Fees Collected FY18 to Date (7/1/17 to 1/31/18) = \$1,883,385.71 2018 # of Impact Fee Applications Assessed Fiscal Year to Date (7/1/17 to 12/31/17) = 588

Note: 3 MRA permits - \$334,224.00 in fees waived this month



RONALD L. VONDERHAAR, MA, CZO
Impact Fees Coordinator
o 505-924-3984
e rvonderhaar@cabq.gov
cabq.gov/planning

0000435

DATE

0000436

Lori Romero

From: Loyd, Tony J.
Sent: Tuesday, February 05, 2019 3:29 PM
To: Campbell, David S.
Cc: Biazar, Shahab
Subject: Annual Audit
Attachments: FY17.pdf; FY16.pdf

Hi David,

Attached are the last two audits/engagement letters you requested (FY16 and FY17). We are currently working on FY18. Also, we have audits dating back to FY06 if you're interested. A couple of items to note (although the entire contents of the letters are a good read):

1. The audit is performed by the City's contracted external Auditor (i.e. Moss Adams or RedW). They audit all Departments and/or Divisions that handle cash.
2. The Impact Fees Program is administered in accordance with the NM Development Fees Act and the City's Impact Fees Ordinance with some exceptions (see #2. FY16 and FY17). From Planning's end, the only exception is the Annual Report (see #3 below). The other exceptions are related to DFAS and DMD Fiscal accounting practices but are still addressed.
3. We have never generated an Annual Report. However, a monthly report (CIP Financial Status Report) has always been generated (see #2a. FY16) and is provided to the COO, all Directors, anyone else that might be interested (i.e. City Council, etc.) and by request. For FY18, Moss Adams will acknowledge. That said, for some reason Moss Adams did not acknowledge for FY17 but have acknowledged in past audits as has RedW.
4. The disbursement/refund of \$114,370.00 noted in #7 (FY17) is related to the Keeran litigation and is subsequent to other disbursements (to date about \$750,000.00). This does not include the \$500,000.00 in credits we purchased from Keeran in March of 2018. The purchase of those credits should appear in the FY18 audit. All funds are related to reimbursement of excess impact fee credits.
5. The engagement of Moss Adams is acknowledged by DFAS, Planning and DMD (see last page) with results made available to the City Council, the Mayor and Management.

Any questions, let me know.

Tony



TONY LOYD
Impact Fees Administrator
o 505.924.3934
e tloyd@cabq.gov
cabq.gov/planning

0000437

CITY OF ALBUQUERQUE



September 10, 2018

Moss Adams LLP
6565 Americas Parkway NE, Suite 600
Albuquerque, NM 87110

In connection with your engagement to apply agreed-upon procedures to assist Members of the City Council, the Honorable Mayor Timothy M. Keller, and management of the City of Albuquerque in their evaluation of whether the City satisfies certain requirements of the Development Fee Act, contained in the New Mexico Statutes Annotated 1978 (Development Fee Act), for fiscal year ended June 30, 2017, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

1. We are responsible for administering the Impact Fees Program in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations.
2. From July 1, 2016 through June 30, 2017, the City of Albuquerque's Impact Fees Program is administered in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. Except for the following:
 - a. Section 5-8-16(E) NMSA 1978 that states: "As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service are identified as provided in Subsection A of this section."

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

The City did not prepare an annual report.

- b. Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted."

The City does not maintain impact fees in a separate interest bearing account; however, interest is earned on the common bank account allocated to the Impact Fee Fund.

0000438

- c. **Section 5-8-4 NMSA 1978 states: "An impact fee may be imposed only to pay the specified costs of constructing capital improvements (as defined in Section 5-8-2 D NMSA 1978) or facility expansions (as defined in Section 5-8-2G NMSA 1978)."**

As a result of your testing, miscellaneous charges were identified that do not meet the criteria above and these charges have been reversed.

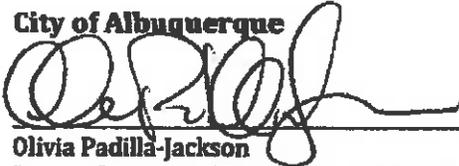
- 3. For fiscal year 2017, no property was contributed or dedicated to the City of Albuquerque related to the City's Impact Fees Program.**
- 4. For fiscal year 2017, the City impact fees were not used to service debt or for the payment of principal or interest.**
- 5. For fiscal year 2017, there were no instances in which fees have been collected for services that were not available after constructing facilities or that service was not available within a reasonable period of time after completion of construction.**
- 6. For fiscal year 2017, there were 2 instances in which construction was completed in any of the service areas.**
- 7. During fiscal year 2017, the City disbursed \$114,370 representing the refunding of impact fees as a result of a legal settlement. We represent that the full amount disbursed represents an otherwise allowable disbursement in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations**
- 8. We have provided all waivers that were issued by the City for fiscal year 2017.**
- 9. We do not recalculate impact fee actual costs once we have completed capital improvements and compare to the impact fee received. We do not believe the impact fee received is greater than the actual cost and therefore do not pay refunds for this type of calculation.**
- 10. We acknowledge that records of the accounts into which impact fees are deposited are open for public inspection and copying during ordinary business hours.**
- 11. We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.**

- a. We are not aware of any matters contradicting the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. You have identified labor cost recovery disbursements that were paid out of the impact fee fund and we have determined that while state statute 5-8-4 lists items that we the City can use impact fee funds for the statute does not expressly exclude work performed by a City employee; therefore, labor cost from City employees can be paid with impact fees. Also Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted." We acknowledge that impact fees monies are maintained in in a pooled cash account and interest is allocated to the impact fees fund based on the average fund cash balance.
12. There have been no communications from regulatory agencies, internal auditors, and other independent practitioners or consultants relating to the City of Albuquerque's Impact Fees Program, including communications received from July 1, 2016 through the date of this letter.
13. We have made available to you all information that we believe is relevant to the City of Albuquerque's Impact Fees Program.
14. We have responded fully to all inquiries made to us by you during the engagement.
15. No events have occurred subsequent to June 30, 2017 that would require adjustment to or modification of the City of Albuquerque's Impact Fees Program.
16. We have no knowledge of any fraud or suspected fraud affecting the entity and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
17. We have no knowledge of any allegations of fraud or suspected fraud affecting impact fees by employees, former employees, regulators or others.
18. The schedule of agreed-upon-procedures specified the review of the 2015 Decade Plan and G.O. Bond Program to determine if the City is funding growth related impact fee reductions for non-residential and residential development within MRAs for fiscal year 2017, consistent with previous Decade Plans and G.O. Bond Programs. During the process of performing the review the 2017 Decade

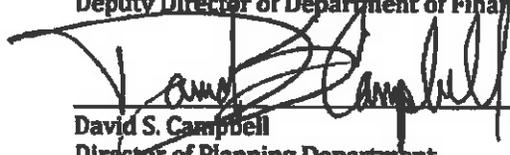
Plan and G.O. Bond Program was also reviewed. We agree with this change in procedure scope.

19. Your report is intended solely for the information and use of Members of the City Council, the Honorable Mayor Timothy M. Keller, and management of the City of Albuquerque and is not intended to be and should not be used by anyone other than those specified parties.

City of Albuquerque



Olivia Padilla-Jackson
Deputy Director of Department of Finance and Administrative Services



David S. Campbell
Director of Planning Department



Tony Loyd
Impact Fee Administrator of Planning Department



Patrick Montoya
Director of Municipal Development Department



Christine Ching
Fiscal Manager of Municipal Development Department

CITY OF ALBUQUERQUE CITY OF ALBUQUERQUE



November 6, 2017

Moss Adams LLP
6565 Americas Parkway NE, Suite 600
Albuquerque, NM 87110

In connection with your engagement to apply agreed-upon procedures to assist Members of the City Council, the Honorable Mayor Richard J. Berry, and management of the City of Albuquerque in their evaluation of whether the City satisfies certain requirements of the Development Fee Act, contained in the New Mexico Statutes Annotated 1978 (Development Fee Act), for fiscal year ended June 30, 2016, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

1. We are responsible for administering the Impact Fees Program in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations.
2. From July 1, 2015 through June 30, 2016, the City of Albuquerque's Impact Fees Program is administered in accordance with the provisions of the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. *Except for the following:*
 - a. Section 5-8-16(E) NMSA 1978 that states: "As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service are identified as provided in Subsection A of this section."

The City did not prepare an annual report. However, the City of Albuquerque does produce a monthly Capital Implementation Program report that shows the appropriated, expended and encumbered amounts for the impact fee program. In addition, this information will be used to generate an annual report for FY2017.

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- b. **Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted."**

The City does not maintain impact fees in a separate interest bearing account; however, interest is earned on the common bank account allocated to the Impact Fee Fund. The interest earned is accurately allocated to the Impact Fee Fund.

- c. **Section 5-8-4 NMSA 1978 states: "An impact fee may be imposed only to pay the specified costs of constructing capital improvements (as defined in Section 5-8-2 D NMSA 1978) or facility expansions (as defined in Section 5-8-2G NMSA 1978)."**

As a result of your testing, property tax charges and advertising charges were identified that do not meet the criteria above and these charges have been reversed.

- d. **Allocated interest earned on impact fees is restricted for the use of projects within the defined service areas.**

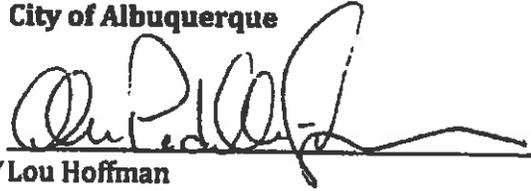
As a result of your testing, you have identified approximately \$32,000 that did not clearly identify the category of capital improvements or facility expansions within the service area for which the fee was adopted and we have updated our records for this amount and made the adjustment to apply the interest to the different categories.

- 3. For fiscal year 2016, no property was contributed or dedicated to the City of Albuquerque related to the City's Impact Fees Program.**
- 4. For fiscal year 2016, the City impact fees were not used to service debt or for the payment of principal or interest.**
- 5. For fiscal year 2016, there were no instances in which fees have been collected for services that were not available after constructing facilities or that service was not available within a reasonable period of time after completion of construction.**
- 6. For fiscal year 2016, there were 3 instances in which construction was completed in any of the service areas.**
- 7. We have provided all waivers that were issued by the City for fiscal year 2016.**

8. We do not recalculate impact fee actual costs once we have completed capital improvements and compare to the impact fee received. We do not believe the impact fee received is greater than the actual cost and there do not pay refunds for this type of calculation.
9. We acknowledge that records of the accounts into which impact fees are deposited are open for public inspection and copying during ordinary business hours.
10. We acknowledge that service areas that did not have disbursements for fiscal year 2016 were Drainage Northeast, Drainage Northwest, Drainage Southwest, Drainage Tijeras and Drainage Central City.
11. We acknowledge that service areas that did not have cash receipts for fiscal year 2016 were Drainage Southeast and Drainage Central City.
12. We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.
 - a. We are not aware of any matters contradicting the New Mexico Development Fees Act and the City of Albuquerque Code of Ordinances, Chapter 14 Article 19, Impact Fee Ordinance and all applicable laws and regulations. You have identified labor cost recovery disbursements that were paid out of the impact fee fund and we have determined that while state statute 5-8-4 lists items that we the City can use impact fee funds with, the statute does not expressly exclude work performed by a City employee; therefore labor cost from City employees can be paid with impact fees. Also Section 5-8-16(A) NMSA 1978 that states: "The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted." We acknowledge that impact fees monies are maintained in in a pooled cash account and interest is allocated to the impact fees fund based on the average fund cash balance.
13. There have been no communications from regulatory agencies, internal auditors, and other independent practitioners or consultants relating to the City of Albuquerque's Impact Fees Program, including communications received from July 1, 2015 through the date of this letter.

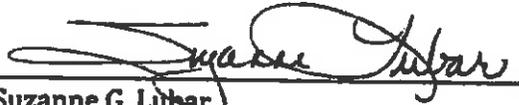
- 14. We have made available to you all information that we believe is relevant to the City of Albuquerque's Impact Fees Program.**
- 15. We have responded fully to all inquiries made to us by you during the engagement.**
- 16. No events have occurred subsequent to June 30, 2016 that would require adjustment to or modification of the City of Albuquerque's Impact Fees Program.**
- 17. We have no knowledge of any fraud or suspected fraud affecting the entity and involves:**
 - a. Management,**
 - b. Employees who have significant roles in internal control, or**
 - c. Others where the fraud could have a material effect on the financial statements.**
- 18. We have no knowledge of any allegations of fraud or suspected fraud affecting impact fees by employees, former employees, regulators or others.**
- 19. Your report is intended solely for the information and use of Members of the City Council, the Honorable Mayor Richard J. Berry, and management of the City of Albuquerque and is not intended to be and should not be used by anyone other than those specified parties.**

City of Albuquerque



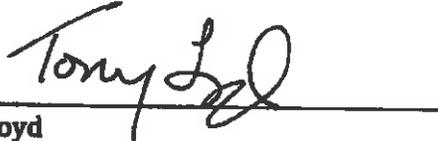
Lou Hoffman

Director of Department of Finance and Administrative Services



Suzanne G. Lubar

Director of Planning Department



Tony Loyd

Impact Fee Administrator of Planning Department

 10/10/17

Melissa Lozoya

Acting Director of Municipal Development Department



Christine Ching

Fiscal Manager of Municipal Development Department

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