



DEVELOPMENT REVIEW BOARD  
SUPPLEMENTAL SUBMITTAL

**(Deadline is Friday at noon unless noted on DRB calendar – late submittals will not be accepted unless approved by the DRB)**

PROJECT NO. PR-2021-005687

Application No. SI-2021-00985

TO:

- Planning Department/Chair
- Hydrology
- Transportation Development
- ABCWUA
- Code Enforcement
- Parks & Rec

\*(Please attach this sheet with each collated set for each board member)

**NOTE: ELECTRONIC VERSION (ie disk, thumbdrive) is Required. Submittal will not be accepted without.**

DRB SCHEDULED HEARING DATE: 04/27/2022 HEARING DATE OF DEFERRAL: 05/04/2022

SUBMITTAL

DESCRIPTION: Updated paving plan, utilities plan, signed ABCWUA agreement

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CONTACT NAME: Thomas Lampo

TELEPHONE: 505-764-9801 EMAIL: 505-764-9801

**DEVELOPMENT AGREEMENT**  
**Cottonwood West Shopping Center**

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, ("Water Authority") and Alamo Center, LLC, a New Mexico limited liability corporation, ("Developer") (together, "Parties"), agree as follows:

**1. Recitals**

- A. Alamo Center, LLC is the "Developer" and owner of certain real property located in Alameda West Subdivision (collectively, the "Property"). The Property is shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located in the former New Mexico Utilities, Inc. ("NMUI") service area, outside the Water Authority's currently adopted Water Service Area.
- B. The legal description for the property is: Tract C, Alameda West. The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- C. The Property will develop as retail commercial building.
- D. The Property is located in Pressure Zone 2WR of the Corrales Trunk.
- E. The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and other necessary infrastructure improvements (collectively, "Facility Improvements") under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Facility Improvements referred to in this Agreement is attached hereto as **Exhibit C** and incorporated herein by reference and made a term of this Agreement.
- F. The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

**2. Design and Construction of the Facility Improvements**

- A. The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not connect the Facility Improvements to the

existing water and sanitary sewer lines within the City of Albuquerque (“City”) public right-of-way or within public easements until the Water Authority has approved the Facility Improvements. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and City, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City work order process.

- B. The Developer will complete, or cause to be completed, construction of the Facility Improvements as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority. The Water Authority shall provide service to the Property only after the Water Authority has accepted the Facility Improvements. The Water Authority shall accept, operate and maintain the Facility Improvements after the Developer conveys, at no expense to the Water Authority, all the Facility Improvements together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.
- C. The contractor’s one (1) year warranty period shall commence upon final project acceptance by the City. The Developer shall be responsible for conducting an 11 month warranty inspection. Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- D. The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City’s Development Process Manual (“DPM”) and/or applicable Water Authority Design Manuals.
- E. To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure “B”, as defined in the Development Process Manual (DPM) of the City and Section 14-16-5-4(G) of the City IDO, will be followed and used for the Facility Improvements.

### 3. Service

- A. The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
  - B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Resource Charges (WRCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
  - C. Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.
4. **Financial Guarantee** - For any Master Plan Infrastructure required to be constructed by Developer herein, the Developer shall provide a financial guarantee in the form of a property lien that is acceptable to the Water Authority as assurance that the Master Plan Infrastructure will be completed and placed in service.
  5. **Termination.** If construction of the Facility Improvements by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
  6. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.
  7. **Indemnification.** Until final acceptance of the Facility Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws

of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.

**8. Representations and Warranties of Developer.** The Developer represents and warrants that:

- A. Developer is a validly existing limited liability company under the laws of the State of New Mexico.
- B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
- C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

**9. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Developer:

Alamo Center, LLC  
Attn: Art Gardenswartz, Managing Member  
13405 Pino Ridge Place  
Albuquerque, NM 87111

**10. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

**11. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the

remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

**12. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.

**13. Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

**14. Effective Date.** The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County  
Water Utility Authority**

**Developer  
Alamo Center, LLC,  
a New Mexico limited liability  
corporation**

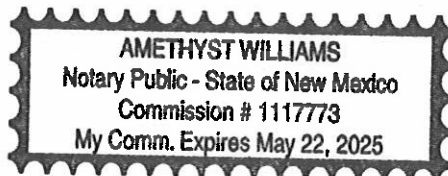
By: \_\_\_\_\_  
Mark S. Sanchez  
Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Art Gardenswartz  
Managing Member  
Date: 4/28/22

ACKNOWLEDGEMENTS

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss.

This instrument was acknowledged before me on this 28 day of April, 2022, by Art Gardenswartz [name] Managing Member, [title] of Alamo Center, LLC, [company name], a real estate [type of entity], on behalf of said company.



\_\_\_\_\_  
Notary Public



# Memorandum

**To:** Ms. Jeanne Wolfenbarger, P.E., Mr. Blaine Carter, P.E., Development Review Board

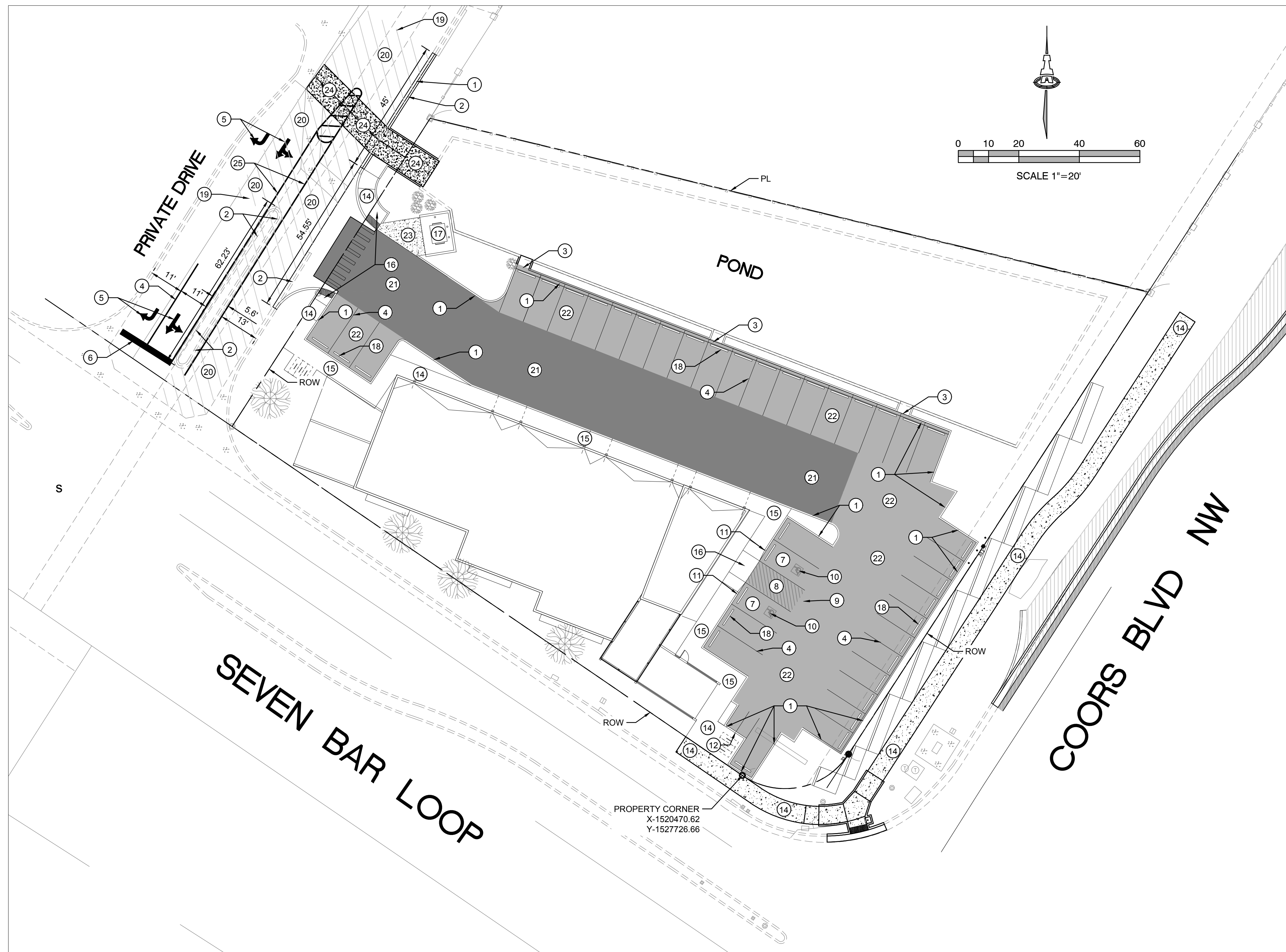
**From:** Jim Strozier, FAICP

**Date:** April 29, 2022

**Re:** PR-2021-005687 Transportation and ABCWUA Required Items

**Status update:**

Signed sidewalk and waterline easements will be submitted for review on or before Wednesday, May 4<sup>th</sup>. This supplemental submittal includes signed and notarized ABCWUA Development Agreement, and plan sets showing updates.



**GENERAL NOTES**

1. FIVE WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR MUST CONTACT NEW MEXICO ONE CALL SYSTEM (505-260-1990) FOR LOCATION OF EXISTING UTILITIES.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
3. ADJUST ALL UTILITY CLEANOUTS & WATER VALVES TO FINAL GRADE.
4. SEE CG-101 FOR CURB OPENINGS LOCATION.

**KEYED NOTES**

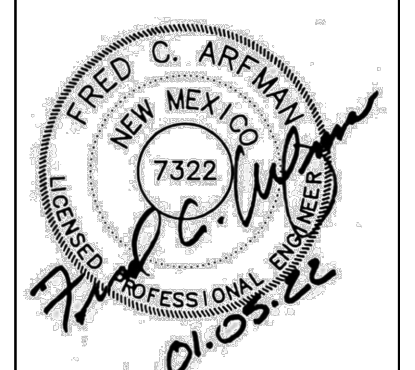
SEE C-100 FOR ALL CIVIL GENERAL NOTES.

SEE ARCHITECTURAL PLANS FOR SITE LIGHT AND DETAILS. COORDINATE CONDUIT PLACEMENT PRIOR TO PAVING START

SEE PAVING SECTIONS THIS SHEET. CG-501 FOR PAVING DETAILS AS UNDERLINED BELOW.

1. CONCRETE MEDIAN CURB AND GUTTER.
2. REMOVE AND DISPOSE EXISTING CURB AND GUTTER.
3. CURB OPENING. SEE GRADING AND DRAINAGE PLAN FOR ADDITIONAL INFORMATION.
4. 4" WIDE PARKING LOT STRIPE IN WHITE TRAFFIC PAINT TYP.
5. PAINTED TRAFFIC ARROW AND WORD "ONLY" (PER MUTCD).
6. 24" PAINTED STOP BAR.
7. ADA COMPLIANT ACCESSIBLE PARKING SPACES. MAXIMUM 2% SLOPE IN ANY DIRECTION
8. ACCESS AISLE WITH 4" PERIMETER STRIPE AND 4" WIDE STRIPES AT 2' O.C. IN BLUE TRAFFIC PAINT
9. PAINTED "NO PARKING" BLUE, 2" WIDE LETTERING @ 2' HIGH
10. ACCESSIBILITY SYMBOL
11. POST MOUNTED SIGN ADA VAN ACCESSIBLE PARKING.
12. POST MOUNTED SIGN MOTORCYCLE PARKING.
13. ALONG DASHED LINE, PAINT FACE AND TOP OF CURB RED AND PAINT WHITE STENCILED LETTERING ON TOP OF CURB "NO PARKING" AND "FIRE LANE" ALTERNATING AT 30 FT. O.C.
14. CONCRETE SIDEWALK. SIDEWALK WIDTH VARIES. SEE SITE PLAN.
15. SIDEWALK WITH TURNED DOWN EDGE. WIDTH VARIES. SEE SITE PLAN.
16. SIDEWALK ACCESS RAMP. DO NOT EXCEED 1:50 CROSS-SLOPE AND 1:12 LONGITUDINAL SLOPE.
17. TRASH ENCLOSURE. REFER TO ARCHITECTURAL PLANS FOR ALL DETAILS.
18. PRECAST CONCRETE PARKING BUMPER.
19. CONTRACTOR TO VERIFY LOCATION OF EXISTING CURB, ASPHALT, AND CONCRETE PAVEMENT TIE-IN LOCATIONS AND MATCH EXISTING WITH SMOOTH TRANSITION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
20. SAW CUT, REMOVE AND REPLACE EXISTING ASPHALT PAVEMENT TO ENSURE POSITIVE DRAINAGE TO NEW PCC RUNDOWN. SEE CG-101.
21. HEAVY DUTY ASPHALT PAVEMENT PER GEO-TECHNICAL REPORT.
22. LIGHT DUTY ASPHALT PAVEMENT PER GEO-TECHNICAL REPORT.
23. PORTLAND CEMENT CONCRETE (PCC) PAVEMENT WITH CONSTRUCTION (CJ) AND EXPANSION (EJ) JOINTS AS INDICATED.
24. PORTLAND CEMENT CONCRETE (PCC) RUNDOWN. SEE CG-501 FOR DETAILS.
25. 4" WIDE STRIPE IN YELLOW TRAFFIC PAINT.
26. PAINTED CROSSWALK.

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Engineer

**Alameda West Shopping Center  
Commercial Addition**  
Albuquerque, New Mexico

ISSUE: CONCEPTUAL
PROJECT NUMBER: IA 2432
FILE:
DRAWN BY: FCA
CHECKED BY: FCA
DATE: JUNE 28, 2021

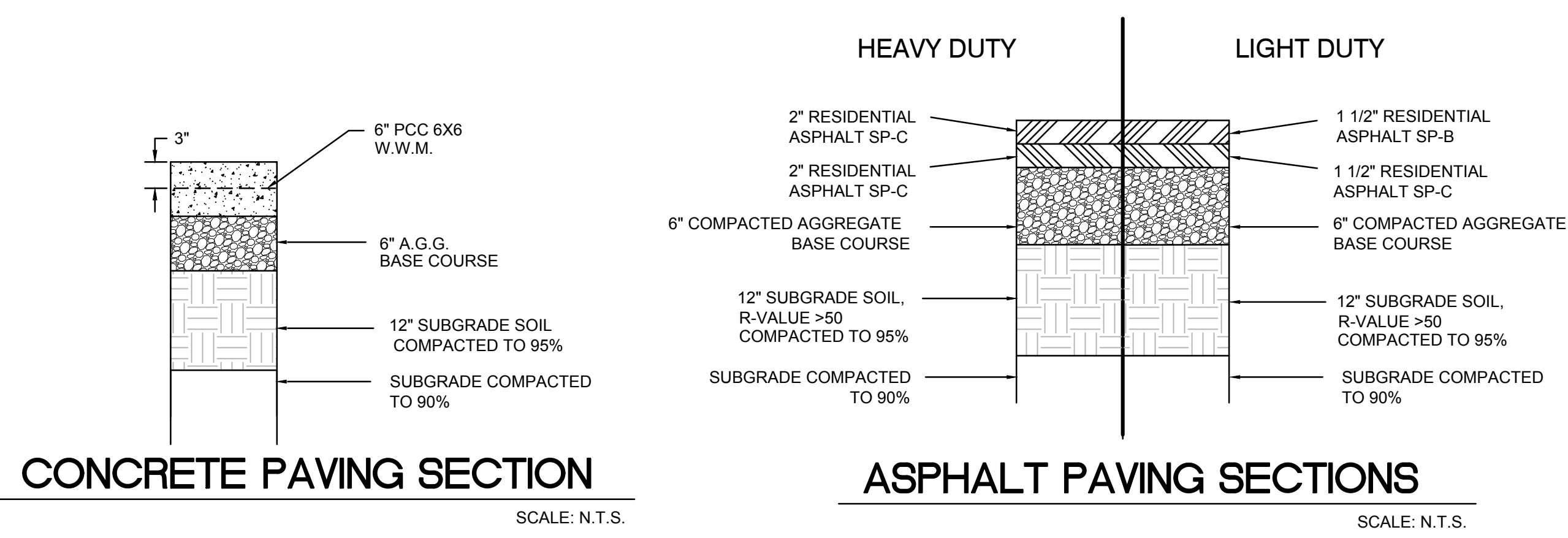
No	Date	Description

SHEET TITLE

**PAVING PLAN**

SHEET NUMBER

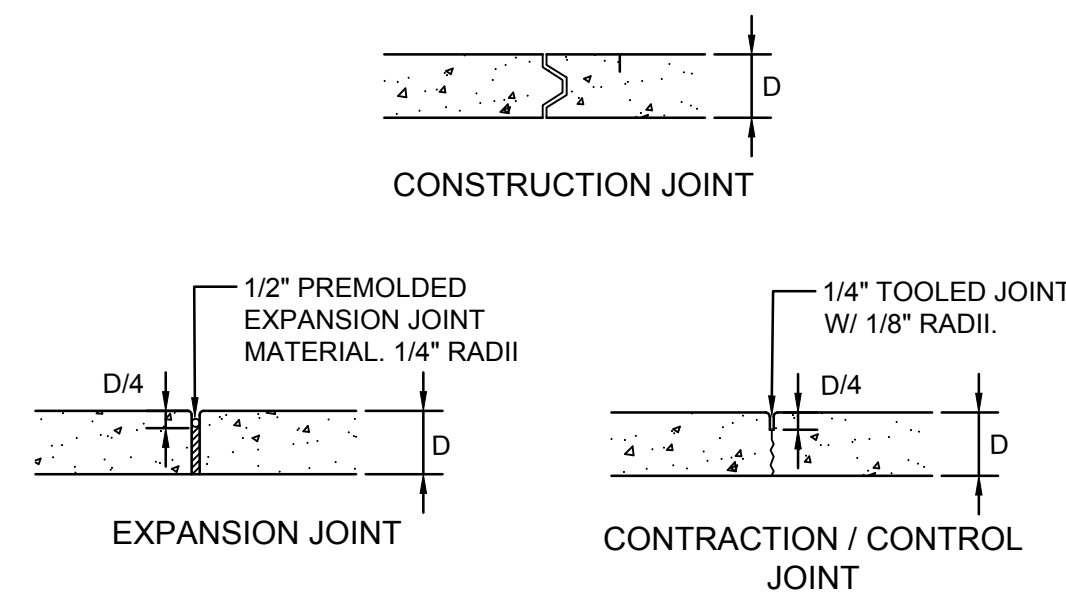
**CP-101**



**LEGEND**

- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- LIGHT ASPHALT PAVING SECTION
- HEAVY ASPHALT PAVING SECTION
- PCC PAVING SECTION
- REMOVE AND REPLACE ASPHALT
- POST MOUNTED SIGN
- FIRE LANE MARKINGS



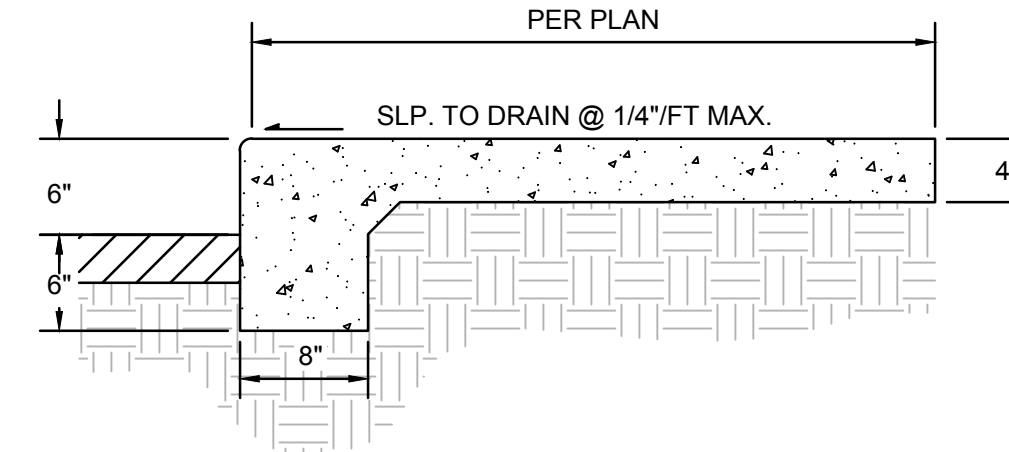


**GENERAL NOTES**

1. ODD-SHAPED AREAS OF PAVEMENT SHOULD BE AVOIDED TO MINIMIZE RANDOM CRACKING
2. LONGITUDINAL JOINT SPACING SHALL NOT EXCEED 12.5'
3. TRANSVERSE JOINT SPACING SHALL BE AT REGULAR INTERVALS OF 15' OR LESS
4. OFFSETS AT RADIUS POINTS SHALL BE AT LEAST 1.5' WIDE

**CONCRETE JOINTS**

SCALE: N.T.S.

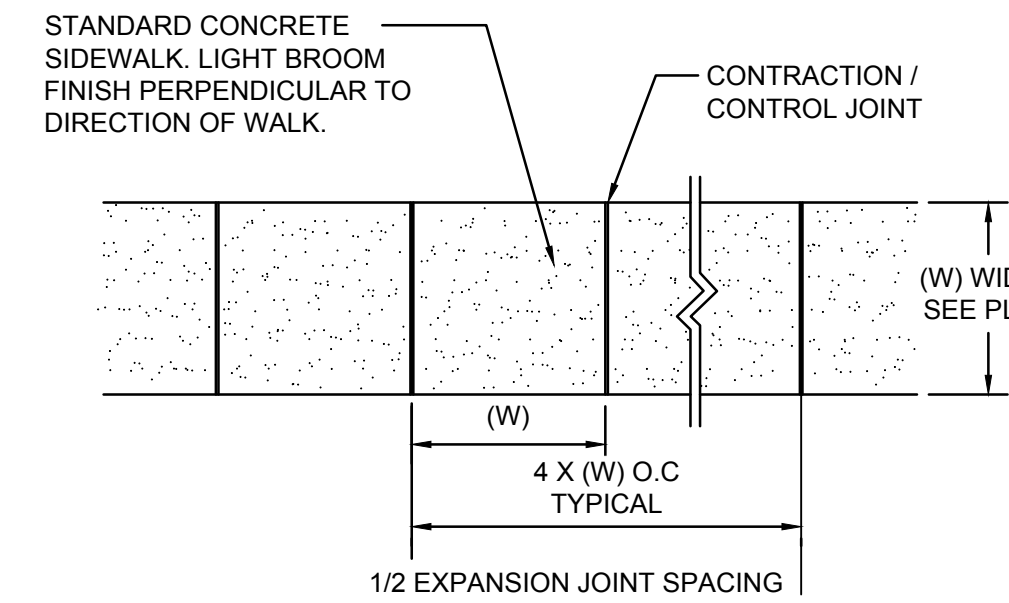


**GENERAL NOTES**

1. CONTRACTION / CONTROL JOINTS @ 6' O.C. MAX.
2. 1/2\"/>

**SIDEWALK - TURNED DOWN EDGE**

SCALE: N.T.S.



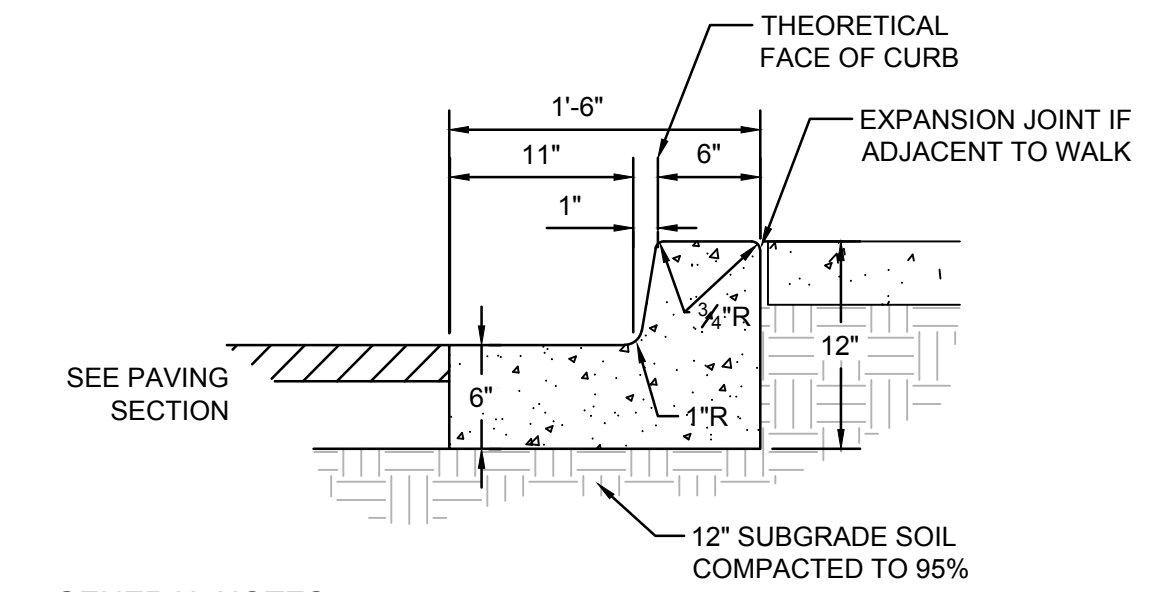
**GENERAL NOTES**

1. 4000 PSI COMPRESSIVE STRENGTH CONCRETE
2. SEE CONCRETE JOINTS DETAIL
3. FINISHED EDGE OF ASPHALT PAVING TO BE 1/2\"/>

**CONCRETE WALK**

BROOM FINISH

SCALE: N.T.S.



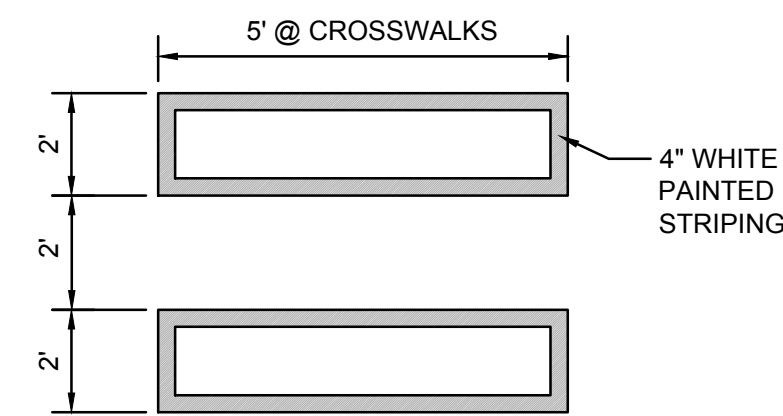
**GENERAL NOTES**

1. REQUIRES FULL FORM ON ALL FACES.
2. CONTRACTION / CONTROL JOINTS @ 6' O.C. MAX.
3. EXPANSION JOINTS @ 48' O.C., CURB RETURNS AND EACH SIDE OF DRIVES.
4. EDGES NOT SPECIFICALLY DIMENSIONED SHALL BE EDGED WITH A 3/8\"/>

**MEDIAN CURB AND GUTTER**

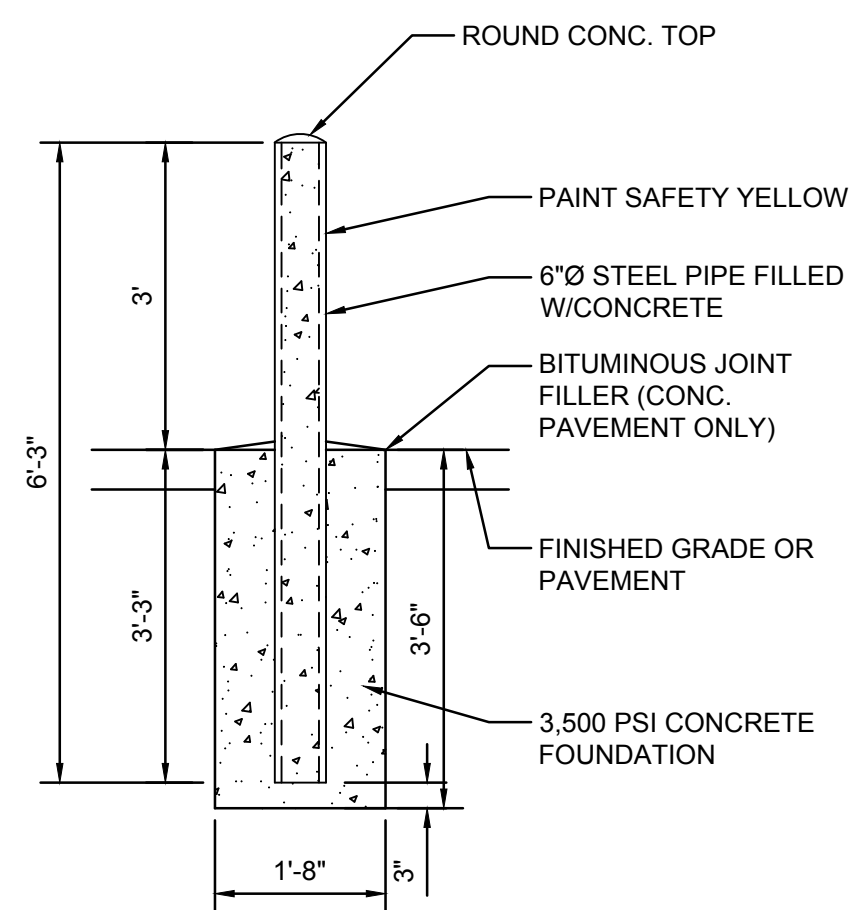
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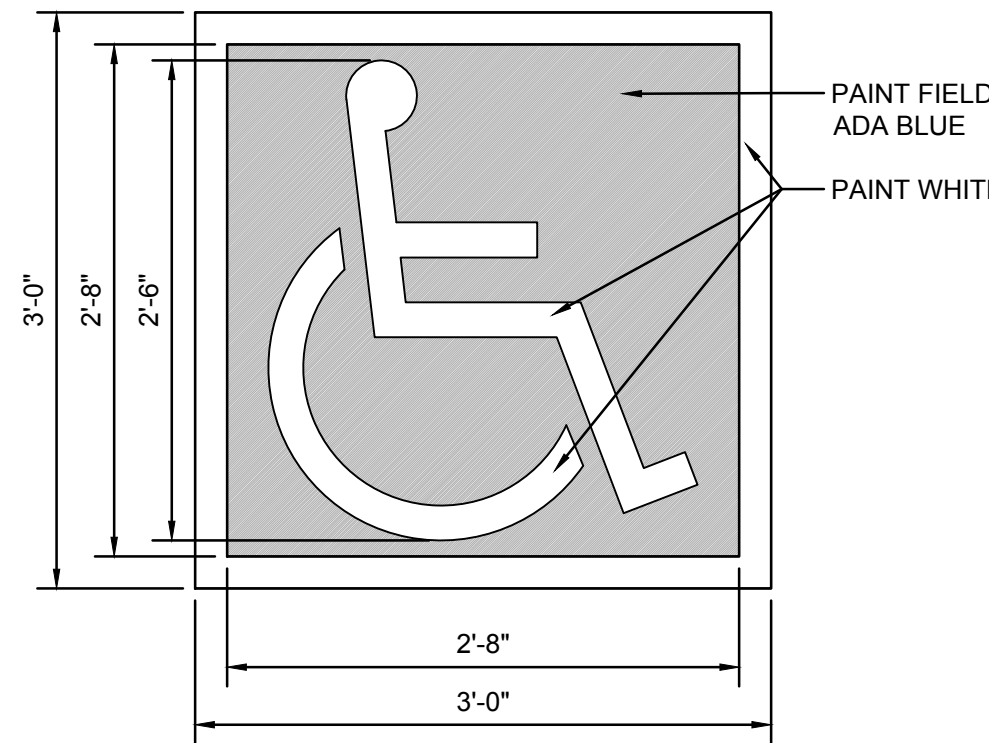
**PAINTED ACCESSIBLE CROSSWALK**

SCALE: N.T.S.



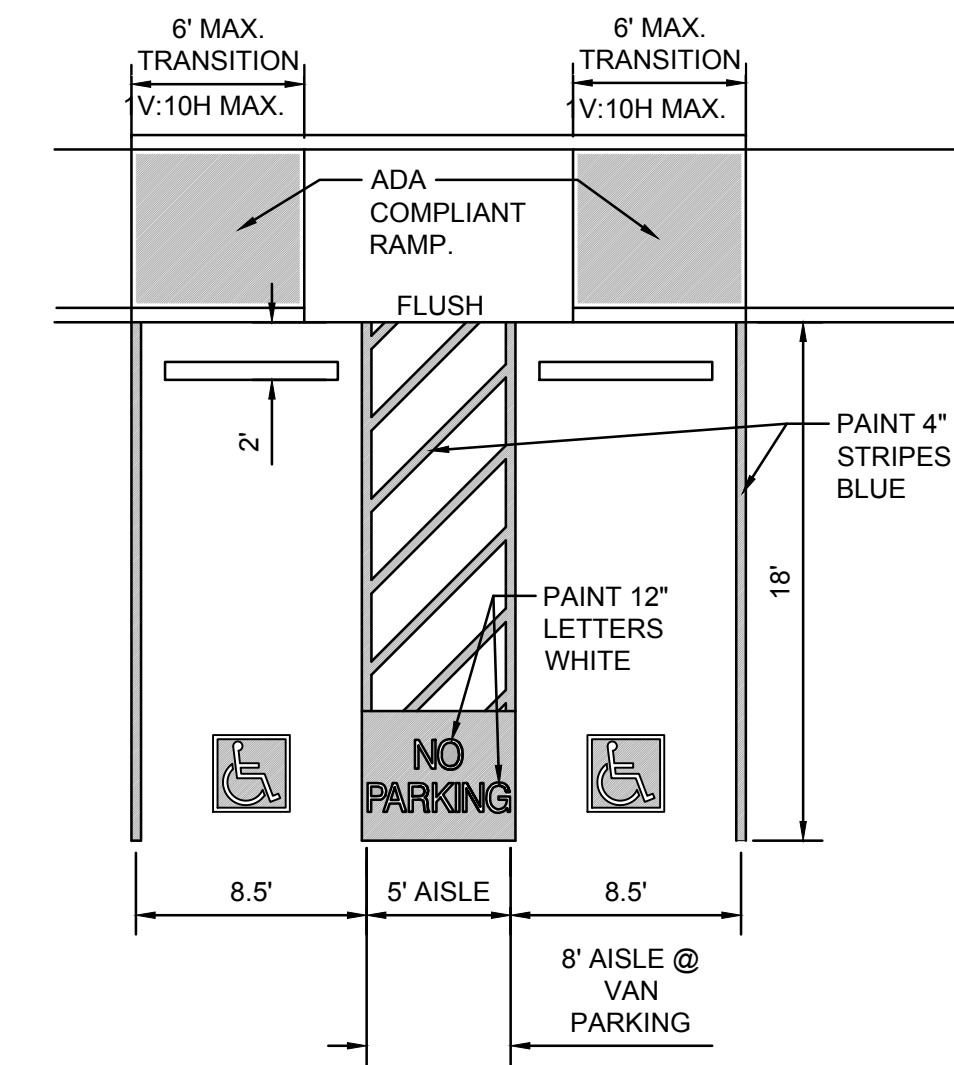
**CONCRETE FILLED BOLLARD**

SCALE: N.T.S.



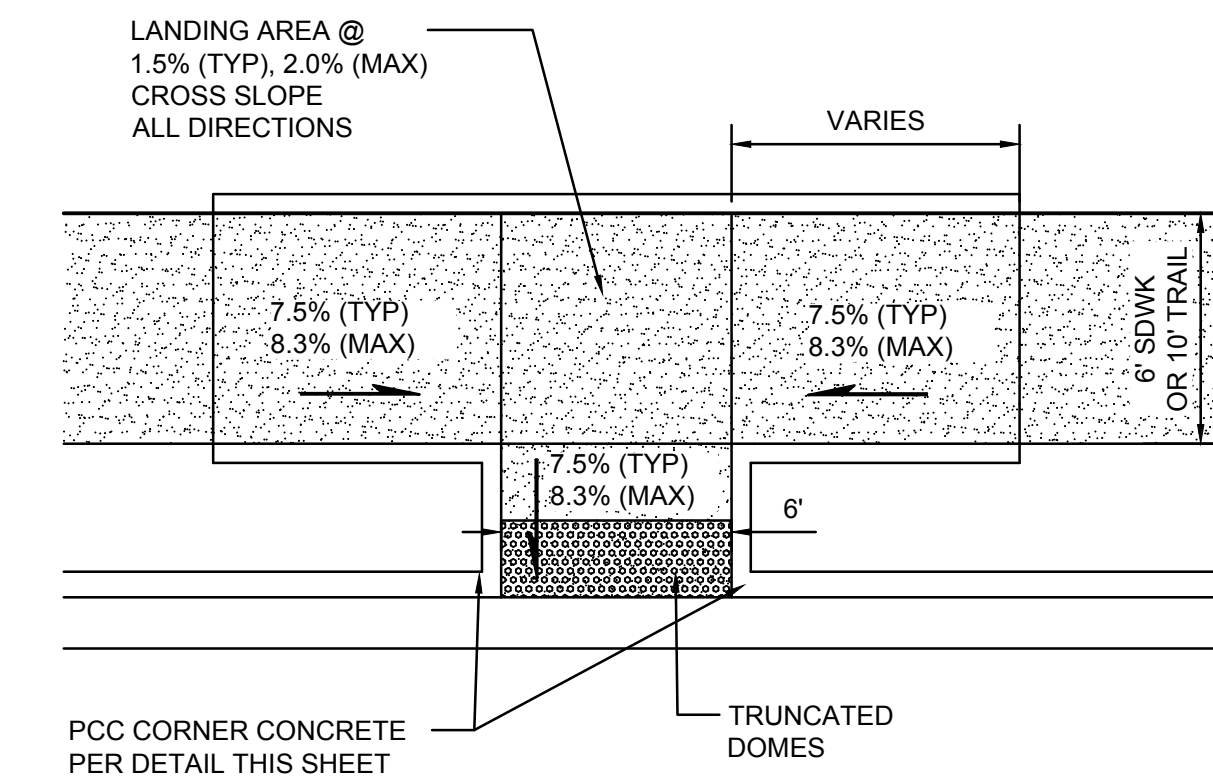
**ACCESSIBILITY SYMBOL**

SCALE: N.T.S.



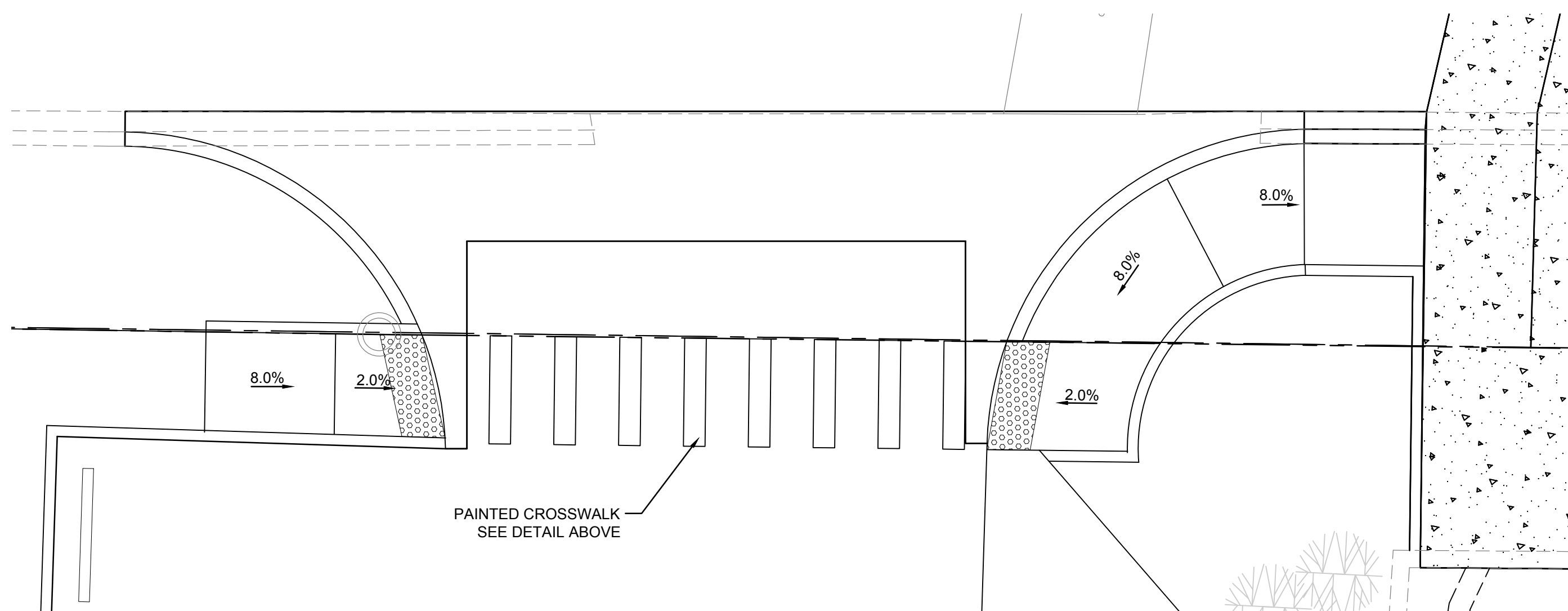
**ADA PARKING DETAIL**

SCALE: N.T.S.



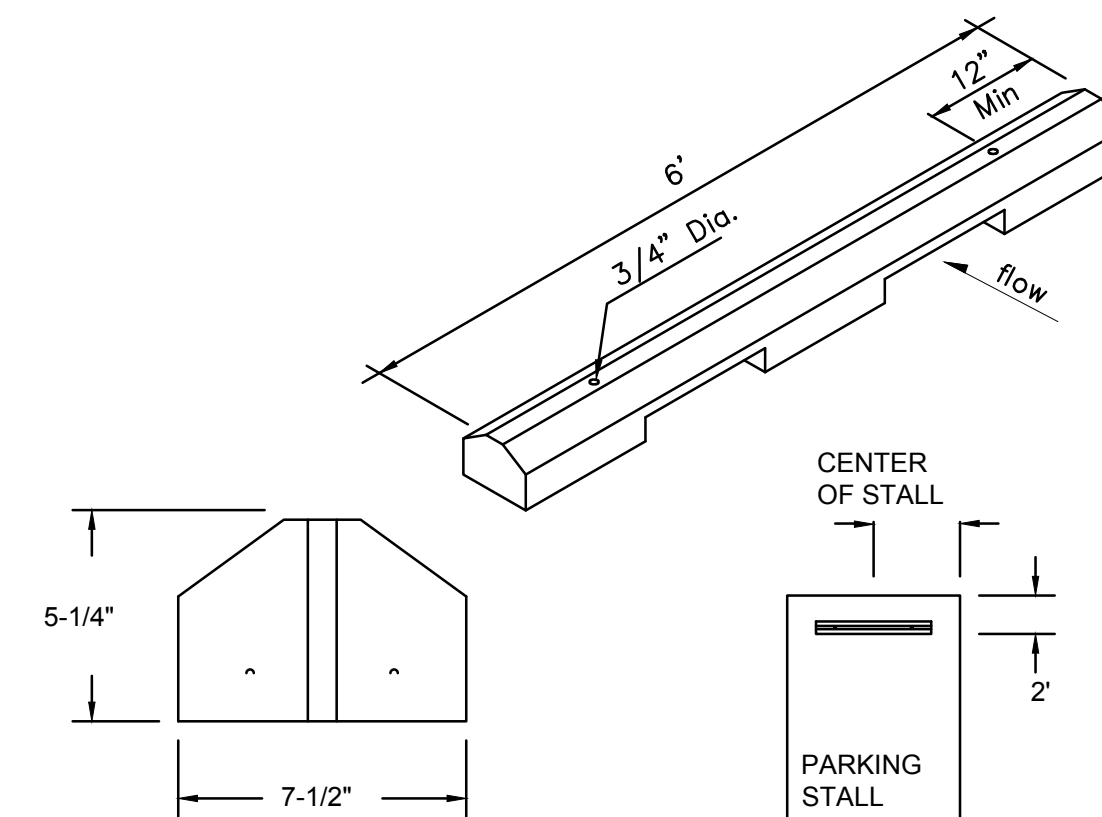
**ACCESSIBLE RAMP**

SCALE: 1\"/>



**PAINTED CROSSWALK AND ACCESSIBLE RAMPS**

SCALE: 1\"/>

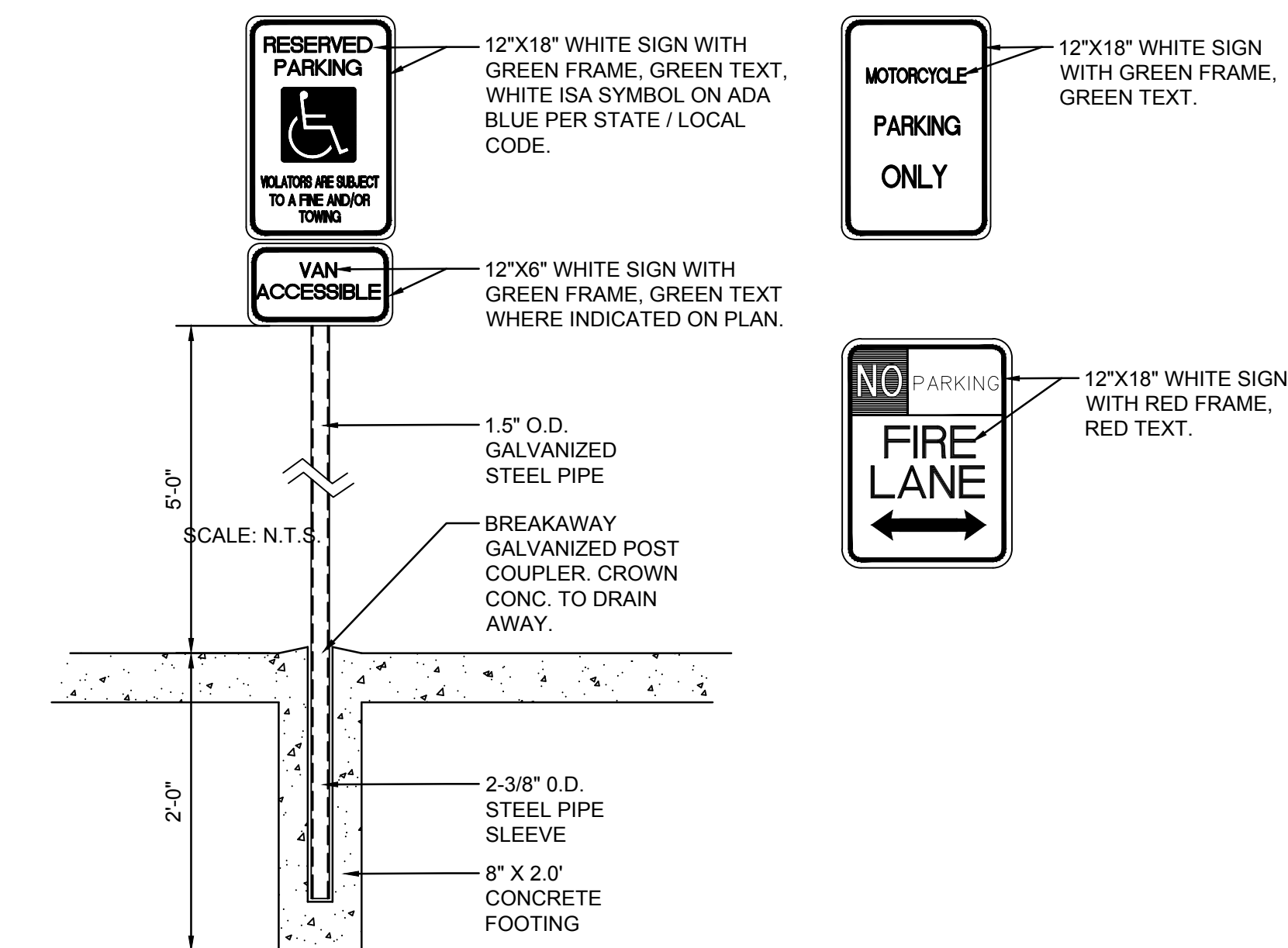


**GENERAL NOTES**

1. WHEEL STOPS TO BE PLACED 2' BACK, CENTERED IN THE PARKING STALL. WHEEL STOPS CAN BE PAINTED IN A CONTRASTING COLOR SUCH AS GRAY, YELLOW OR BLACK.
2. BLUE SHALL BE USED FOR HANDICAP PARKING STALLS.
3. INSTALL EACH WITH TWO DOWELS PER MANUFACTURERS SPECIFICATIONS.

**CONCRETE WHEEL STOP**

SCALE: N.T.S.



**SIGNAGE**

SCALE: N.T.S.

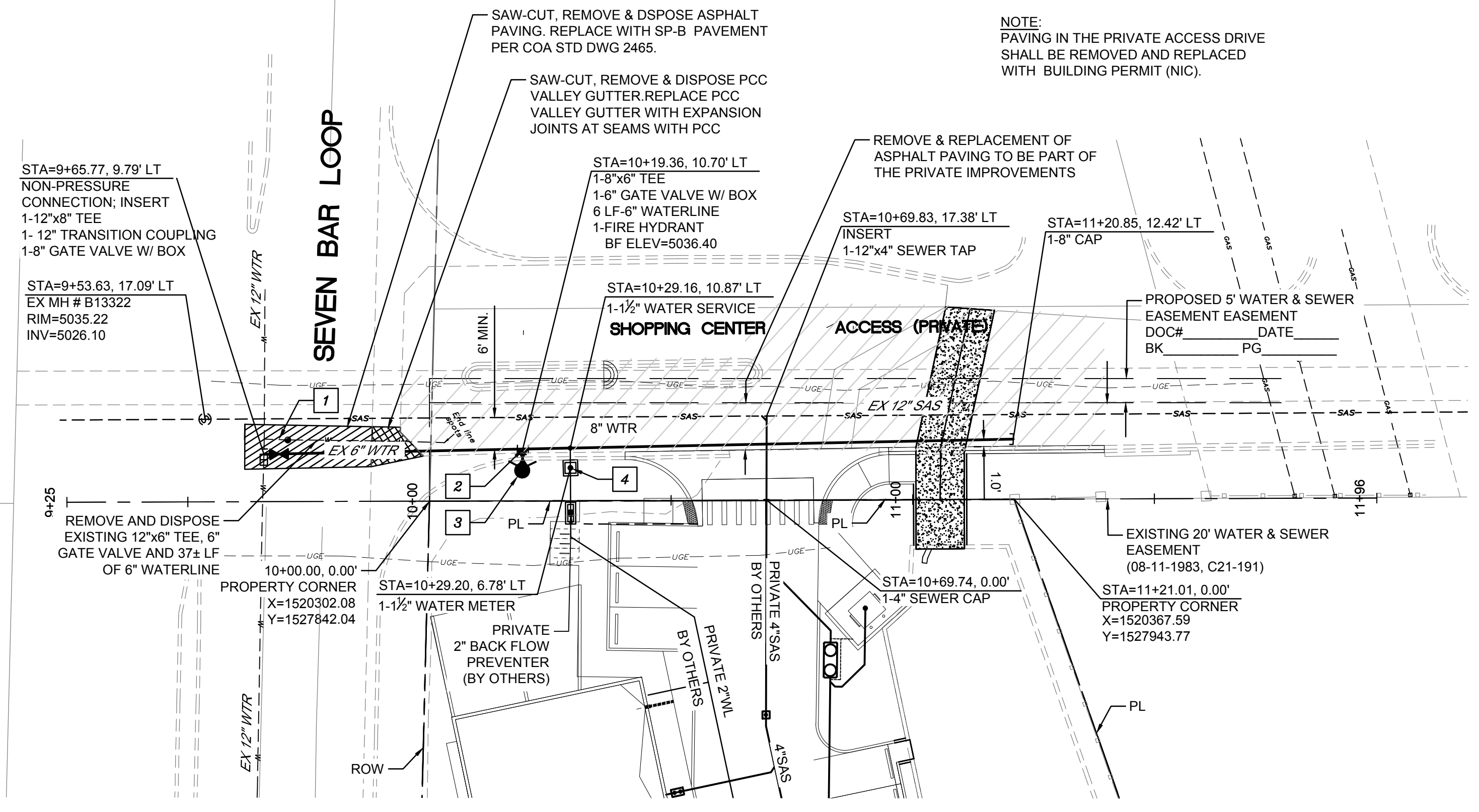
Engineer

**Alameda West Shopping Center  
Commercial Addition  
Albuquerque, New Mexico**

ISSUE: FINAL	PROJECT NUMBER: IA 2432
FILE:	DRAWN BY: FCA
CHECKED BY: FCA	DATE: OCTOBER, 2021

No	Date	Description

SHEET TITLE	<b>PAVING DETAILS</b>
SHEET NUMBER	<b>CP-501</b>



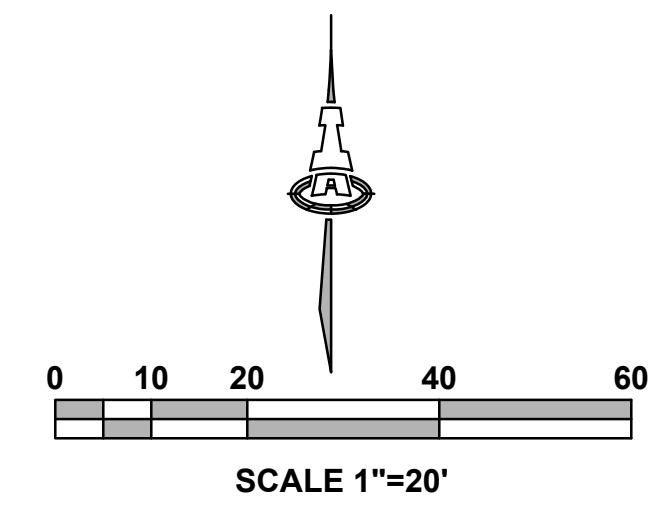
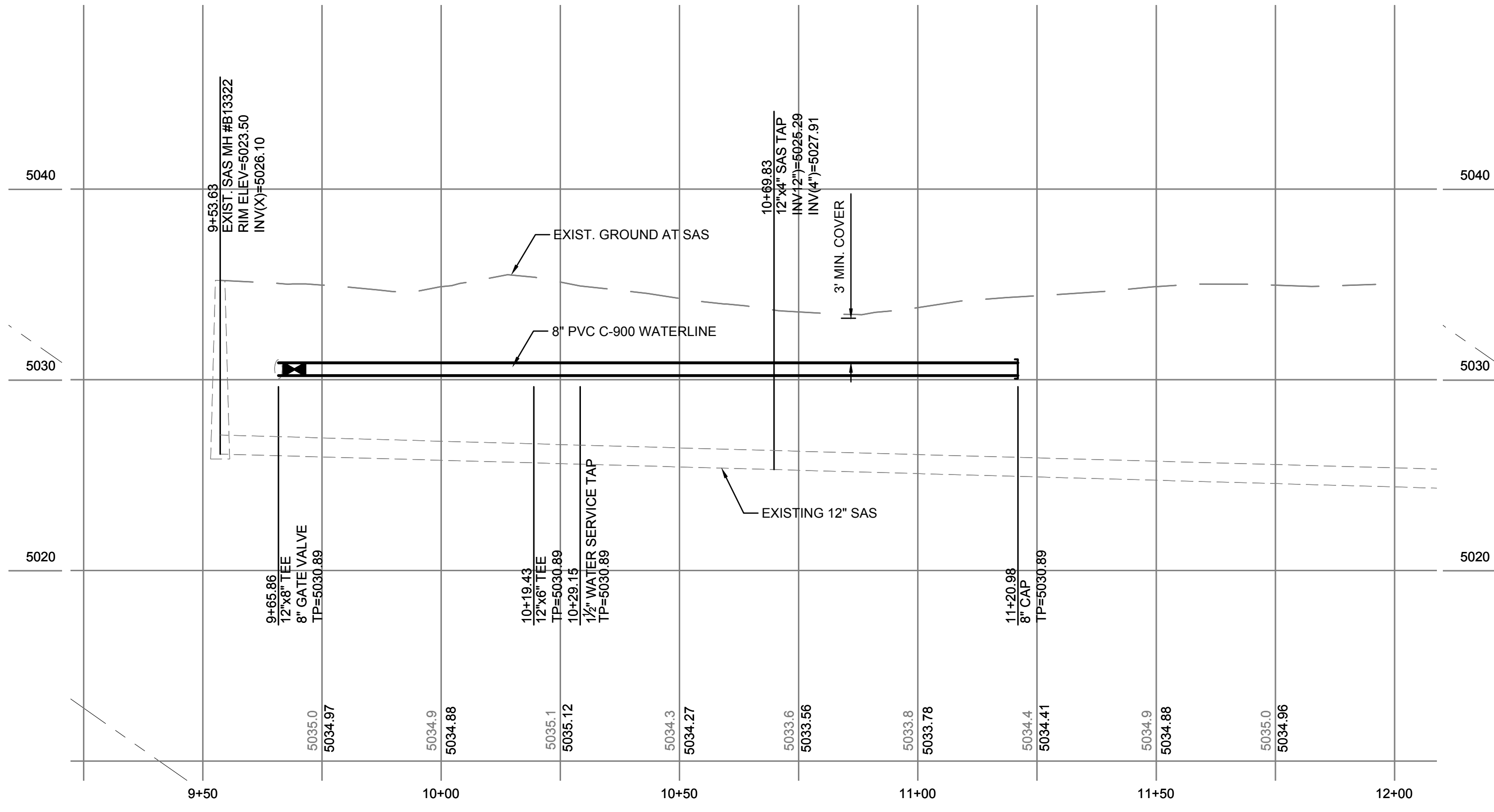
VALVE / FH / METER COORDINATES			
NOS.	X	Y	Z/BOTTOM FLANG
1			PUBLIC
2			PUBLIC
3			PUBLIC
4			PUBLIC

**GENERAL & CONSTRUCTION NOTES**

- EXISTING UTILITY LINES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND MAY BE INCOMPLETE OR OBSOLETE. SUCH LINES MAY OR MAY NOT EXIST WHERE SHOWN OR NOT SHOWN. ALL UTILITIES SHOULD BE FIELD VERIFIED AND LOCATED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES, AND UNDERGROUND UTILITY LINES.
- CONTRACTOR SHALL NOT USE VIBRATORY COMPACTION EQUIPMENT OR HEAVY VEHICLES OVER EXISTING UTILITIES.

**UTILITY INSTALLATION NOTES**

- INSTALL NON-PRESSURE CONNECTIONS PER ABCWUA STD DWG 2301.
- CONSTRUCT 1 1/2" WATER SERVICES AND METER BOXES PER ABCWUA STD DWG #2363, 2367.
- INSTALL FIRE HYDRANT PER ABCWUA STD DWG 2340.
- INSTALL GATE VALVE AND BOX PER ABCWUA STD DWG 2328 & 2328.
- SEE SHEET 4 FOR WATER SHUT-OFF PLAN.
- SEE SHEET 4 FOR RESTRAINED JOINT LENGTHS FOR WATER LINE FITTINGS.
- SEE SHEET 4 FOR AS-BUILT COORDINATE TABLES.
- ALL WATERLINES SHALL BE PVC C-900 UNLESS OTHERWISE NOTED.
- SANITARY SEWER LINES TO BE SCH. 80, PVC PIPE.
- TRACER WIRE AND APPURTENANCES SHALL BE INSTALLED PER ABCWUA STD DWGS 2190, 2191, 2302, 2327, 2365, 2342, 2379, 2740 & 2741. COST FOR TRACER WIRES & APPURTENANCES SHALL BE INCLUDED IN WATER & SEWER LINE PIPE PAY ITEMS.



**LEGEND**

- EX 8" WL --- EXISTING WATERLINES
- EX 4" VAC SAS --- EXISTING SEWER LINES
- 8" WL --- NEW WATERLINE
- NEW WATER SERVICE
- NEW VALVE & FIRE HYDRANT
- RIGHT OF WAY

**Isaacson & Arfman, Inc.**  
Civil Engineering Consultants

128 Monroe Street NE  
Albuquerque, NM 87108  
505-268-8828 | www.iacivil.com

NO.	DATE	REVISION NO. & DESCRIPTION	BY	SCALE:	DESIGN INFO	SUBMITTED BY:	AS BUILT INFORMATION	ENGINEER'S SEAL
-	-	-	-	1"=20'	DESIGNED BY: FCA DATE: DEC 2021	-	CONTRACTOR -	
-	-	-	-	ATTENTION	DRAWN BY: DEC DATE: DEC 2021	-	WORK STAKED BY - DATE -	
-	-	-	-	0 1/2" 1"	CHECKED BY: FCA DATE: DEC 2021	-	INSPECTOR'S ACCEPTANCE BY - DATE -	
-	-	-	-	GRAPHIC SCALE	CROSS CHK'D BY: - DATE: -	-	INSPECTOR'S NAME -	
-	-	-	-	THIS BAR MEASURES 1" AT FULL SCALE (ANSI D)	APPROVED BY: - DATE: -	-	FIELD VERIFICATION BY - DATE -	
-	-	-	-			-	DRAWINGS CORRECTED BY - DATE -	

ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY

TITLE: ALAMEDA WEST SHOPPING CENTER  
8" WATERLINE EXTENSION  
WATERLINE PLAN & PROFILE

WUA Project No. 729087    Zone Map No. B-14    Sheet 5 OF 5