

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

February 7, 2020

Ron Bohannon, P.E.
Tierra West, LLC
5571 Midway Park Place, NE
Albuquerque, NM 87109

**RE: Behavioral Health Hospital
1525 Renaissance Blvd NE
Request for Certificate of Occupancy - Temporary
Hydrology Final Inspection –Approved
Certification Dated: 2/4/20
Grading Plan Stamp Date: 1/16/19
Drainage Report Stamp Date: 1/16/19
Hydrology File: F16D051A**

PO Box 1293

Dear Mr. Bohannon,

Albuquerque

Based on the submittal received on 1/29/20, this certification is approved in support of Temporary Certificate of Occupancy by Hydrology.

Prior to Permanent Certificate of Occupancy (For Information):

NM 87103

1. Complete the punch list items as stated on the Certification.
2. The NW pond and SW pond need to be excavated to the required depth, per the approved plan to provide the required stormwater quality retention volume. This is approximately 1 additional foot of excavation at the NW pond and 2 additional feet at the SW pond. Include updated survey once complete.

www.cabq.gov

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

Sincerely,

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

C: Email Tena, Victoria; Sandoval, Darlene; Costilla, Michelle; Gomez, Matt



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Behavioral Health Hospital **Building Permit #:** _____ **Hydrology File #:** _____

DRB#: _____ **EPC#:** _____ **Work Order#:** _____

Legal Description: Tract 9-A-1-B Plat of Tracts 9-A-1-A & 9-A-1-B Renaissance Center

City Address: 1525 Renaissance Blvd NE

Applicant: AS Realty Investors **Contact:** Avi Schlesinger

Address: 3710 S. Robertson Blvd. #201, Culver City CA 90232

Phone#: 310-936-9395 **Fax#:** _____ **E-mail:** avi@asrealtyinvestors.com

Other Contact: Tierra West, LLC **Contact:** Ron Bohannon

Address: 5571 Midway Park Pl NE, Albuquerque NM 87109

Phone#: 505-858-3100 **Fax#:** 505-858-1118 **E-mail:** rrb@tierrawestllc.com

TYPE OF DEVELOPMENT: _____ PLAT (# of lots) _____ RESIDENCE _____ DRB SITE ☒ ADMIN SITE

IS THIS A RESUBMITTAL? _____ Yes ☒ No

DEPARTMENT _____ TRANSPORTATION ☒ HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE MASTER PLAN
- ☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ STREET LIGHT LAYOUT
- ☐ OTHER (SPECIFY) _____
- ☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

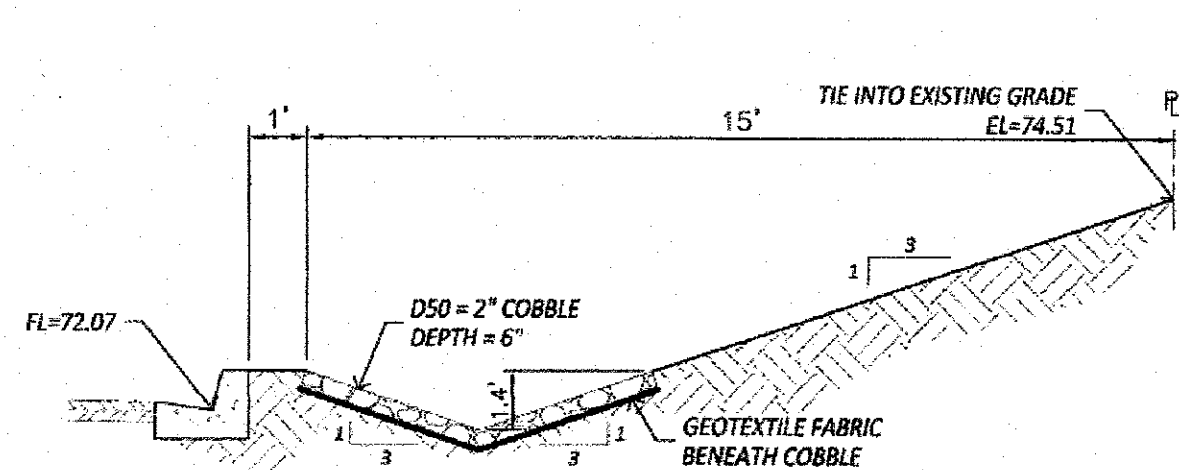
- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY(Temporary)
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE PLAN FOR SUB'D APPROVAL
- ☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ SO-19 APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ GRADING/ PAD CERTIFICATION
- ☐ WORK ORDER APPROVAL
- ☐ CLOMR/LOMR
- ☐ FLOODPLAIN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) _____

DATE SUBMITTED: 2/5/2020 **By:** Vinny Perea

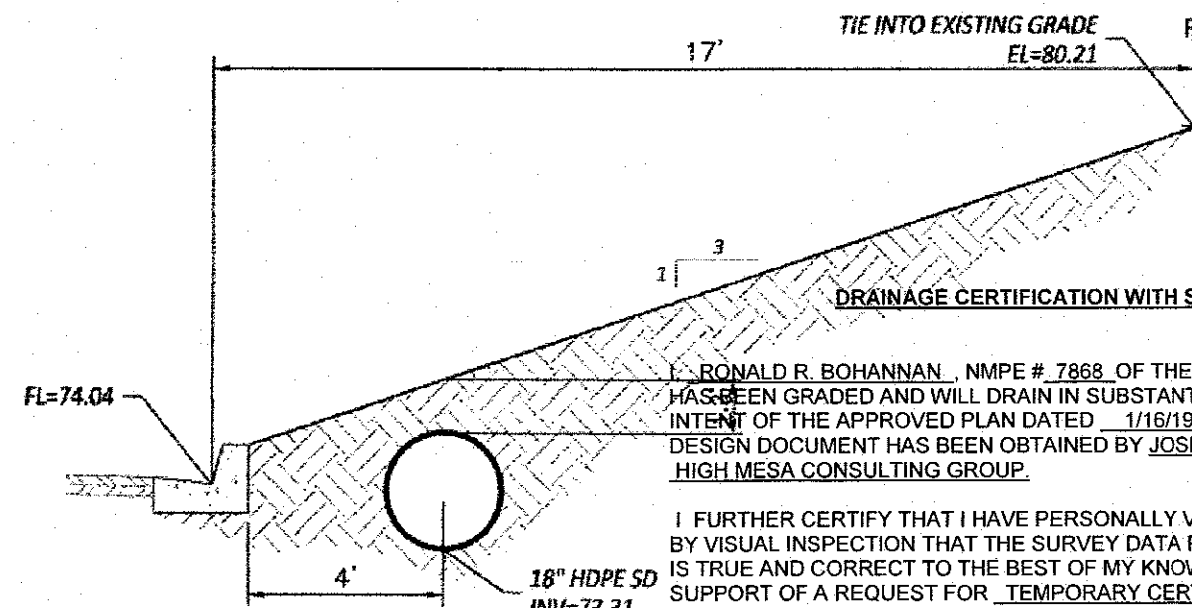
COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____



SECTION A-A
NTS



SECTION B-B
NTS

DRAINAGE CERTIFICATION WITH SURVEY WORK DONE BY PROFESSIONAL SURVEYOR

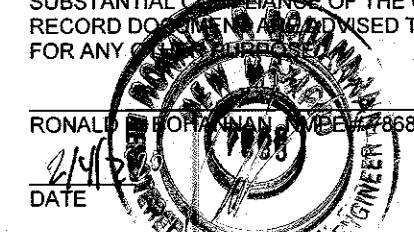
RONALD R. BOHANNAN, NMPE # 7868, OF THE FIRM, TIERRA WEST, LLC, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL BE DRAWN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 1/15/19. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY JOSEPH SOLOMON, NMPS # 15075, OF THE FIRM, HIGH MESA CONSULTING GROUP.

I, FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON 2/16/20 AND HAVE DETERMINED BY VISUAL INSPECTION THAT THE SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR TEMPORARY CERTIFICATE OF OCCUPANCY.

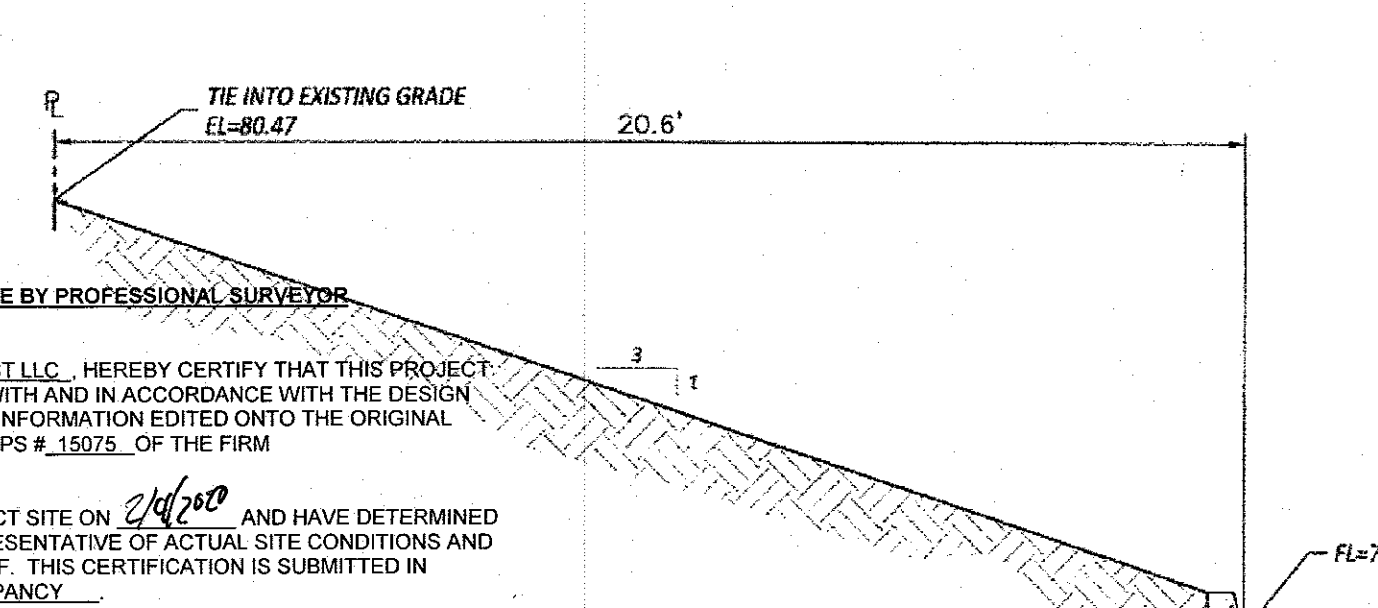
EXCEPTIONS:

THE PURPOSE OF THIS TEMPORARY CERTIFICATION IS TO ALLOW FOR STAFF TRAINING AND ADMISSION OF PATIENTS DURING THE COMPLETION OF THE PUNCHLIST ITEMS AS NOTED ON THE ATTACHED

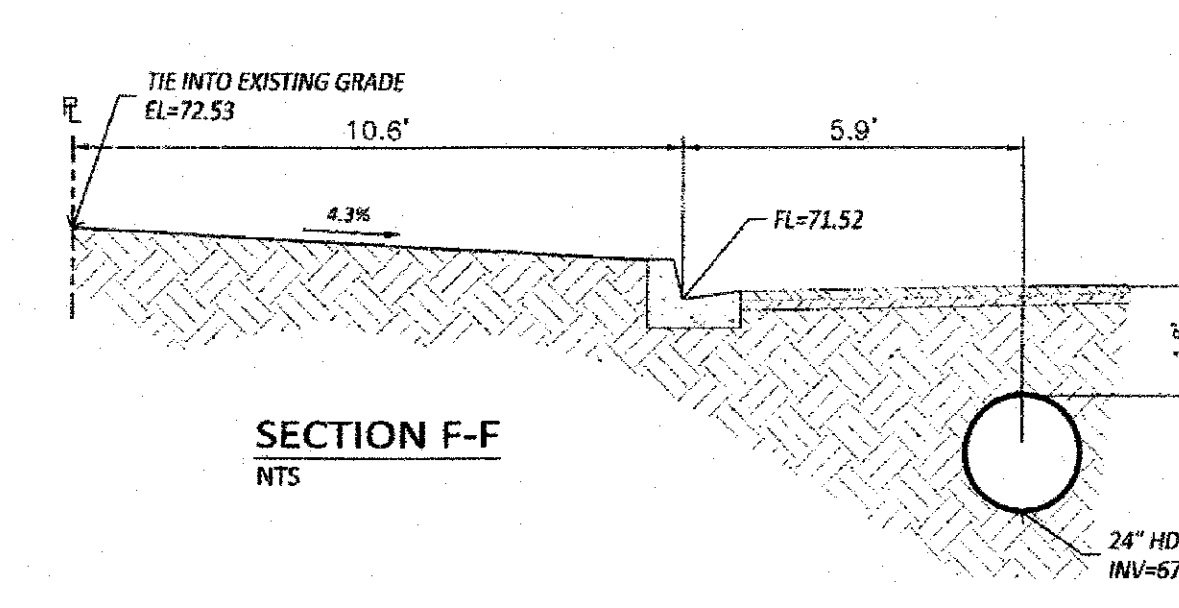
THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERY SUBSTANTIAL COMPLIANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 1/15/19. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY JOSEPH SOLOMON, NMPS # 15075, OF THE FIRM, HIGH MESA CONSULTING GROUP.



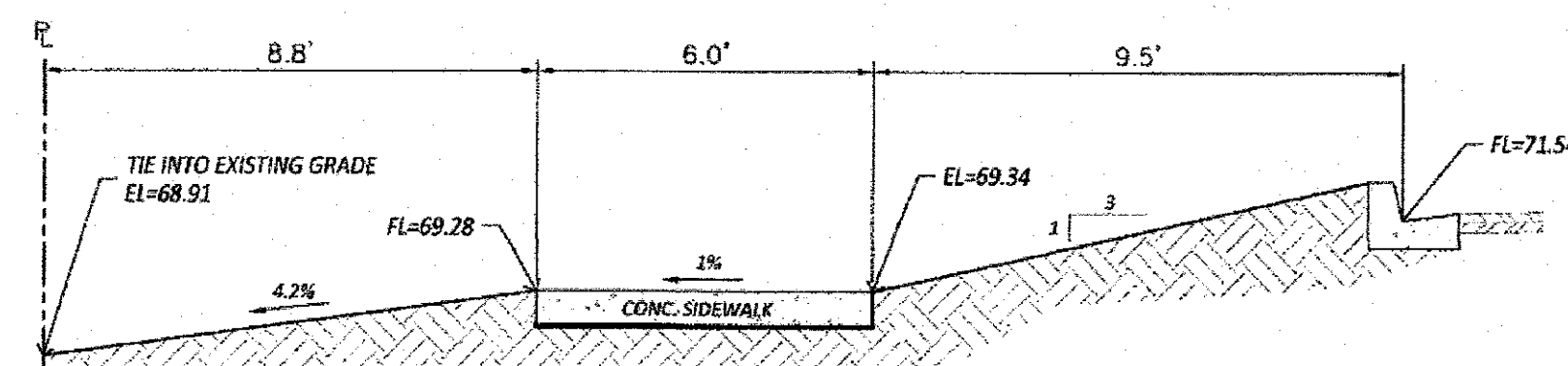
(SEAL)



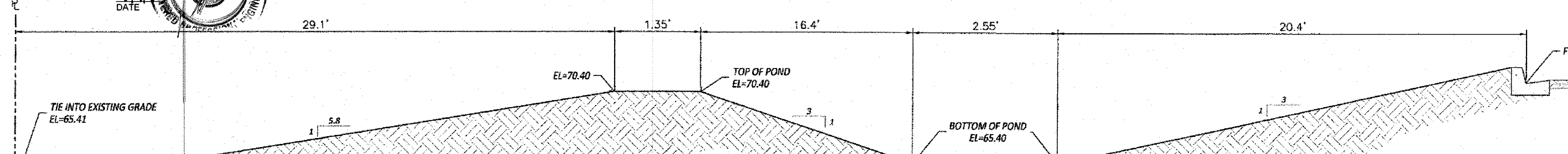
SECTION C-C
NTS



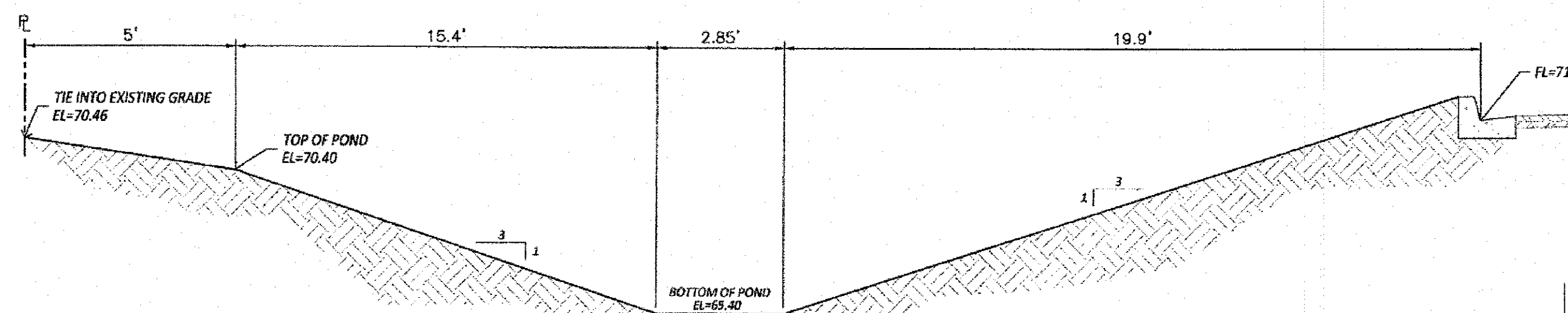
SECTION F-F
NTS



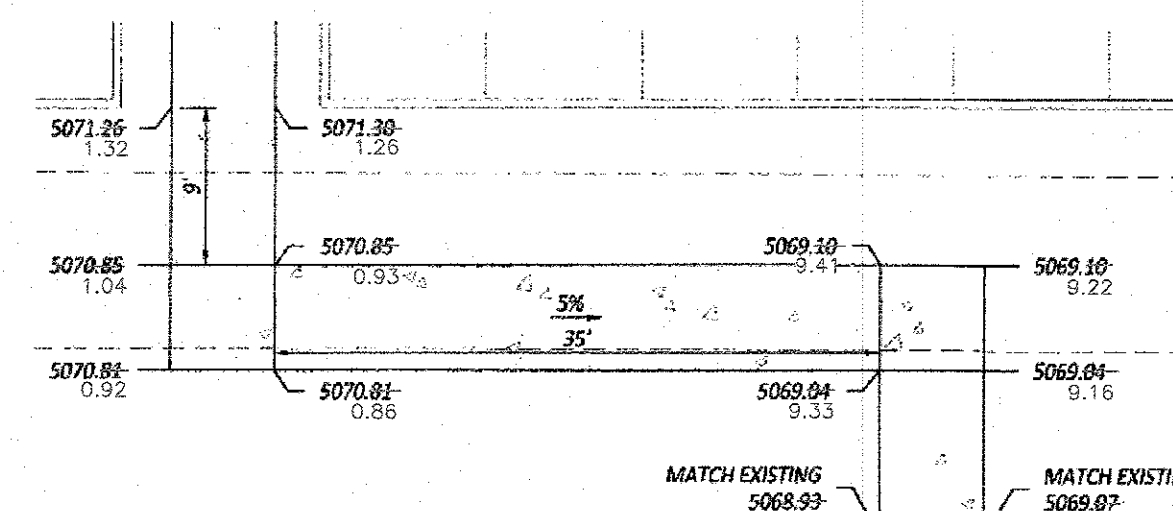
SECTION D-D
NTS



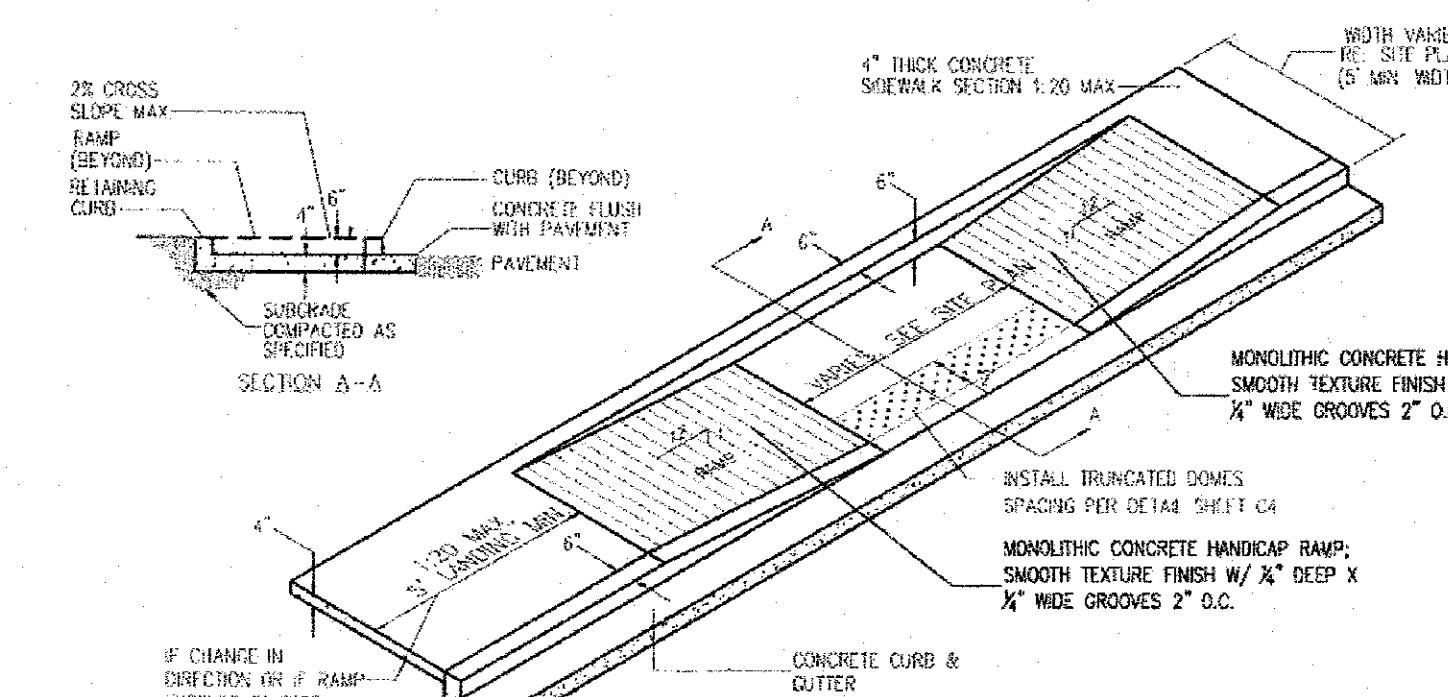
SECTION E-E
NTS



SECTION G-G
NTS

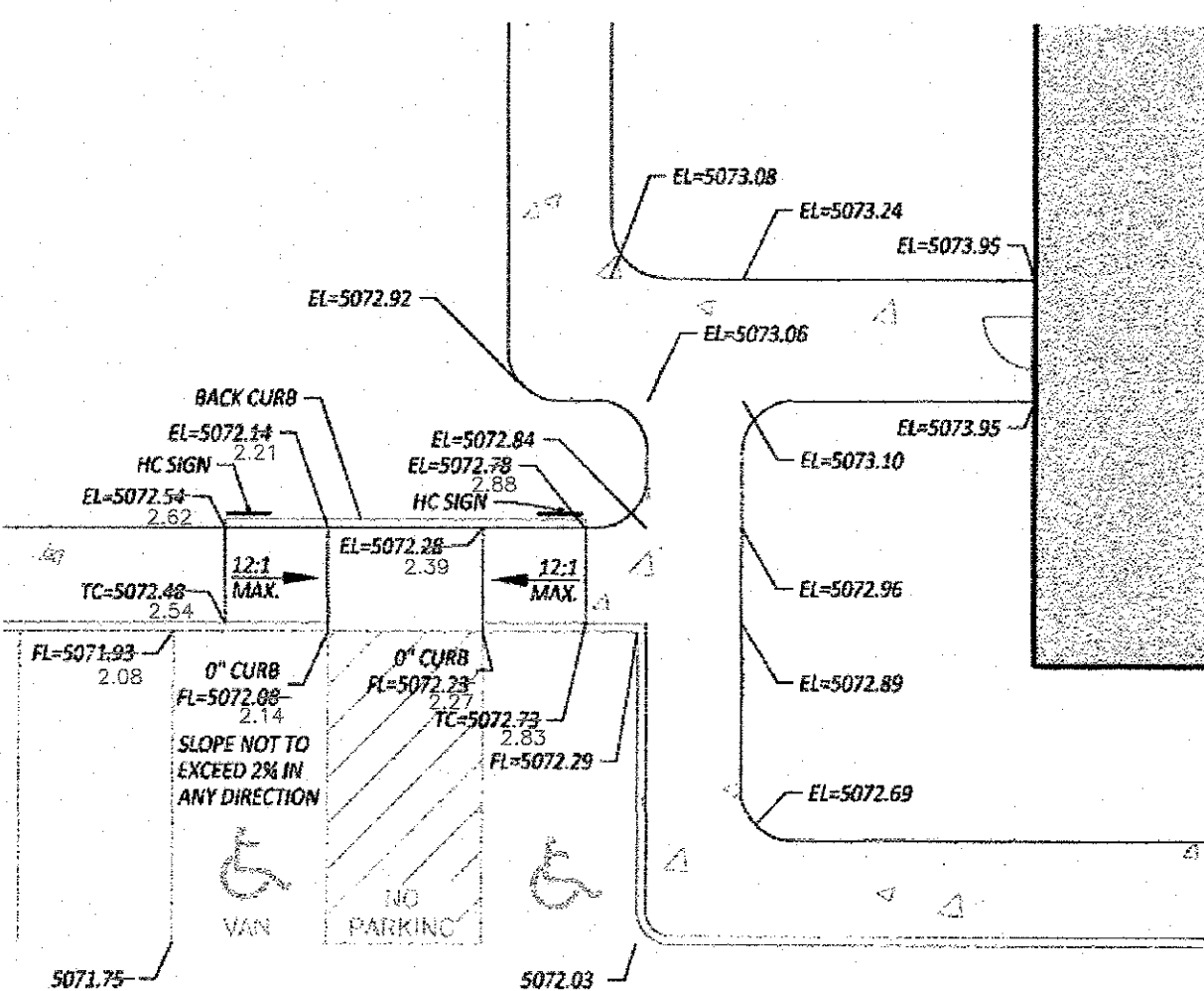


DETAIL \"D\"
SCALE: 1\"=10'

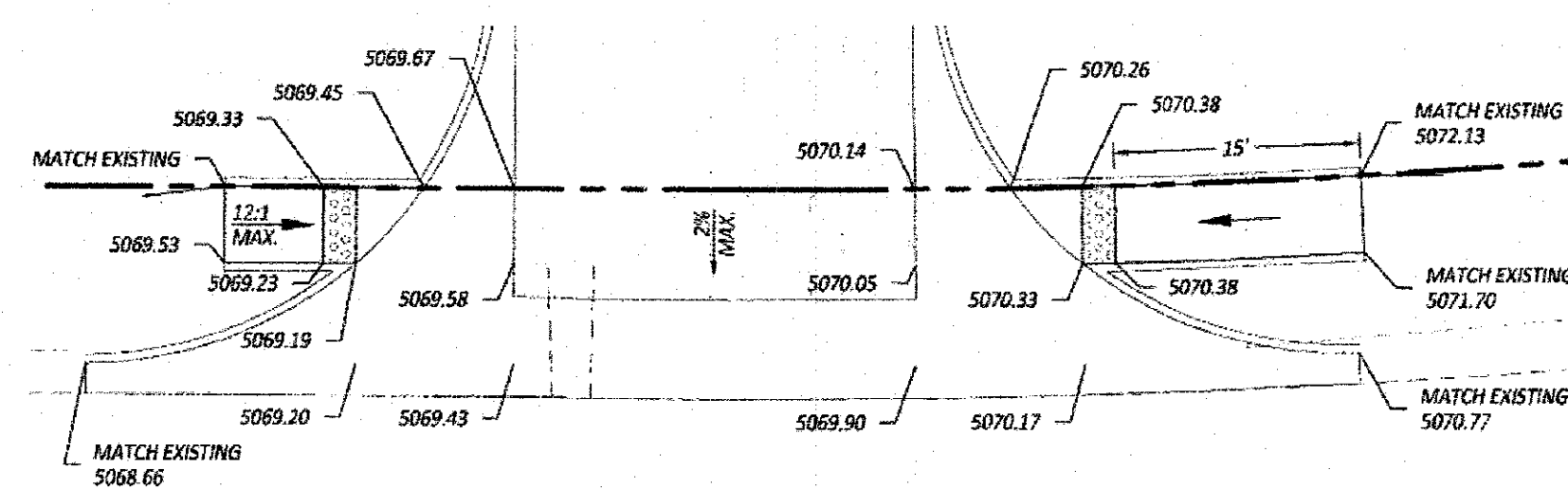


ADA RAMP DETAIL - SEE DETAIL \"B\" & \"C\" THIS SHEET
NTS

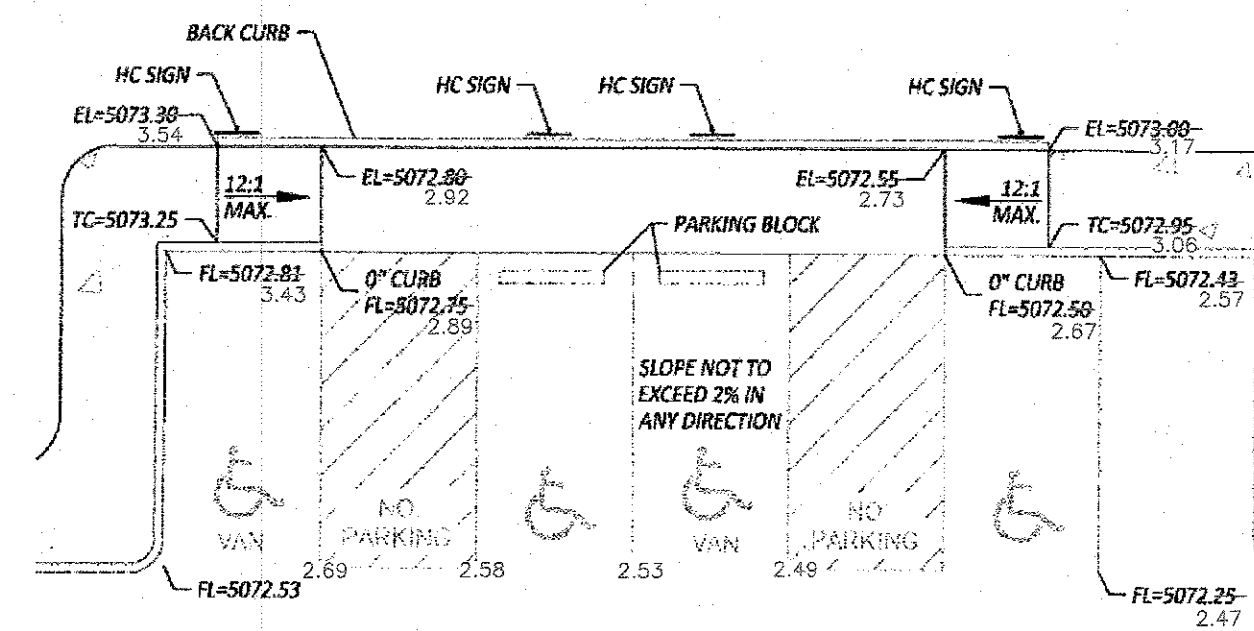
- NOTES:**
- 1) International Symbol of Accessibility shall be painted on the pavement at rear of space, white symbol on blue background.
 - 2) Parking space lines and diagonal striping to be painted blue.
 - 3) Access aisle shall have the words \"NO PARKING\" in capital letters, each of which shall be at least one foot high and at least two inches wide, placed at the rear of the parking space so as to be close to where an adjacent vehicle's rear tires would be placed.
 - 4) See sheet C5 for HC Parking Sign Detail.



DETAIL \"B\"
SCALE: 1\"=10'



DETAIL \"A\"
SCALE: 1\"=10'



DETAIL \"C\"
SCALE: 1\"=10'

	BEHAVIORAL HEALTH HOSPITAL RENAISSANCE CENTER		DRAWN BY DY
	CROSS SECTIONS AND ADA DETAILS		DATE 9/26/18
	TIERRA WEST, LLC 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.tierrawestllc.com		2017054-SECTIONS
			SHEET # C4 JOB # 2017054



DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Elm Street Realty, LLC ("Owner"), whose address is 5305 Village Creek Dr, Plano, TX 75903 and whose telephone number is (469) 814-9301 and the City of Albuquerque, a New Mexico 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 current owner of certain real property described as:
Tract 9-A-1-B Plat of Tracts 9-A-1-A & 9-A-1-B Renaissance Center

in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information).

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 Drainage File No.

F16D051A. First flush water quality ponds, storm drain, and landscape swale as shown on the approved Grading and Drainage Plan with engineering stamp date 1/16/19.

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:

Elm Street Realty, LLC Att. Charles W. Putnam
5305 Village Creek Dr.
Plano, TX 75903

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.

OWNER:

By [signature]: Cash
Name [print]: Charles W. Patman
Title: Manager
Dated: 7/29/19

CITY OF ALBUQUERQUE:

By: [Signature] AD
Shahab Biazar, P.E., City Engineer
Dated: 10/15/19

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS)
)ss
COUNTY OF COLLIN)

This instrument was acknowledged before me on this 29 day of July,
2019, by Charles W. Patman (name of person signing permit),
Manager (title of person signing permit) of
21M Street Realty, LLC (Owner).



Cindy L Reynolds
Notary Public
My Commission Expires: _____

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 15th day of
October 2019, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.

Charlotte LaBadie
Notary Public
My Commission Expires: March 15, 2021



(EXHIBIT A ATTACHED)

[illegible]