

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

June 20, 2018

Diane Hoelzer, P.E.
Mark Goodwin & Associates
PO Box 90606
Albuquerque, NM, 87199

**RE: Country Club Plaza Bldg 3
1718 Central SW, Suite D
Revised Grading Plan Stamp Date: 6/6/18
Drainage Report Stamp Date: 12/8/17
Hydrology File: J13D010**

Dear Ms. Hoelzer:

PO Box 1293

Based on the information provided in your submittal received on 6/6/18, the revised grading plan cannot be approved for Building Permit or SO-19 until the following are corrected:

Albuquerque

1. Provide a detail for the proposed stubout into the sidewalk culvert. Include the ROW line and dimensional data; a vermin-exclusion cover is recommended. Ensure that the stubout doesn't interfere with pedestrian or vehicle traffic or the functionality of the sidewalk culvert. Also call-out std dwg 2236 for the sidewalk culvert construction.

NM 87103

The resubmittal fee for this request is: \$0 (Pre-IDO project). If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

www.cabq.gov

Sincerely,

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

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)

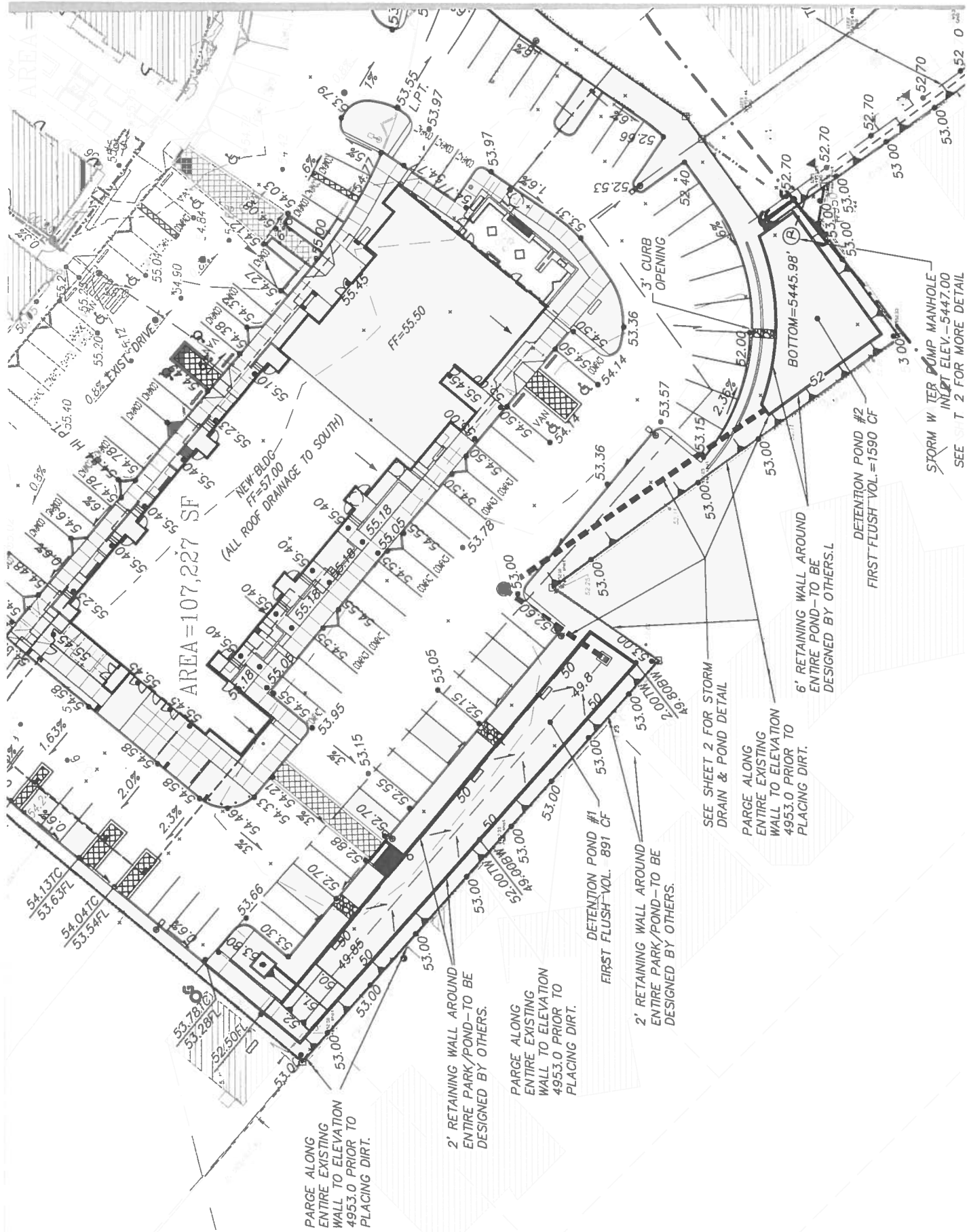
This instrument was acknowledged before me on this 30th day of March, 2018 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



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

(EXHIBIT A ATTACHED)

Exhibit "A"





City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

Project Title: Country Club Plaza - Phase III Building Permit #: _____ City Drainage #: J13/D010

DRB#: 1004677 EPC#: _____ Work Order#: _____

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

City Address: Central and Laguna

Engineering Firm: Mark Goodwin & Associates, PA Contact: Diane Hoelzer

Address: PO BOX 90606, ABQ 87199

Phone#: 828-2200 Fax#: _____ E-mail: diane@goodwinengineers.com

Owner: Country Club Partners, LLC Contact: _____

Address: 1718 Central SW, Suite A, ABQ 87104

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

Architect: Mullen Heller Architecture, PC Contact: Michele Mullen

Address: 1718 Central Ave SW, Suite D, ABQ 87104

Phone#: 268-4144 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) _____

IS THIS A RESUBMITTAL?: ☒ Yes ☐ No

DATE SUBMITTED: June 6, 2018

By: Diane Hoelzer, PE

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) _____

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

June 6, 2018

Dana Peterson, PE
Hydrology Depart.
Planning Department
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

**Re: Country Club Plaza Bldg 3 Grading Plan
Engineers stamp date 6-6-18 (J13/D010)
Revision Request**

Mr. Peterson,

The above referenced grading and drainage plan was approved March 21, 2018. The approved plan called out a 4" force main to pump stormwater runoff from the onsite pond directly into the stormdrain manhole located in Laguna at a maximum rate of 1 cfs.

As a follow up to our recent correspondence with regards to allowing this small amount of runoff instead to be pumped to and through the sidewalk culverts that are already being installed as part of the emergency overflow spillway for the onsite pond.

This would be a much easier solution and would not then have to cut into the existing pavement and manhole and would not require a DRC work order process but instead could use an SO19 procedure.

I have revised the grading and drainage plan to reflect the above revisions.

Please call me if you have any questions.

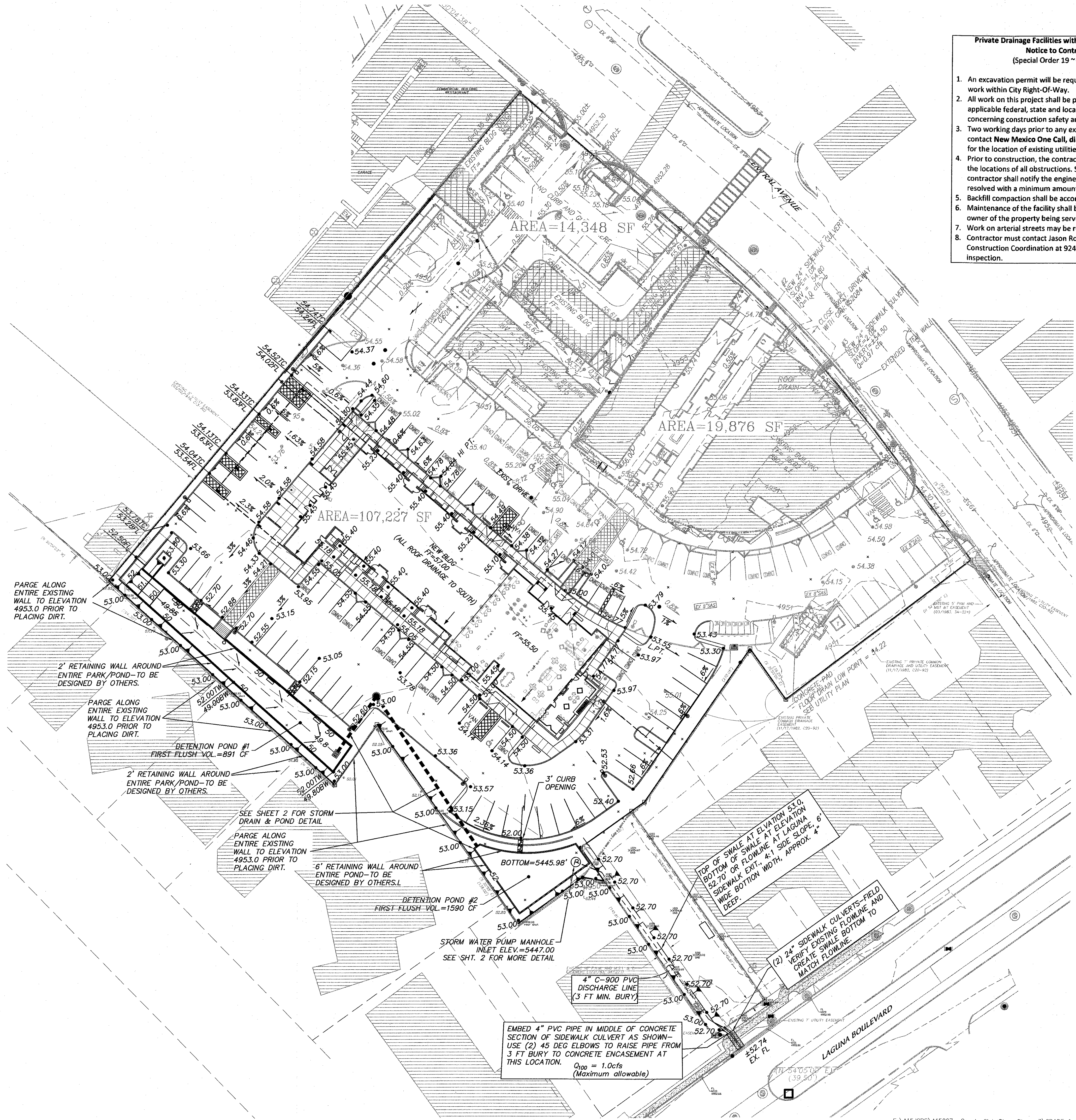
Sincerely,

MARK GOODWIN & ASSOCIATES, P.A.

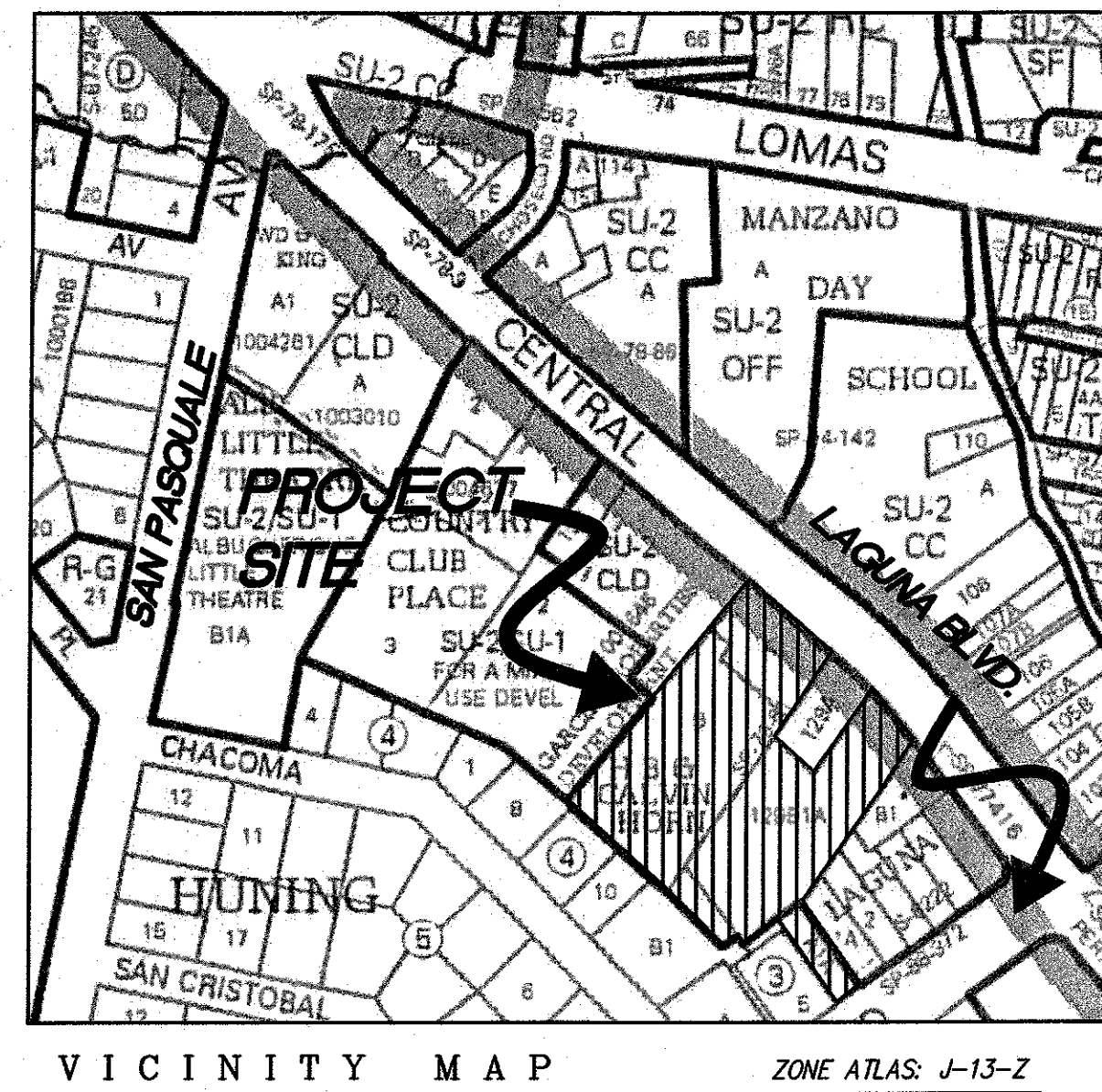
Diane Hoelzer, PE
Senior Engineer

DLH/dlh

f:\projects\15007\Peterson-Hydrology-G&D Revision Letter



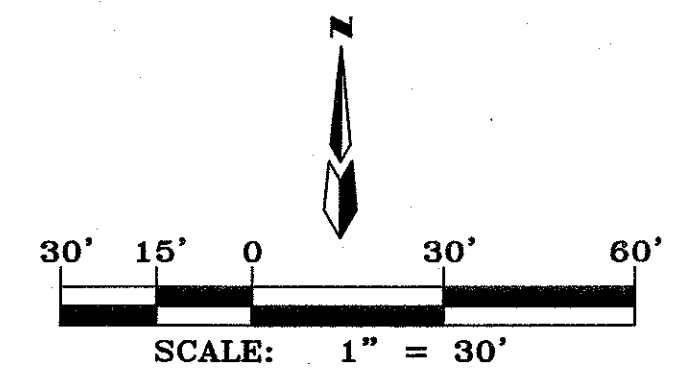
- Private Drainage Facilities within City Right-of-Way
Notice to Contractor
(Special Order 19 ~ "SO-19")
1. An excavation permit will be required before beginning any work within City Right-Of-Way.
 2. All work on this project shall be performed in accordance with applicable federal, state and local laws, rules and regulations concerning construction safety and health.
 3. Two working days prior to any excavation, the contractor must contact New Mexico One Call, dial "811" (or (505) 260-1990) for the location of existing utilities.
 4. Prior to construction, the contractor shall excavate and verify the locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
 5. Backfill compaction shall be according to traffic/street use.
 6. Maintenance of the facility shall be the responsibility of the owner of the property being served.
 7. Work on arterial streets may be required on a 24-hour basis.
 8. Contractor must contact Jason Rodriguez at 235-8016 and Construction Coordination at 924-3416 to schedule an inspection.



BENCHMARK

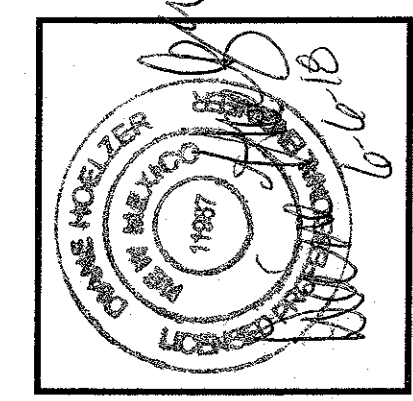
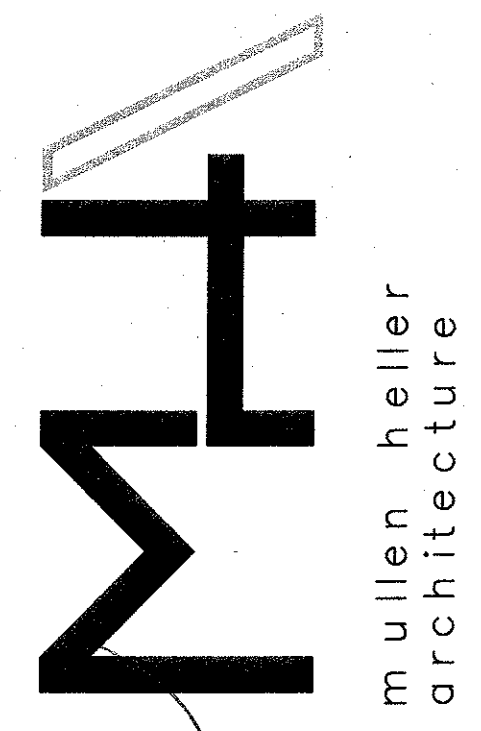
ACS CONTROL STATION "17-J14"
N= 1488866.762
E= 1519148.317
Z= 4957.484
NEW MEXICO STATE PLANE, CENTRAL ZONE
G-G= 0.9996833611
DELTA-ALPHA= -0013'59".00
NAD 1983/NAVD 1988

- LEGEND**
- EXISTING SPOT ELEVATION
 - EXISTING CONTOUR
 - EXISTING WATER WELL
 - EXISTING BOLLARD
 - EXISTING GUY WIRE
 - EXISTING SAS MH
 - EXISTING TELEPHONE PEDESTAL
 - NEW SPOT ELEVATION
 - SWALE
 - NEW CONTOUR ELEVATION
 - EXISTING SEWER MANHOLE
 - EXISTING GAS METER
 - EXISTING WATER VALVE
 - EXISTING CLEANOUT
 - EXISTING UTILITY POLE
 - EXISTING MONITORING WELL
 - EXISTING WATER METER
 - EXISTING CURB
 - NEW WATER METER
 - NEW RETAINING WALL
 - BASIN A
 - BASIN B
 - BASIN BOUNDARY
 - TOP OF CURB
 - BOTTOM OF CURB
 - NEW FLOW LINE, SPOT ELEVATION
 - NEW SWALE
 - EXISTING ELEVATION
 - EXISTING DRIVEWAY CUT



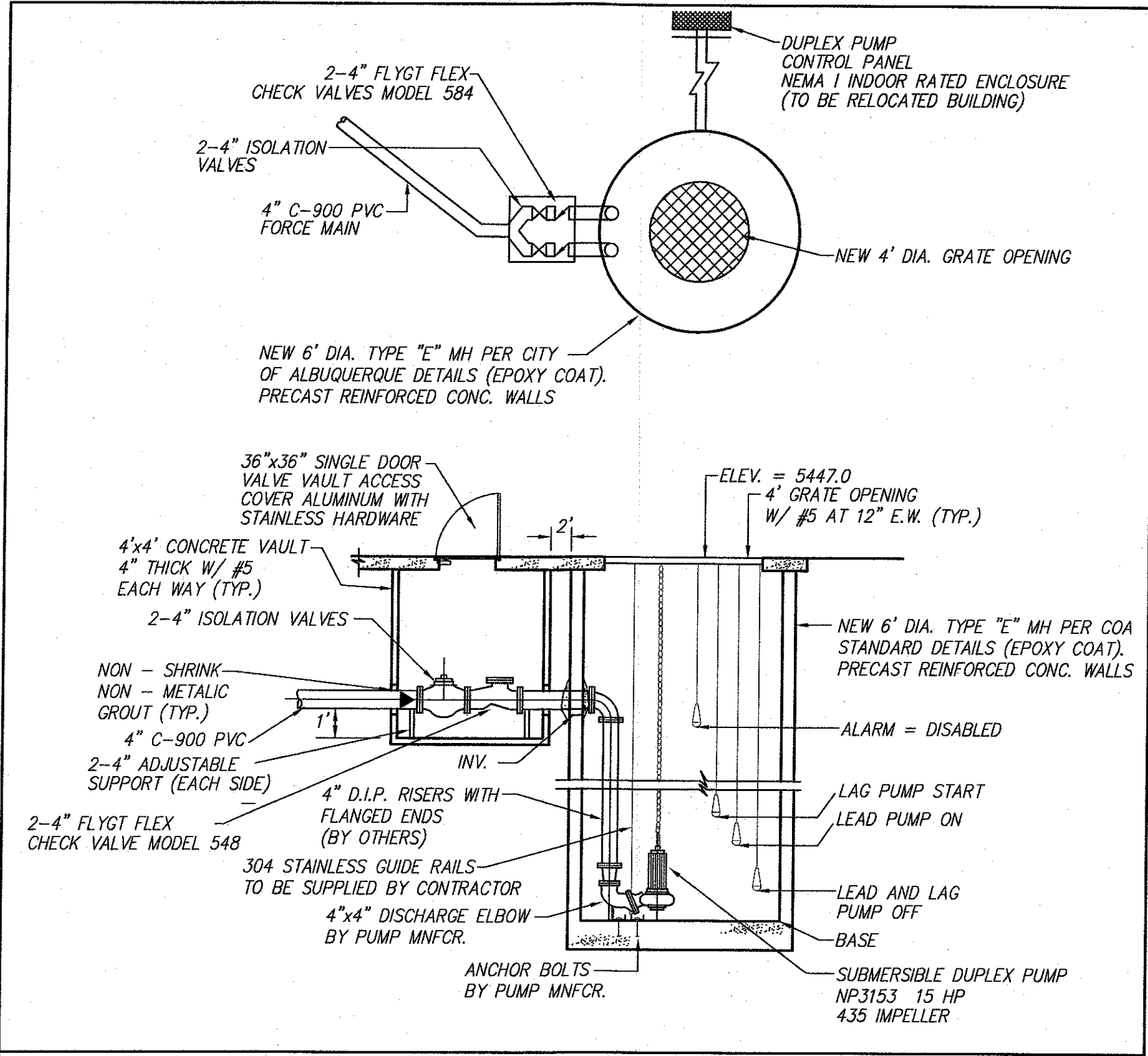
dmg MARK GOODWIN & ASSOCIATES, P.A.
CONSULTING ENGINEERS
P.O. BOX 90606
ALBUQUERQUE, NEW MEXICO 87199
OFFICE (505) 828-2200, FAX (505) 797-9539

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			



MULLEN HELLER
ARCHITECTURE
1718 CENTRAL AVE SW |
STE. D
ALBUQUERQUE, NM |
87109
P | 505.268.4144
F | 505.268.4244
JOB NUMBER: 15007
DRAWN BY SEJ
PROJECT MGR MMM
DATE 10-11-2017
PHASE SD

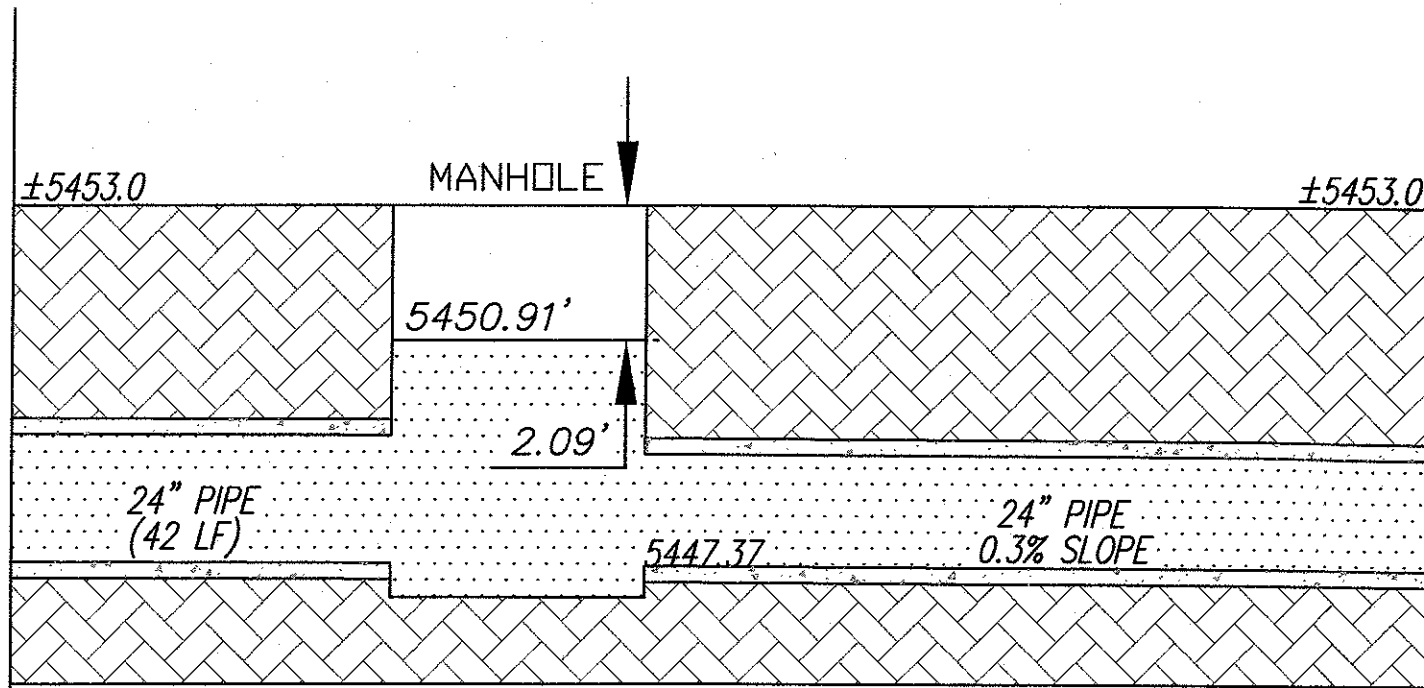
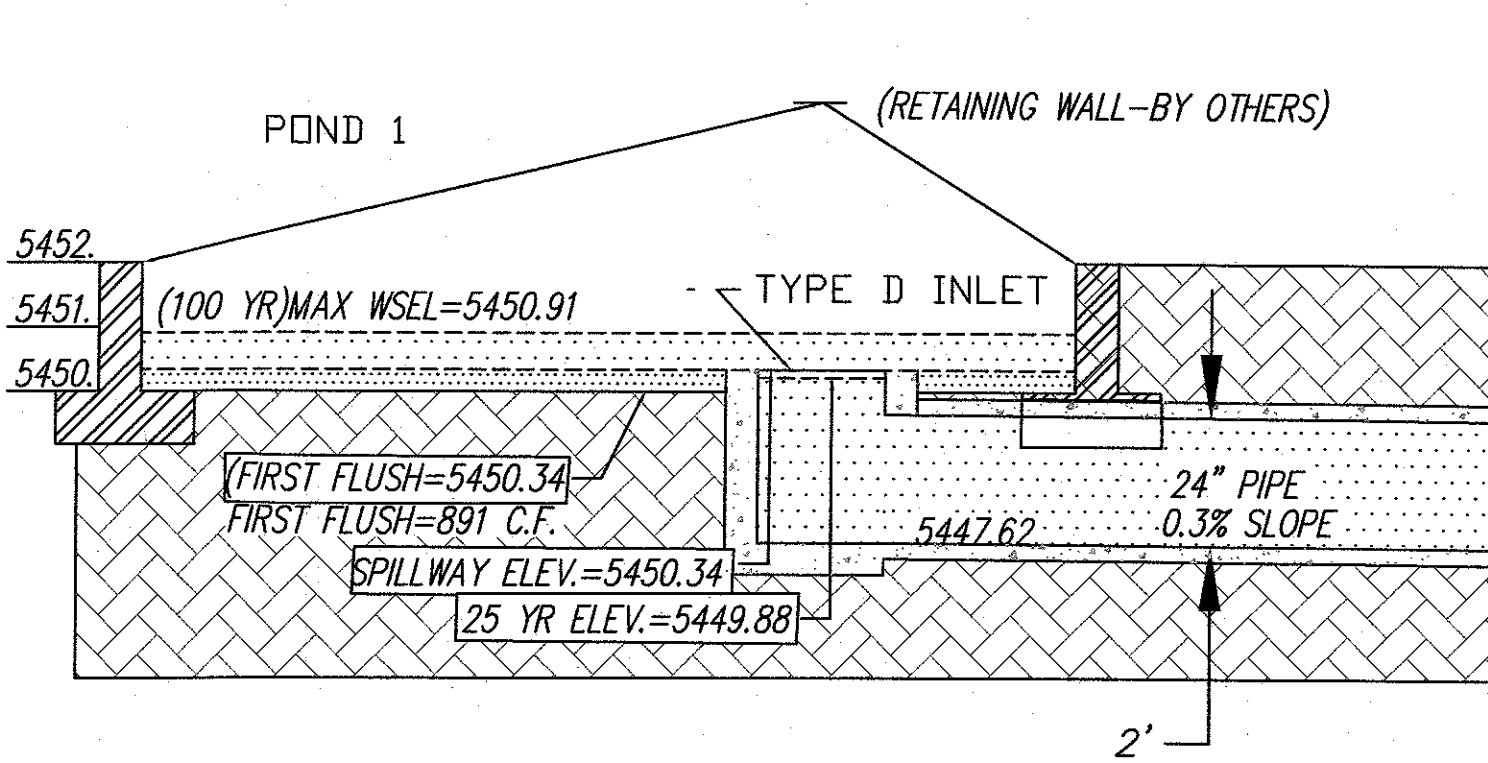
PROJECT Country Club Plaza | Building 3
1716 Central Avenue SW
Albuquerque, NM 87104
TITLE GRADING & DRAINAGE PLAN
SHEET 1 OF 2



PUMP DETAIL

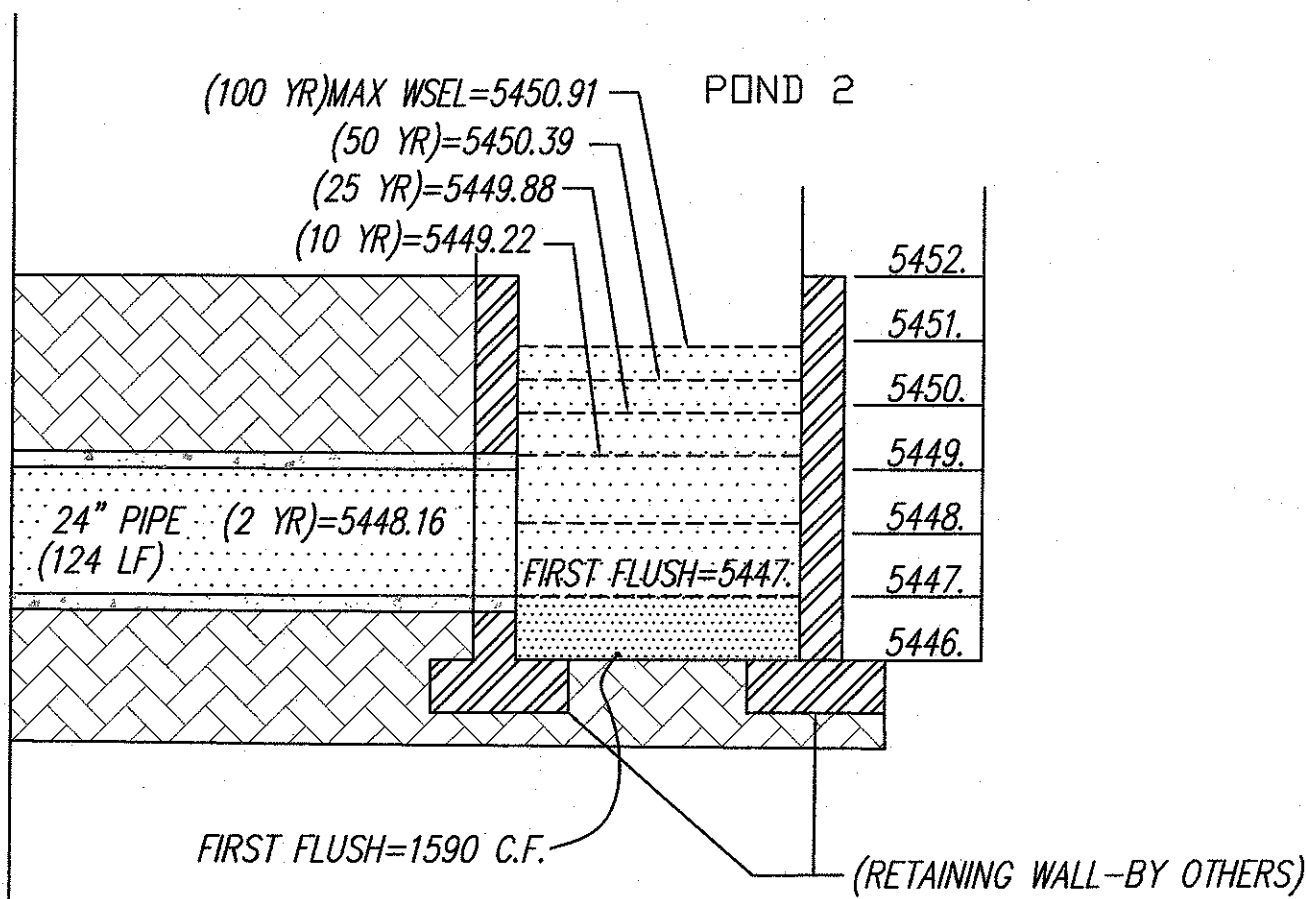
SCALE: NONE

NOTE: MAXIMUM ALLOWABLE DISCHARGE = 1 cfs = 448.83 gpm



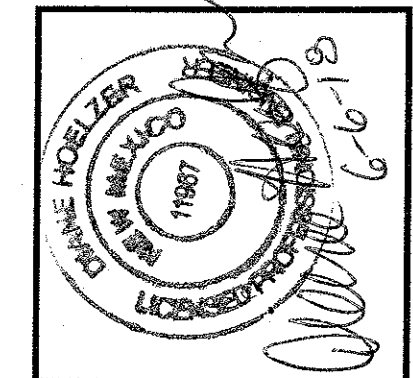
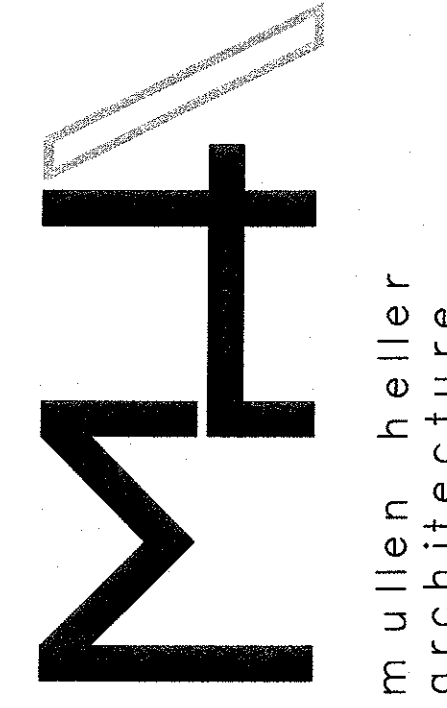
POND STORMDRAIN DETAIL

SCALE: 1"=3'



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	11/11/2017		



MULLEN HELLER
ARCHITECTURE
1718 CENTRAL AVE SW |
STE. D
ALBUQUERQUE, NM |
87109
P | 505.268.4144
F | 505.268.4244
JOB NUMBER 15-06
www.mullenheller.com

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