

# CITY OF ALBUQUERQUE



Richard J. Berry, Mayor

September 7, 2017

William Barr, P.E.  
Mark Goodwin & Associates  
PO Box 90606  
Albuquerque, NM 87199

**RE: McMahon Property**  
**Grading Plan**  
**Engineers Stamp Date: 7/17/17**  
**Hydrology File: A11D016**

Dear Mr. Barr:

Based on the information provided in your submittal received on 7/18/17, the Grading Plan is approved for Grading Permit.

If you have any questions, you can contact me at 924-3695 or [dpeterson@cabq.gov](mailto:dpeterson@cabq.gov).

Sincerely,

Dana Peterson, P.E.  
Senior Engineer, Planning Dept.  
Development Review Services



# City of Albuquerque

Planning Department

Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

**Project Title:** \_\_\_\_\_ **Building Permit #:** \_\_\_\_\_ **City Drainage #:** \_\_\_\_\_

**DRB#:** \_\_\_\_\_ **EPC#:** \_\_\_\_\_ **Work Order#:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

**City Address:** \_\_\_\_\_

**Engineering Firm:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Owner:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Architect:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Other Contact:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

Check all that Apply:

**DEPARTMENT:**

- ☐ HYDROLOGY/ DRAINAGE  
☐ TRAFFIC/ TRANSPORTATION  
☐ MS4/ EROSION & SEDIMENT CONTROL

**TYPE OF SUBMITTAL:**

- ☐ ENGINEER/ ARCHITECT CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN  
☐ GRADING PLAN  
☐ DRAINAGE MASTER PLAN  
☐ DRAINAGE REPORT  
☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)  
☐ TRAFFIC IMPACT STUDY (TIS)  
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)
- ☐ OTHER (SPECIFY) \_\_\_\_\_

**CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:**

- ☐ BUILDING PERMIT APPROVAL  
☐ CERTIFICATE OF OCCUPANCY
- ☐ PRELIMINARY PLAT APPROVAL  
☐ SITE PLAN FOR SUB'D APPROVAL  
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ SIA/ RELEASE OF FINANCIAL GUARANTEE  
☐ FOUNDATION PERMIT APPROVAL  
☐ GRADING PERMIT APPROVAL  
☐ SO-19 APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ GRADING/ PAD CERTIFICATION  
☐ WORK ORDER APPROVAL  
☐ CLOMR/LOMR
- ☐ PRE-DESIGN MEETING  
☐ OTHER (SPECIFY) \_\_\_\_\_

IS THIS A RESUBMITTAL?: ☐ Yes ☐ No

**DATE SUBMITTED:** \_\_\_\_\_ **By:** \_\_\_\_\_

COA STAFF: \_\_\_\_\_ ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_



D. Mark Goodwin & Associates, P.A.  
Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199  
(505) 828-2200 FAX 797-9539

*~ 2012 ACEC/NM Award Winner for Engineering Excellence ~  
~ 2008 ACEC/NM Award Winner for Engineering Excellence ~*

July 17, 2017

Mr. Dana Peterson, P.E.  
Senior Engineer, Planning Dept.  
City of Albuquerque  
PO Box 1293  
Albuquerque, NM 87102

**Re: McMahon Property Grading Plan  
Hydrology File: A11D016**

Dear Mr. Peterson,

Attached hereto is the amended Grading and Drainage Plan for the McMahon Property. Additionally, below are responses to your comments from your letter dated June 19, 2017.

1. Please see attached Grading and Drainage Plan.
2. Pond embankment has been eliminated.
3. Please see attached Grading and Drainage Plan.
4. Please see attached Drainage Covenant.

Should you have any questions or concerns, please don't hesitate to contact myself at [travis@goodwinengineers.com](mailto:travis@goodwinengineers.com) or 505-828-2200.

Sincerely,

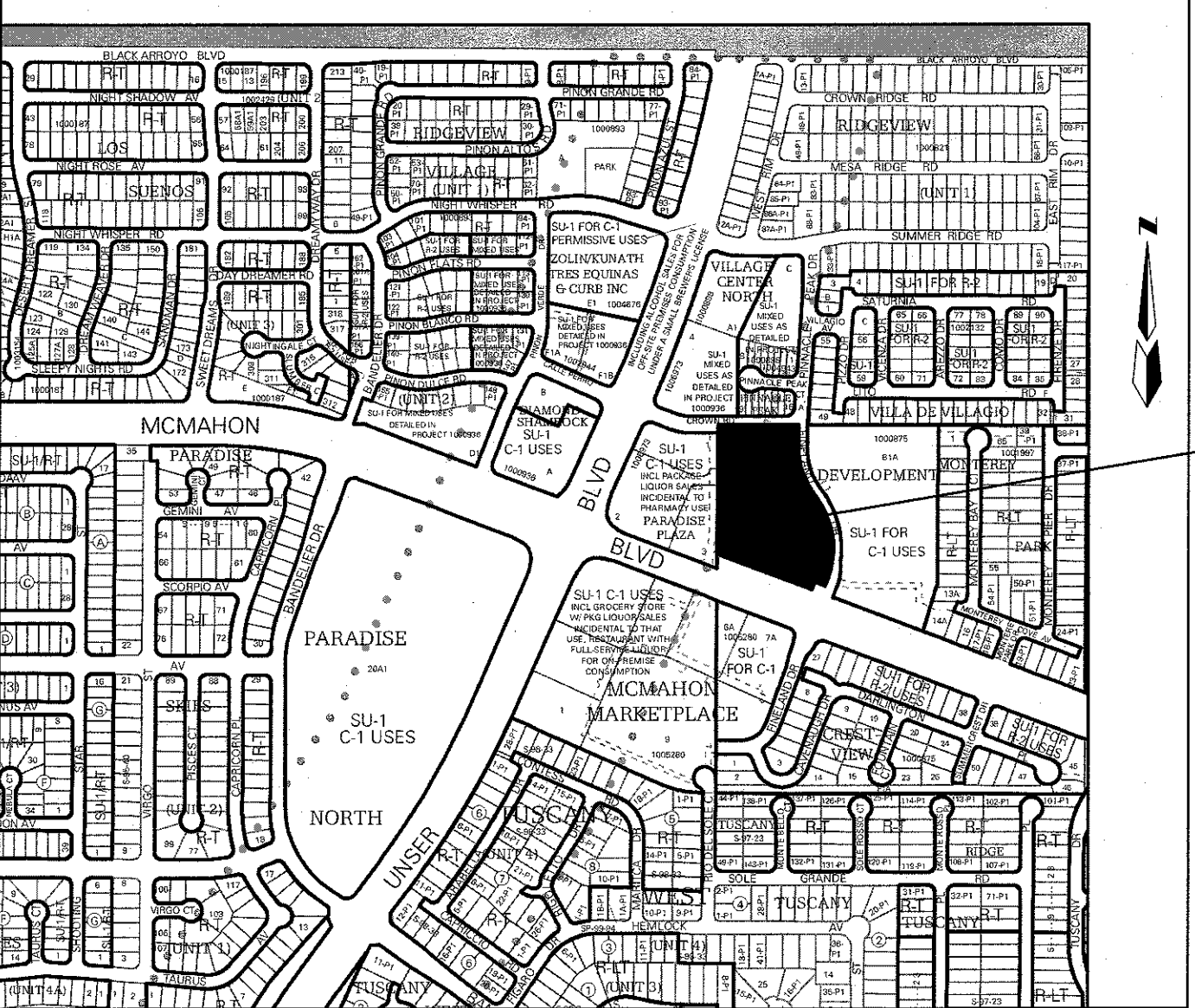
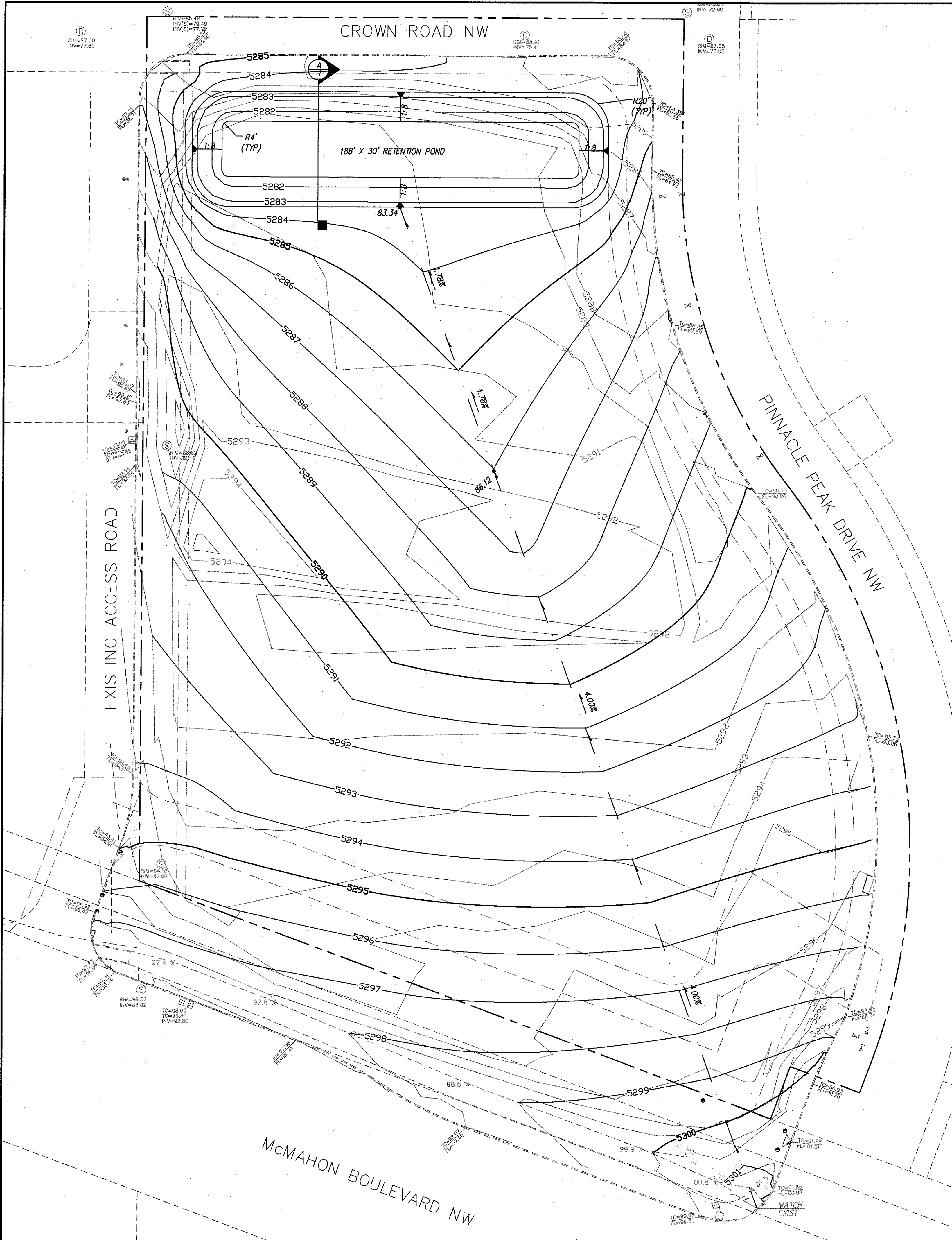
MARK GOODWIN & ASSOCIATES, PA

*W S Barr, P.E.*

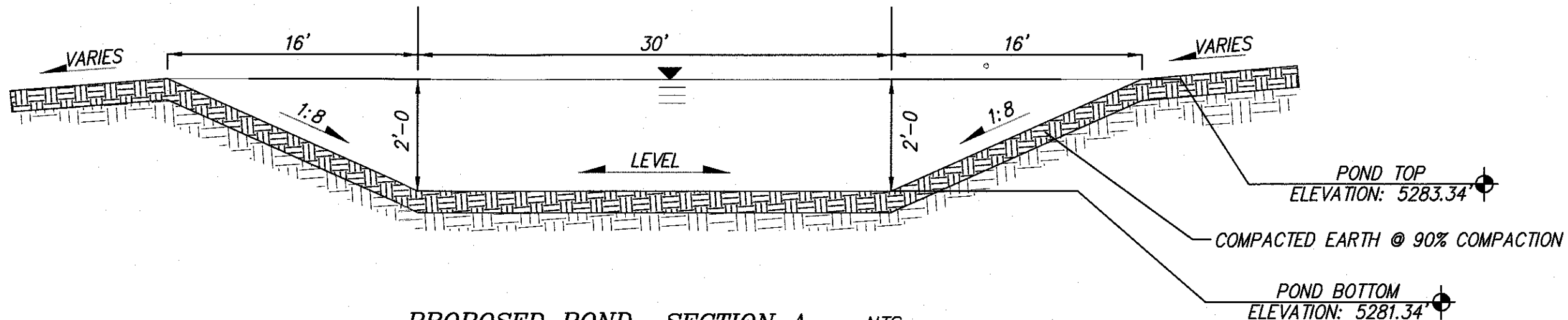
William Travis Barr, PE  
Staff Engineer

Attachments as listed herein.





VICINITY MAP  
ZONE MAP: A-11-Z



**PROPOSED POND SECTION A NTS**  
P(100YR, 10DAY)= 3.80 IN  
LAND TREATMENT C - 100%  
SITE AREA = 4.34 ACRES  
V(100YR, 10DAY) REQUIRED = 0.4251 ACRE-FEET  
VOLUME PROVIDED = 0.4358 ACRE-FEET  
Q100= 14.58 cfs

BENCHMARKS
AGRS Brass Cap stamped "9-A11"
The station is located in the northeast corner of Unser Boulevard NW and McMahon Boulevard NW, just east of the wheel chair ramp.
Geographic Position, in feet (NAD83)
N.M.S.P.C. (Central Zone), G-G=0.999670857, Δα=-00°15'30.20"
N=1533206.142, E=1506571.019
Elevation, in feet (NAVD88)=5301.647

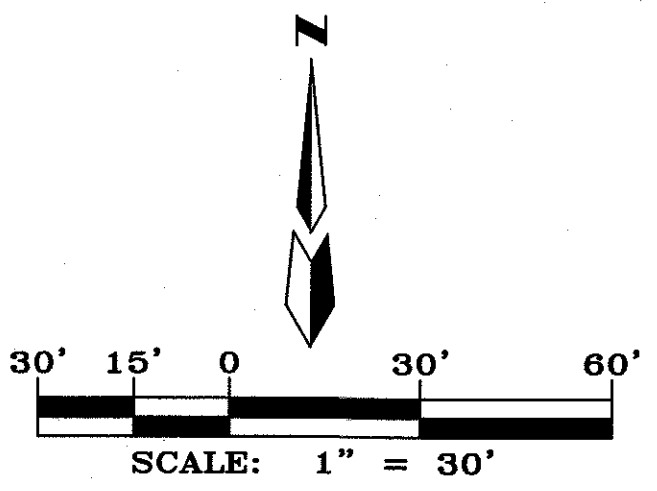
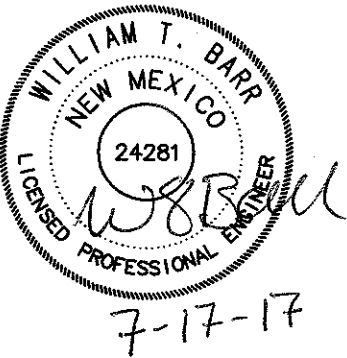
**PROJECT SUMMARY**

PROPERTY LEVELING REQUIREMENTS IS A RESULT OF THE SITE USE AS A STOCKPILE LOCATION FOR THE ADJACENT PROPERTIES' CONSTRUCTION ACTIVITIES. THE PROPOSED TEMPORARY MASS GRADING PLAN PROVIDES A TEMPORARY RETENTION POND UNTIL SUCH TIME THE PROPERTY IS DEVELOPED.

**NOTES**

- CONTRACTOR MUST OBTAIN A TOPSOIL DISTURBANCE PERMIT FROM THE ENVIRONMENTAL HEALTH DIVISION PRIOR TO CONSTRUCTION.
- CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION SHALL GOVERN ALL WORK.
- THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DUST CONTROL MEASURES AND REQUIREMENTS AND WILL BE RESPONSIBLE FOR PREPARING AND OBTAINING ALL NECESSARY APPLICATIONS AND APPROVALS.
- THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE LOTS INTO PUBLIC RIGHT-OF-WAY. THIS CAN BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS AND METTING THE SOIL TO KEEP IT FROM BLOWING.
- SITE DOES NOT LIE IN A 100 YEAR FLOOD ZONE.
- SCARIFY, WET, AND COMPACT TOP 12" OF SOIL TO 90% OF MODIFIED PROCTOR.
- UPON COMPLETION OF SITE GRADING, SITE IS TO BE STABILIZED PER CITY OF ALBUQUERQUE STANDARD SPECIFICATION 1012.

- LEGEND**
- CONCRETE CURB
  - TOP CURB/FLOWLINE
  - CONCRETE/SIDEWALK
  - CONTOUR-MAJOR
  - CONTOUR-MINOR
  - SPOT ELEVATION
  - SANITARY SEWER MANHOLE
  - CLEANOUT
  - STORM DRAIN MANHOLE
  - CATCH BASIN/DROP INLET
  - WATER VALVE
  - GAS MARKER-UG
  - POWER POLE-WOOD
  - POLE ANCHOR
  - TELEPHONE/FIBER OPTIC MANHOLE
  - TELEPHONE/FIBER OPTIC PEDESTAL
  - TRAFFIC SIGNAL
  - TRAFFIC SIGNAL PULLBOX
  - UTILITY PULLBOX
  - SIGN
  - PROPOSED SLOPE
  - PROPOSED SPOT ELEVATION
  - PROPOSED SLOPE GRADE
  - PROPOSED FLOW LINE



**McMAHON PROPERTY**

**TEMPORARY MASS GRADING PLAN**

**dmg** MARK GOODWIN & ASSOCIATES, P.A.  
CONSULTING ENGINEERS

P.O. BOX 90606  
ALBUQUERQUE, NEW MEXICO 87199  
(505)828-2200, FAX (505)797-9539

Designed: TB	Drawn: TB	Checked: DMG	Sheet 1 of 1
Scale: 1" = 30'	Date: 5/25/2017	Job: A17027	

## DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between McMahon Tenancy In Common, LLC ("Owner"), whose address is 2403 San Mateo NE, Suite W-24, Albuquerque, NM, and the City of Albuquerque, New Mexico, a municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described as: Parcel A-1 Fineland Development within the Town of Alameda Grant Projected Section 2 Township 11 North, Range 2 East, NMPM, City of Albuquerque in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following Drainage Facility within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Hydrology File No. A11D016. The Grading and Drainage Plan for McMahon Property Temporary Mass Grading Plan.

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City



within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

2403 San Mateo NE Suite W-24, Albuquerque, NM

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Notice may be given to the Owner either in person or by mailing the Notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested, to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. Entire Agreement. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

15. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.



CITY OF ALBUQUERQUE:  
ACCEPTED:

By: \_\_\_\_\_

Robert J. Perry  
Chief Administrative Officer

Dated: \_\_\_\_\_

*[Signature]*

*8/23/17*

*new 8/18/17*

OWNER:

By: \_\_\_\_\_

Jack J. Clifford  
Managing Member

Dated: \_\_\_\_\_

*[Signature]*

*7/20/17*

APPROVED:

City Engineer \_\_\_\_\_

*[Signature]*

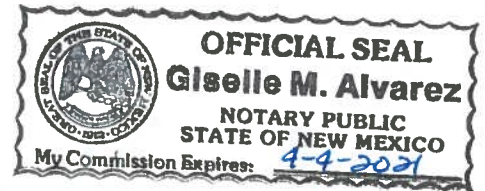
*KAM*

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss

COUNTY OF BERNALILLO )



This instrument was acknowledged before me this 23 day of August, 20 17,  
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:

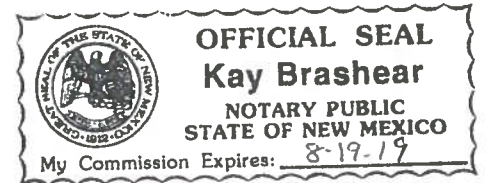
4-4-2021

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss

COUNTY OF BERNALILLO )



This instrument was acknowledged before me this 20 day of July,  
20 17, by Jack J. Clifford, Managing Member, on behalf of McMahon Tenancy in  
Common, LLC.

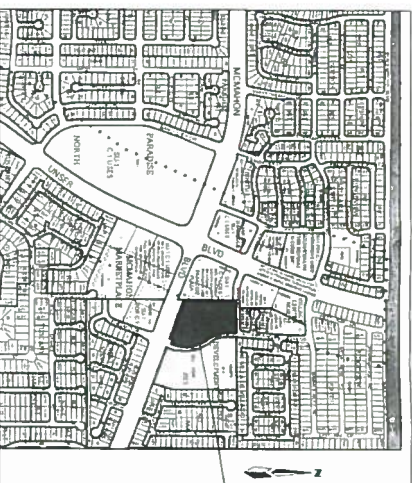
*[Signature]*  
Notary Public

My Commission Expires:

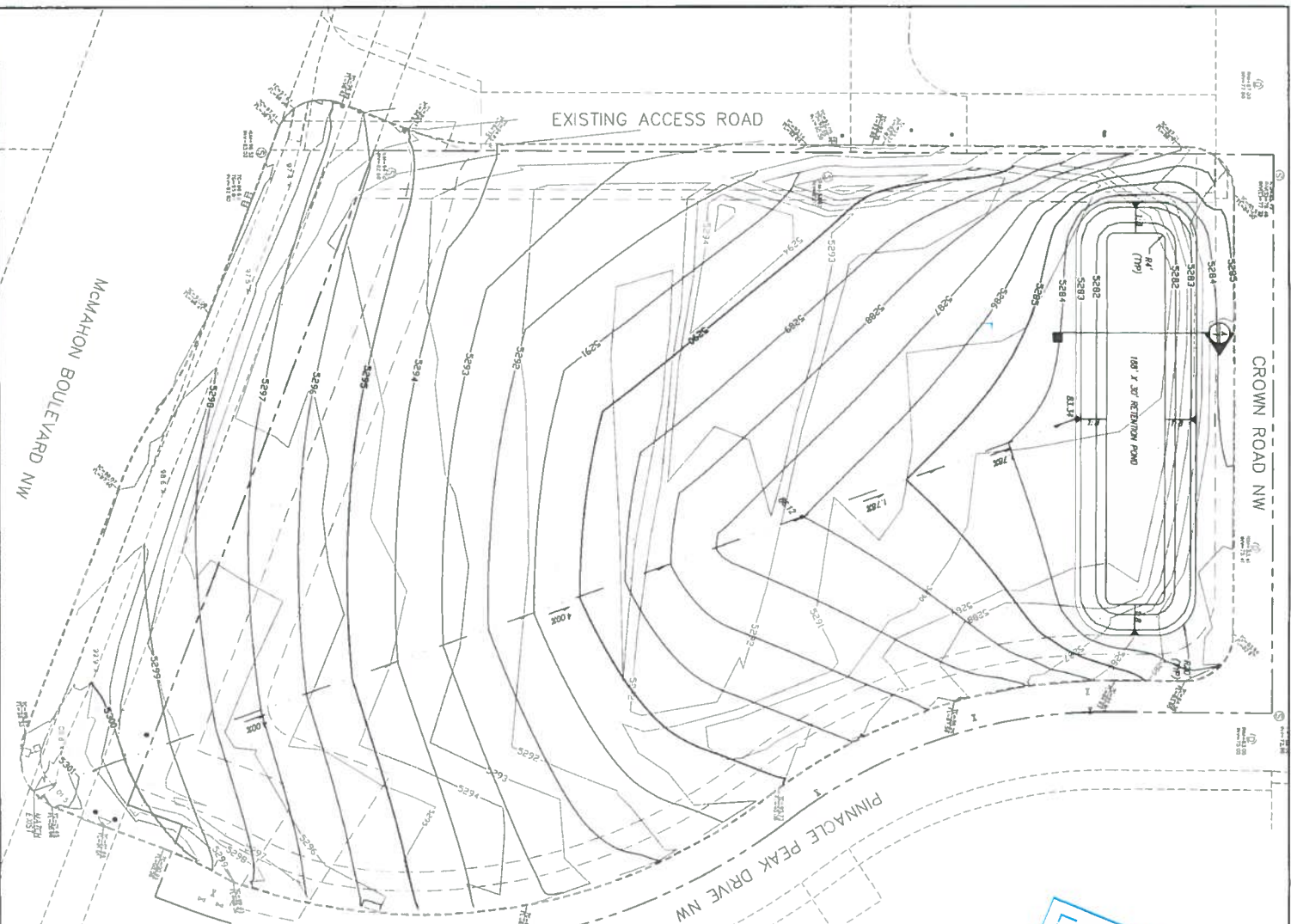
8-19-19

(EXHIBIT A ATTACHED)





SITE



PROPOSED POND SECTION A N/S  
FINISH 100% - 3.80 IN  
LAND TREATMENT C - 100%  
SITE AREA = 4.34 ACRES  
VOLUME 100% REQUIRED = 0.4251 ACRES-Feet  
VOLUME PROVIDED = 0.4506 ACRES-Feet  
9100 = 14.99 cfs

BENCHMARKS	
Acres Brass Cap stamped "9-A11"	
The station is located in the northeast corner of Under Boulevard NW and McMahon Boulevard NW, just east of the water catch ramp.	
Geographic Position, in feet (NAD83)	
NAD 83 P.C. (Central 2nm), G-CAD 998670857, Az = -007.5, 30.20"	
N=1533206 142, E=1506571 019	
Elevation, in feet (NAVD83)=5301.647	

PROJECT SUMMARY

PROPERTY LAYOUT REQUIREMENTS AS A RESULT OF THE SITE USE AS A STORAGE AND TREATMENT POND FOR THE PROPOSED CONSTRUCTION PROJECT. THE TEMPORARY ACCESS ROAD PROVIDES A TEMPORARY DETENTION POND UNTIL SUCH TIME THE PROPERTY IS DEVELOPED.

NOTES

1. CONSTRUCTION MUST OBTAIN A TOPSOIL DISTURBANCE PERMIT FROM THE ENVIRONMENTAL HEALTH DIVISION PRIOR TO CONSTRUCTION.
2. CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL BEST PRACTICES AND REQUIREMENTS AND WILL BE RESPONSIBLE FOR PROVIDING AND OBTAINING ALL NECESSARY APPLICATIONS AND APPROVALS.
4. THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE LOT'S INTO PUBLIC AREAS OR INTO THE CITY'S WATER SYSTEMS.
5. SITE DOES NOT LIE IN A 100 YEAR FLOOD ZONE.
6. SECURITY, MET, AND COMPACT TOP 1% OF SOIL TO SOIL OF MODIFIED MINOR TOE.
7. UPON COMPLETION OF SITE GRADING, SITE IS TO BE STABILIZED PER CITY OF ALBUQUERQUE STANDARD SPECIFICATION 1012.



- LEGEND
- CONCRETE CURB
  - TOP CURB/TOWNE
  - CONCRETE/SIDEWALK
  - CONTOUR-MAJOR
  - CONTOUR-MINOR
  - SPOT ELEVATION
  - SANITARY SEWER MANHOLE
  - CLEANOUT
  - STORM DRAIN MANHOLE
  - CATCH BASIN/CHOP INLET
  - WATER VALVE
  - GAS MARKER-UG
  - POWER POLE-WOOD
  - POLE ANCHOR
  - TELEPHONE/FIBER OPTIC MANHOLE
  - TELEPHONE/FIBER OPTIC PIEDestal
  - TRAFFIC SIGNAL
  - UTILITY SIGNAL PULBOX
  - UTILITY PULBOX
  - SION
  - PROPOSED SLOPE
  - AS 64°
  - PROPOSED SPOT ELEVATION
  - PROPOSED SLOPE GRADE
  - PROPOSED TOW LINE

MCMAHON PROPERTY  
TEMPORARY MASS GRADING PLAN

MARK GOODMAN & ASSOCIATES, P.A.  
CONSULTING ENGINEERS  
P.O. BOX 90606  
ALBUQUERQUE, NEW MEXICO 87199  
(505)828-2200, FAX (505)797-9339

P.O. BOX 90606 ALBUQUERQUE, NEW MEXICO 87199 (505)282-2200, FAX (505)797-9539			
dmg			
MARK GOODMAN & ASSOCIATES, P.A. CONSULTING ENGINEERS			
Designed	TB	Drawn	TB
Scale: 1" = 30'		Date: 5/23/2017	Job: A17027
		Checked	DWG
		Sheet	I of I

# CONTRACT CONTROL FORM

## PRELIMINARY REVIEW

PROJECT: A11-004 CONTACT PERSON: Madeline Carruthers  
CCN: 2018 06178  
(New/Existing) New

Type of Agreement: Drainage Covenant  
Description/Project Name: McMahon Property Drainage Covenant  
Developer: McMahon tenancy In Common, LLC

Contract Amount \$ \_\_\_\_\_ SIA Contract Period: \_\_\_\_\_ - \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ S/W Contract Period: \_\_\_\_\_ - \_\_\_\_\_  
Other: D.C. Contract Period: 8-23-17 - 8-23-2067

## FINANCIAL GUARANTY:

\_\_\_\_\_  
Date: \_\_\_\_\_ Initial \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_ Initial \_\_\_\_\_

## DRAFT CONTRACT:

Received by Legal: \_\_\_\_\_ Rejected/Returned to Dept.: \_\_\_\_\_ / \_\_\_\_\_  
Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

## FINAL CONTRACT REVIEW

### APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
DRC Chairman	_____	_____	_____	_____
Legal Department	<u>7-27-17</u>	_____	<u>KAM</u>	<u>8/2/17</u>
City Engineer	<u>8-9-17</u>	_____	<u>SH</u>	<u>8/10/17</u>
Hydrology	<u>7-21-17</u>	<u>DRC</u>	<u>Doug Hughes</u>	<u>7-25-17</u>
Transportation	_____	_____	<u>HS</u>	<u>8/23/17</u>
OTHER: <u>Legal</u>	<u>8-14-17</u>	_____	<u>WZ</u>	<u>8/18/17</u>
<u>Jessica Hernandez</u>	_____	_____	_____	_____

### DISTRUBUTION:

	Date:	By:
User Department	_____	_____
Vendor	_____	_____
City clerk	_____	_____
Treasury	_____	_____
Other:	_____	_____