

CITY OF ALBUQUERQUE



July 3, 2019

Diane Hoelzer, P.E.
Mark Goodwin and Associates
P.O. Box 90606
Albuquerque, NM 87199

Re: Country Club Plaza Ph 3, 1716 Central Ave SW
Request for Conditional Certificate of Occupancy - approved
Certification dated: 7-2-19

Dear Ms. Hoelzer,

Based upon the information provided in the Certification received 7-2-19 and an e-mail from the Owner received 7-3-19, where he has stated he has already started on the items listed below, the above referenced Grading and Drainage Certification is acceptable for a Conditional Certificate of Occupancy.

The following list of items are still outstanding.

1. The sidewalk culverts are a complete remove and replace. Construct per City Detail 2236; the drain line should also be constructed similar to City Detail 2235 (see attached). Once complete, contact Rita Harmon for re-inspection or any questions (328-3221, rharmon@cabq.gov)
2. Raise pump control panel above top of retaining wall in Pond 2.
3. Excavate 1-2 courses of CMU and apply asphalt emulsion damp-proofing to elevation 53' around detention Pond 1

If you have any questions, you can contact me at 924-3420.

Sincerely,

Curtis A. Cherne, P.E.
Acting City Engineer
Planning Department

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

Cherne, Curtis

From: Hidalgo, Denise G.
Sent: Wednesday, July 03, 2019 11:22 AM
To: Cherne, Curtis
Subject: FW: Out Of The Office

Hi Curtis,

I left you a voicemail message. Please call me when you're available. Thanks.



G. DENISE HIDALGO

personnel officer

o 505.924.3936

e dhidalgo@cabq.gov

cabq.gov/planning

I called Denise to
William Brennan directed the city
Engineer to approve a
conditional CO for
1716 Central SW
country club plaza
J1300/6

Curtis A. Cherne 7-3-19

From: Biazar, Shahab

Sent: Tuesday, July 02, 2019 2:48 PM

To: Adeeb, Muhanned W.; Armijo, Ernest M.; Biazar, Shahab; Blair, Henry A.; Brissette, Renee C.; Carruthers, Madeline M.; Cherne, Curtis; Cordero, Shannon D.; Dicome, Kym; Elliott, Stanice; Garduno, Matthew J.; Gomez, Angela J.; Gomez, Ernest P.; Gould, Maggie S.; Hughes, James D.; LaBadie, Charlotte T.; Loyd, Tony J.; Maadandar, Mojgan; Michel, Racquel M.; Miranda, Rachel; Ortiz, Annette; Peterson, Dana M.; Rael, Rudy E.; Roeder, James A.; Sandoval, Arlene R.; Segura, Vanessa; Sims, Timothy E.; Vonderhaar, Ronald L.; Wolfenbarger, Jeanne

Cc: Williams, Brennon; Brito, Russell D.; Clark, Land; Britt, Donald D.; Montoya, Lucinda; Hidalgo, Denise G.; Dombroski, Debbie S.

Subject: Out Of The Office

Hi,

I will be out of the office starting 7/03/2019 and returning Monday 7/08/2019. In my absence Curtis Cherne (924-3420) will be in charge.

Thanks



SHAHAB BIAZAR, P.E.

city engineer

development review services

o 505.924.3999

Cherne, Curtis

From: Jay Rembe <rembe@rembedesign.com>
Sent: Wednesday, July 03, 2019 12:05 PM
To: Peterson, Dana M.; 'Diane Hoelzer'; Sandy Johnson; Cherne, Curtis
Cc: Brissette, Renee C.; Harmon Rita T.; Clark, Land
Subject: RE: Hydrology Items- Country Club Plaza

Dana, thank you for the email. My team is already started on the items below.

I would really appreciate a conditional approval.

I appreciate your help!

Sincerely;

Jay Rembe-ceo
Rembe Urban Design + Development
c: [\(505\)453-7164](tel:5054537164)
f: [\(505\)243-0188](tel:5052430188)
[1718 Central SW, Suite A](#)
[Albuquerque NM 87104](#)

www.countryclubplazaabq.com
www.rembedesign.com
www.lospoblanos.com

From: Peterson, Dana M. <dpeterson@cabq.gov>
Sent: Wednesday, July 3, 2019 11:49 AM
To: Jay Rembe <rembe@rembedesign.com>; 'Diane Hoelzer' <diane@goodwinengineers.com>; Sandy Johnson <Sandy@mullenheller.com>
Cc: Brissette, Renee C. <rbrissette@cabq.gov>; Harmon Rita T. <rharmon@cabq.gov>; Clark, Land <lclark@cabq.gov>
Subject: Hydrology Items- Country Club Plaza

Hello-

Unfortunately the sidewalk culverts are a complete demo and redo, so no C.O inspection can be approved today by Hydrology. See remaining items below:

1. The sidewalk culverts are a complete remove and replace. Construct per City Detail 2236; the drainline should also be constructed similar to City Detail 2235 (see attached). Once complete, contact Rita Harmon for re-inspection or any questions (328-3221, rharmon@cabq.gov)
2. Raise pump control panel above top of retaining wall in Pond 2.
3. Excavate 1-2 courses of CMU and apply asphalt emulsion damp-proofing to elevation 53' around detention Pond 1

Send photos of completed items to Renee (cc'd) and myself.

v/r,
Dana



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Country Club Plaza Phase III Building Permit #: _____ Hydrology File #: J13/D010
DRB#: 1004677 EPC#: _____ Work Order#: _____

Legal Description: Remaining Portion Tract B, Hunning Castle Addition, Tract A-1-A, Laguna Subdivisions Tract A & B, Lands of HB Horns

City Address: Central and Laguna

Applicant: Country Club Partners, LLC Contact: Jay Rembe

Address: 1718 Central SW, Suite A Albuquerque, NM 87104

Phone#: 453-7164 Fax#: _____ E-mail: rembe@infillsolutions.com

Other Contact: Mark Goodwin & Associates, PA Contact: Diane Hoelzer, PE

Address: PO BOX 90606, Albuquerque, NM 87199

Phone#: 828.2200 Fax#: _____ E-mail: diane@goodwinengineers.com

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

IS THIS A RESUBMITTAL? _____ Yes X No

DEPARTMENT _____ TRANSPORTATION X HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- X 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
X 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
____ FLOODPLAIN DEVELOPMENT PERMIT
____ OTHER (SPECIFY) _____

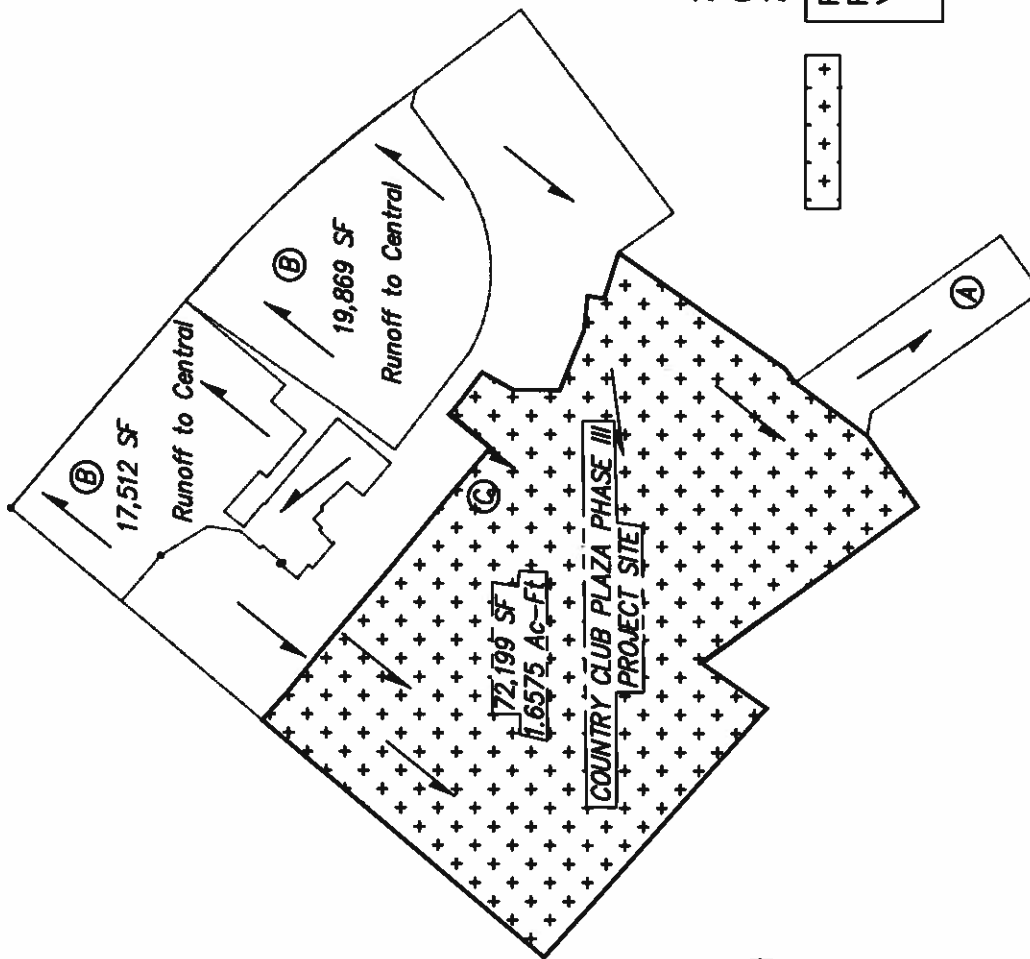
DATE SUBMITTED: 07/02/19

By: Diane Hoelzer, PE

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____



TOTAL AREA=141,495 SF
(excluding area A)
TOTAL AREA TO POND =104,114 SF

FIRST FLUSH VOLUME CALC.
First Flush Area 72,199 SF
Volume=72,199x.84x(.34"/12)
= 1,718 Cu.Ft.

COUNTRY CLUB PLAZA PHASE III
DRAINAGE SUB BASIN AREAS
REVISED July 2, 2019



DIANE HOELZER, PE
MARK GOODWIN & ASSOCIATES, PA
828-2200

F:/A15JOBS/A15007-Country Club Plaza/GRADE & DRAIN/BLOCK sub basins REVISED

1/4



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

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

PROJECT _____

SUBJECT _____

BY _____ DATE _____

CHECKED _____ DATE _____

SHEET _____ OF _____

COUNTRY CLUB PLAZA III

POND #1

BOTTOM AREA = 2201. @ ~ 4950.00

TOP AREA = 5401.7 @ \geq

FIRST FLUSH = 2201 SF (.35') = 770 CF

TOTAL POND VOLUME =

$$\frac{1}{3}(2.1)(2201 + 5401.7 + \sqrt{2201 \cdot 5401.7})$$
$$VOL. = 7735.5 CF$$

POND #2

BOTTOM AREA = 1516 SF

TOP AREA = 1516 SF = 4952.68'

FIRST FLUSH = 1343 CF

ELEV 4945. \approx 34.4 SF

ELEV 4946 \approx 833.7 SF

ELEV 4947 \approx 1170 SF

$$\frac{1}{3}(1)(34.4 + 833.7 + \sqrt{34.4 \cdot 833.7}) = 345.8 CF$$

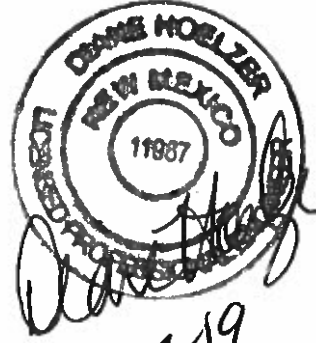
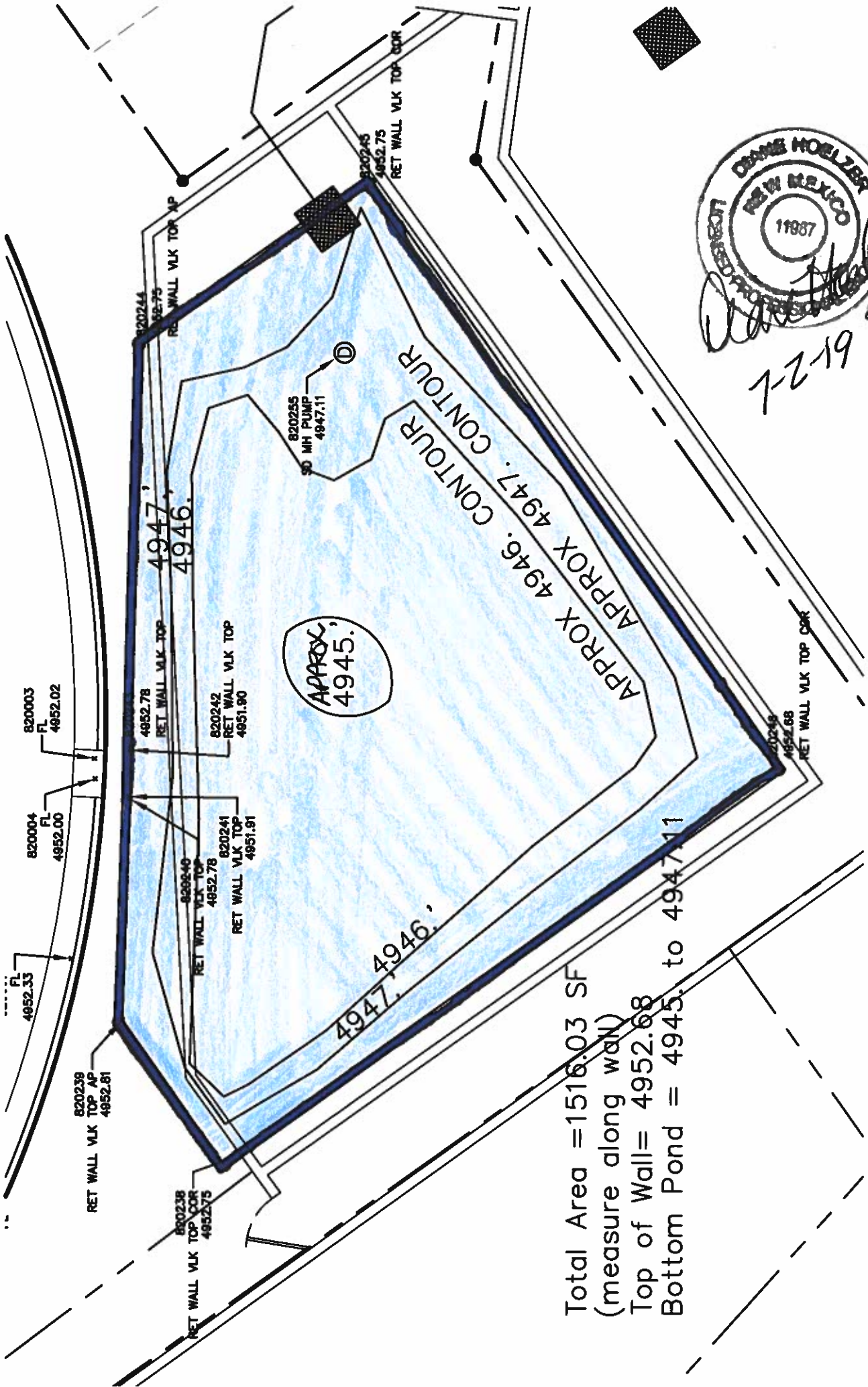
$$\frac{1}{3}(1)(833.7 + 1170 + \sqrt{833.7 \cdot 1170}) = 997.1 CF$$

1343 CF

TOTAL FIRST FLUSH PROVIDED = 2113 CF

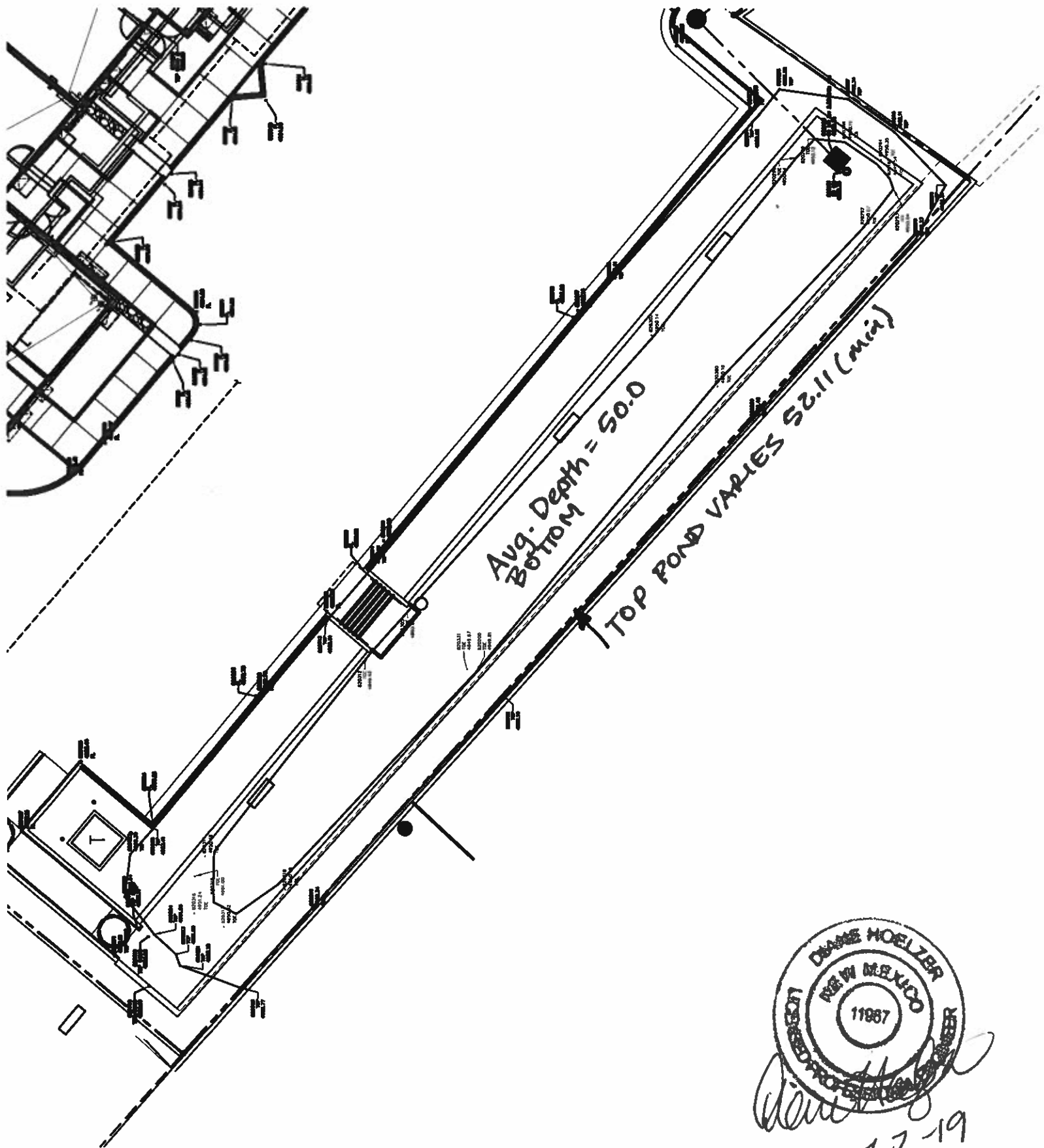
1343 CF + 770 CF

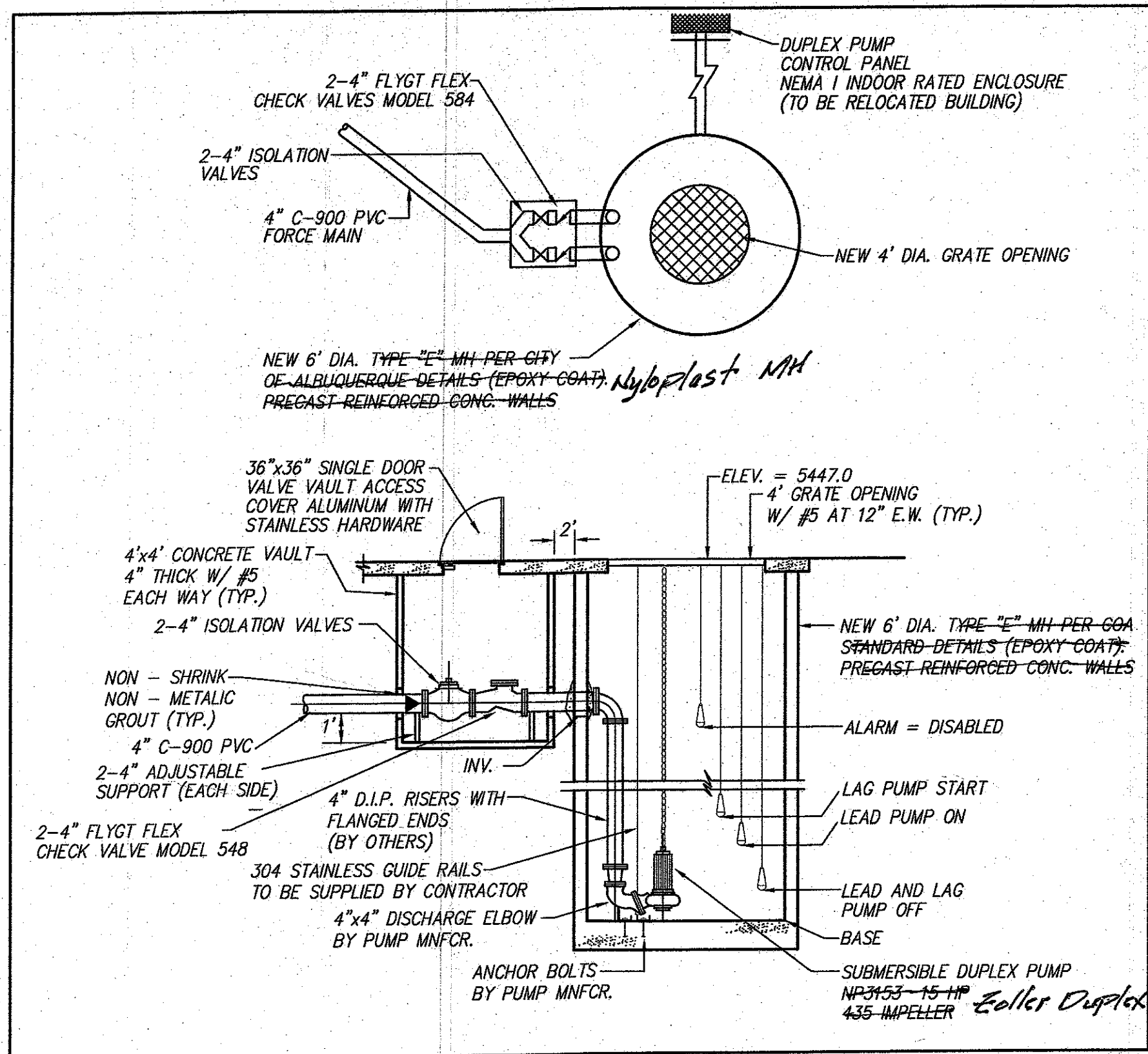




7-2-19

Total Area = 1516.03 SF
 (measure along wall)
 Top of Wall = 4952.68
 Bottom Pond = 4945. to 4947.11

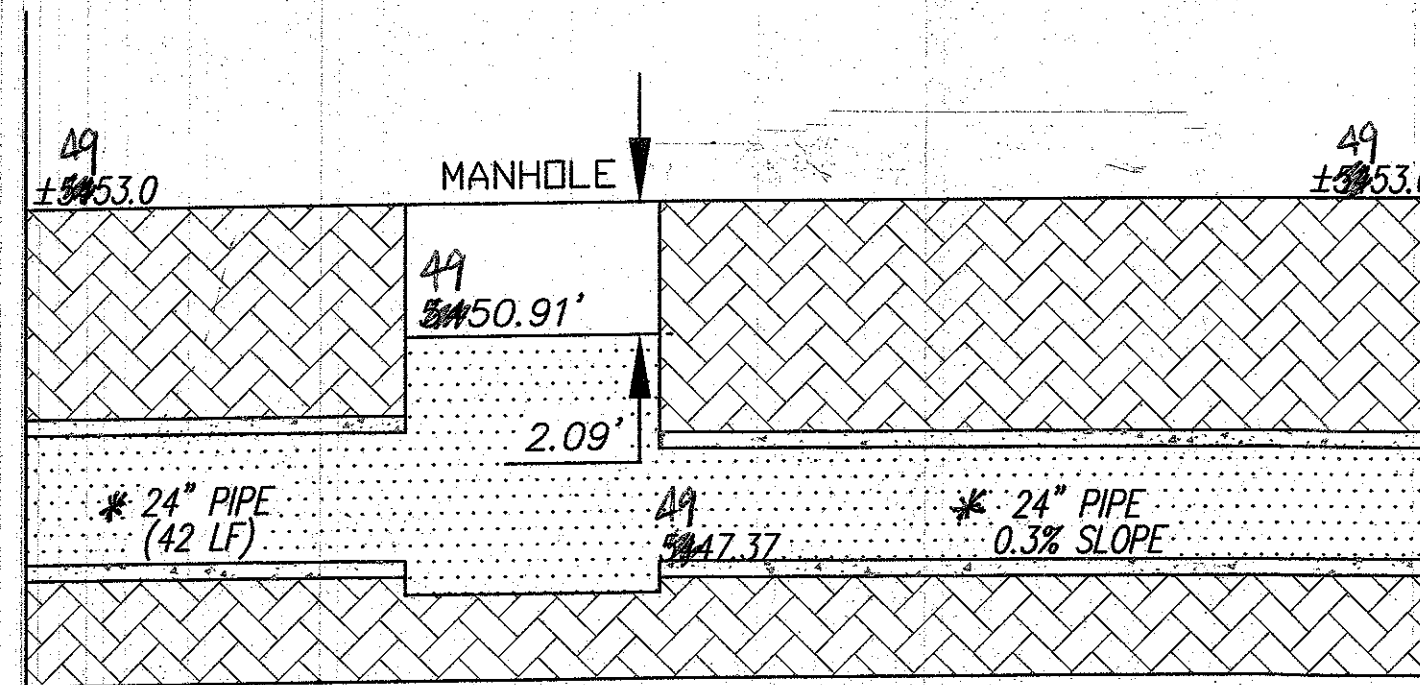
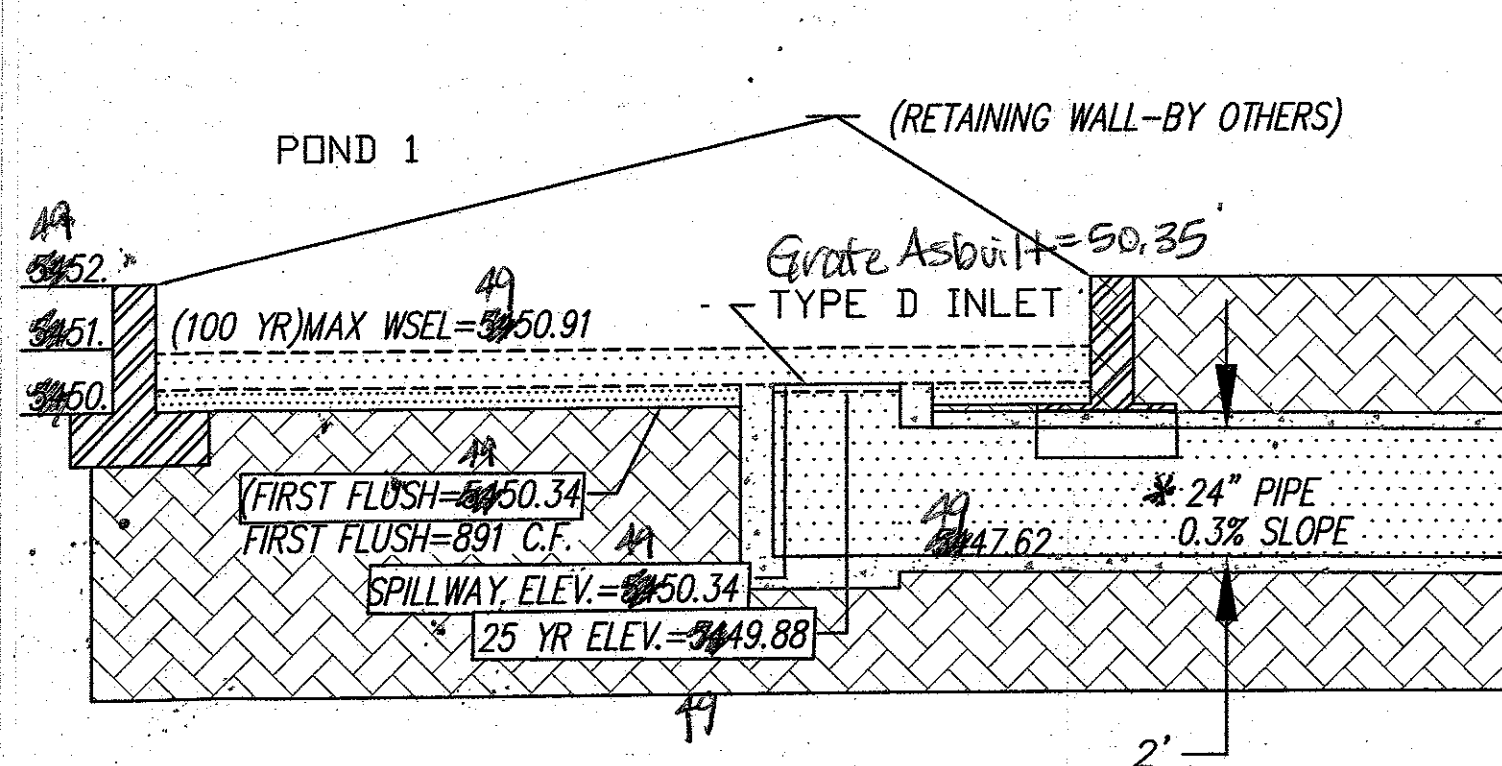




PUMP DETAIL
SCALE: NONE

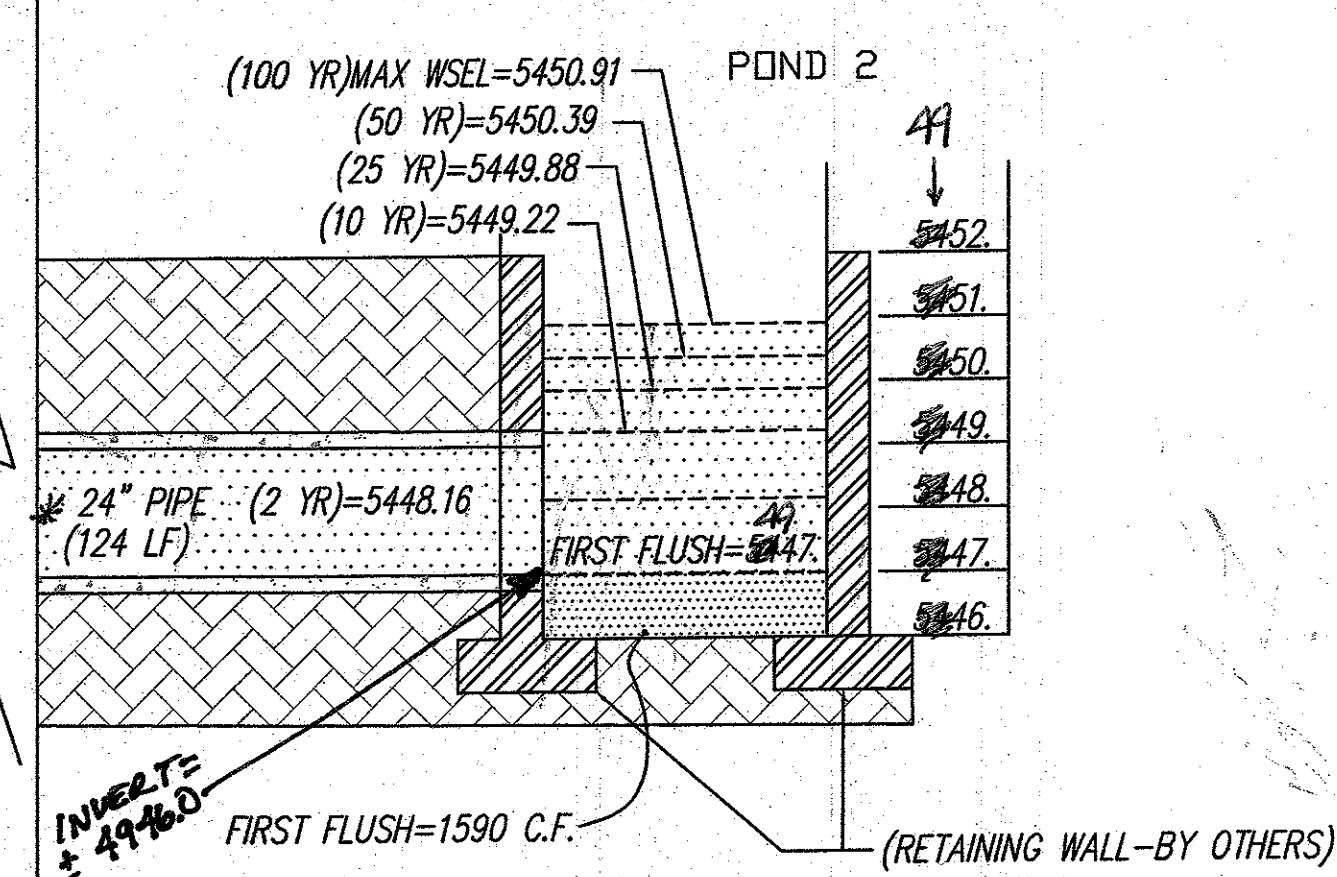
NOTE: 1. MAXIMUM ALLOWABLE DISCHARGE = 1 cfs = 448.83 gpm

2. Valves & Fittings as required by Zoller Duplex System.



* Note: 24" Pipe to be HDPE

POND STORMDRAIN DETAIL
SCALE: 1"=3'

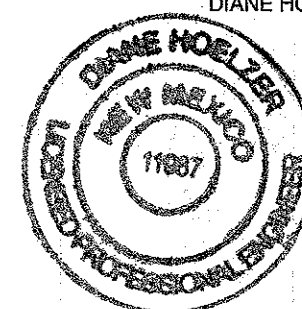


DRAINAGE CERTIFICATION

I, Diane Hoelzer, NMPE 11967, OF THE FIRM MARK GOODWIN & ASSOCIATES, P.A. HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY WILLIAM PLUMMER, JR., NMPS 14271. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON June 26, 2019 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 CERTIFICATE OF OCCUPANCY.

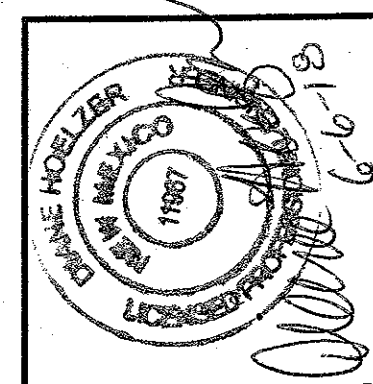
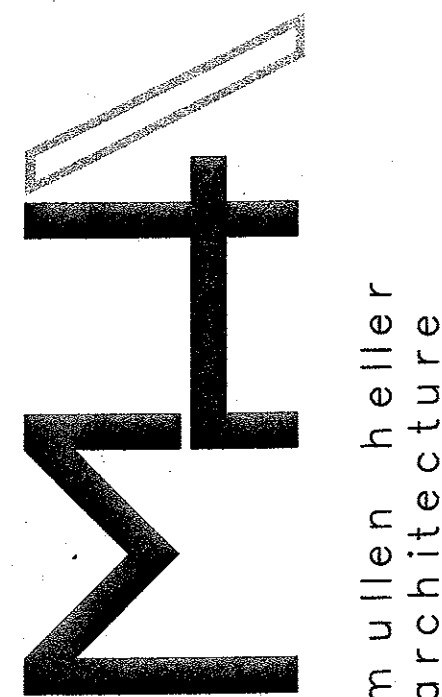
THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

Diane Hoelzer 7-8-19
DIANE HOELZER, PE, NMPE 11967 DATE



dmg MARK GOODWIN & ASSOCIATES, P.A.
CONSULTING ENGINEERS
P.O. BOX 90606
ALBUQUERQUE, NEW MEXICO 87199
OFFICE (505) 828-2200, FAX (505) 797-9539

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			



MULLEN HELLER
ARCHITECTURE
1718 CENTRAL AVE SW
SITE D
ALBUQUERQUE, NM 87109
P | 505.268.4144
F | 505.268.4244
JOB NUMBER 15006

DRAWN BY SEJ
PROJECT MGR MMM
DATE 10-11-2017
PHASE SD

PROJECT Country Club Plaza | Building 3
1716 Central Avenue SW
Albuquerque, NM 87104
TITLE GRADING & DRAINAGE PLAN

SHEET

2 OF 2

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between 1716 Central, LLC ("Owner"), whose address is 1718 Central Ave. SW, Suite A, Albuquerque, NM 87104 and whose telephone number is (505) 453-7164 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: LOTS 1 THRU 5, COUNTRY CLUB PLAZA SUBDIVISION AND TRACT A-1-A LAGUNA SUBDIVISION, ALBUQUERQUE, 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. J13/D010

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:

1718 Central Ave SW, Suite A, Albuquerque, NM 87104

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:

CITY OF ALBUQUERQUE:

By [signature]: Jay Rembe
Name [print]: Jay Rembe
Title: Member
Dated: 3/16/2018

By: Shahab Biazar
Shahab Biazar, P.E., City engineer
Dated: 3/30/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 16th day of March, 2018 by Jay Rembe (name of person signing permit), Member (title of person signing permit) of 1716 Central, LLC (Owner).



Danielle Welch
Notary Public
My Commission Expires: 6/29/2021

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 30th day of March, 2018 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Rachael Miranda
Notary Public
My Commission Expires: 10/6/2021

(EXHIBIT A ATTACHED)

Exhibit "A"

