CITY OF ALBUQUERQUE

Planning Department David Campbell, Director



Mayor Timothy M. Keller

July 31, 2018

Vince Carrica, P.E. Tierra West, LLC 5571 Midway Park Place, NE Albuquerque, NM 87109

RE: FedEx Fuel Station Daytona Rd NW Grading Plan Stamp Date: 7/16/18 Hydrology File: K09D026C

Dear Mr. Carrica,

Based on the submittal received on 7/18/18, the grading plan is approved for Site Plan for Building Permit and Building Permit.

Prior to Certificate of Occupancy (For Information):

- Albuquerque
 1. Engineer's Certification, per the DPM Chapter 22.7: Engineer's Certification Checklist For Non-Subdivision is required.
- NM 87103
 A Bernalillo County Recorded <u>Drainage Covenant (No Public Easement)</u> is required for the stormwater control pond. The original notarized form, exhibit A (legible on 8.5x11 paper), and recording fee (\$25, payable to Bernalillo County) must be turned into DRC (4th, Plaza del Sol) for routing. Please contact Charlotte LaBadie (clabadie@cabq.gov, 924-3996) or Madeline Carruthers (mtafoya@cabq.gov, 924-3997) regarding the routing and recording process for covenants. The routing and recording process for covenants can take a month or longer; Hydrology recommends beginning this process as soon as possible as to not delay approval for certificate of occupancy.

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

Developme	of Albuquerque Planning Department ent & Building Services Division TRANSPORTATION INFORMATI	ION SHEET (REV 6/2018)
Project Title: Fed Ex		
DRB#:		Work Order#:
Legal Description: TR 5A1 PLAT OF TRAC		
City Address:		
Applicant: TIERRA WEST LLC Address: 5571 MIDWAY PARK PLACE NE A	ALBUQUERQUE NM 87109	Contact: VINCE CARRICA
Phone#: 505-858-3100	Fax#: 505-8528-1118	E-mail: VCARRICA@TIERRAWESTLLC.COM
Other Contact:		Contact:
Phone#:		E-mail:
TYPE OF DEVELOPMENT: PLAT (#		
IS THIS A RESUBMITTAL?Yes DEPARTMENTTRANSPORTATION Check all that Apply: TYPE OF SUBMITTAL: ENGINEER/ARCHITECT CERTIFICATION PAD CERTIFICATION ORADING PLAN XGRADING PLAN DRAINAGE REPORT DRAINAGE MASTER PLAN FLOODPLAIN DEVELOPMENT PERMIT AN	X HYDROLOGY/DRAINAGE TYPE OF APPROVA X BUILDING PER CERTIFICATE O PRELIMINARY SITE PLAN FO X SITE PLAN FO FINAL PLAT A	OF OCCUPANCY PLAT APPROVAL R SUB'D APPROVAL R BLDG. PERMIT APPROVAL PPROVAL
ELEVATION CERTIFICATE CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) TRAFFIC IMPACT STUDY (TIS) STREET LIGHT LAYOUT OTHER (SPECIFY) PRE-DESIGN MEETING?	SIA/ RELEASE FOUNDATION GRADING PER SO-19 APPROV PAVING PERM GRADING/ PAI GRADING/ PAI CLOMR/LOMR FLOODPLAIN I OTHER (SPECI	VAL IIT APPROVAL O CERTIFICATION APPROVAL DEVELOPMENT PERMIT FY)
DATE SUBMITTED:	By:	
COA STAFF:	ELECTRONIC SUBMITTAL RECEIVED:	

-



TIERRA WEST, LLC

July 6, 2018

Mr. Dana Peterson, P.E. City of Albuquerque PO Box 1293 Albuquerque, NM 87103

RE: FEDEX FUEL STATION DAYTONA RD NW GRADING PLAN STAMP DATE: 5/29/18 HYDROLOGY FILE: K09D026C

Dear Mr. Peterson:

Please find the following responses addressing your comments listed below: Prior to Site Plan for Building Permit:

1. Include discussion of how the first flush is being retained on-site. Provide supporting calculations, drainage basin exhibits, etc. demonstrating that the area of new impervious (and redeveloped impervious, if any) will be routed to an adequately sized first flush facility.

Response: A paragraph discussing the first flush ponding was added to the grading plan. As noted in the original drainage report for the entire FedEx site, the detention pond was created with a first flush volume for all impervious areas, along with detention of developed flows. The volume of the desilting pond that will be moved to the north of the proposed fueling addition is not included in these permanent first flush and detention volumes.

- The proposed contours do not tie-in to existing along the edges of the project limits and appear to be drawn incorrectly. Increase the density of existing and proposed contour labeling and include minor labels.
 Response: Proposed contours were corrected and additional labels were added.
- 3. The spot elevations do not agree with the contours; it is unclear if they existing or proposed. Please differentiate the labels to specify and confirm they agree with the contour data.

Response: Proposed contours were corrected to match proposed elevations.

4. For fueling stations, demonstrate control of oil from vehicle parking areas per DPM Chapter 22.9.E, Table 1. The storm interceptor noted on sheet GR-2 appears to be intended for this, but it needs show that the parking area (around the fuel islands) is contained and drains to it. Please provide a specification for the storm interceptor and area inlets (notes B and C) as well.

Response: Run off from proposed parking areas at the fuel pumps will be routed to area inlets and through a storm interceptor and to the desilting pond that will be relocated to just north of the fuel island improvements. Ultimately, if this pond were to overflow, runoff would be routed to the detention Pond 5 (with first flush storage). If in the future they want to eliminate the desilting pond, the outfall from the Stormceptor can be routed to an existing storm drain inlet located in a landscaped area SE of the fueling area. The make and model of storm interceptor required and its capacities were added to the plan keyed note (Stormceptor, model # SC 450i). The area inlets were noted to be 2'x2' concrete inlets with traffic rated grates.

- The excavation and repaying for the UST should be included in the limits of work/grading.
 Response: The limits of work/grading were adjusted to include the UST that will be installed with this project.
- 6. For Information. Based on the information provided in this plan, Hydrology does not anticipate that public drainage infrastructure will be required. However an approved Conceptual Grading and Drainage plan is still required regardless of the Site Plan action: Administrative Amendment or DRB-approval. **Response: Noted.**
- 7. If only seeking Site Plan for Building Permit approval at this time, label the grading plan "Conceptual, Not For Construction" or similar and address the SPBP comments. If seeking SPBP and Building Permit simultaneously, forgo the conceptual markings and address all SPBP and Building Permit comments. **Response: We are seeking SPBP.**
- 8. The resubmittal fee for this drainage submittal is: \$150. **Response: Noted.**

Prior to Building Permit:

9. A Drainage Covenant will be required for the stormwater quality pond(s) once identified. If the pond(s) only function as first flush pond(s) than the appropriate covenant is the Private Facility Drainage Covenant. If the pond(s) also provide a flood protection function, such as Pond 5 does, then the appropriate covenant is the Drainage Covenant (No Public Easement). Response: Pond 5 provides a flood protection function along with functioning

Response: Pond 5 provides a flood protection function along with functioning as a first flush pond for the impervious area of the entire site. We have prepared a drainage covenant and are working with FedEx to have it executed. A draft copy is attached for your review.

 The original notarized form, exhibit A (legible on 8.5x11 paper), and recording fee (\$25, payable to Bernalillo County) must be turned into DRC (4th Plaza del Sol) for routing. Please contact Charlotte LaBadie (clabadie@cabq.gov, 924-3996) or Madeline Carruthers (mtafoya@cabq.gov, 924-3997) regarding the routing and recording process for covenants.
 Response: Noted. Prior to Certificate of Occupancy:

- Engineer's Certification, per the DPM Chapter 22.7: Engineer's Certification Checklist For Non-Subdivision is required. The submittal/resubmittal fee for the Engineer's Certification is: \$150.
 Response: Noted.
- 12. The Private Facility Drainage Covenant must be recorded with Bernalillo County and a copy included with the Engineer's Certification. **Response: Noted.**
- Payment of Fee-in-lieu will be required for any ponding areas not constructed and certified.
 Response: N/A

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely, Vincent Carrica,

JN: 2018025 VPC/kw

#2 (NO PUBLIC EASEMENT)

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between <u>FEDEX</u> ("Owner"), whose address is <u>and whose telephone</u> number is (<u>)</u> 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.

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. <u>Description and Construction of Drainage Facilities</u>. 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. <u>K09D026C – EXISTING STORM DRAIN DETENTION POND WITH FIRST FLUSH RETENTION VOLUME</u>

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

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

4. <u>City's Right of Entry</u>. 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. <u>Demand for Construction or Repair</u>. 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. <u>Liability of City for Repair after Notice or as a Result of Emergency</u>. 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. <u>Indemnification</u>. 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 is the primary cause of bodily injury to persons or damage to property.

9. <u>Cancellation of Agreement and Release of Covenant</u>. 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. <u>Assessment</u>. 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. <u>Notice</u>. For purposes of giving formal written notice to the Owner, Owner's address is:

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. <u>Term</u>. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. <u>Binding on Owner's Property</u>. 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. <u>Entire Agreement</u>. 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. <u>Changes to Agreement</u>. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. <u>Construction and Severability</u>. 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. <u>Captions</u>. 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]:	
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Name [print]:

Title: _____

Dated: _____

By: ______Shahab Biazar, P.E., City engineer Dated: _____

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

	This instrument was acknowledged before me on this	day of,
20 <u>18</u> ,	by	(name of person signing permit),
	-	(title of person signing permit) of
		(Owner).

(SEAL)

Notary Public	
My Commission Expires:	

CITY'S ACKNOWLEDGMENT

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STATE OF NEW MEXICO

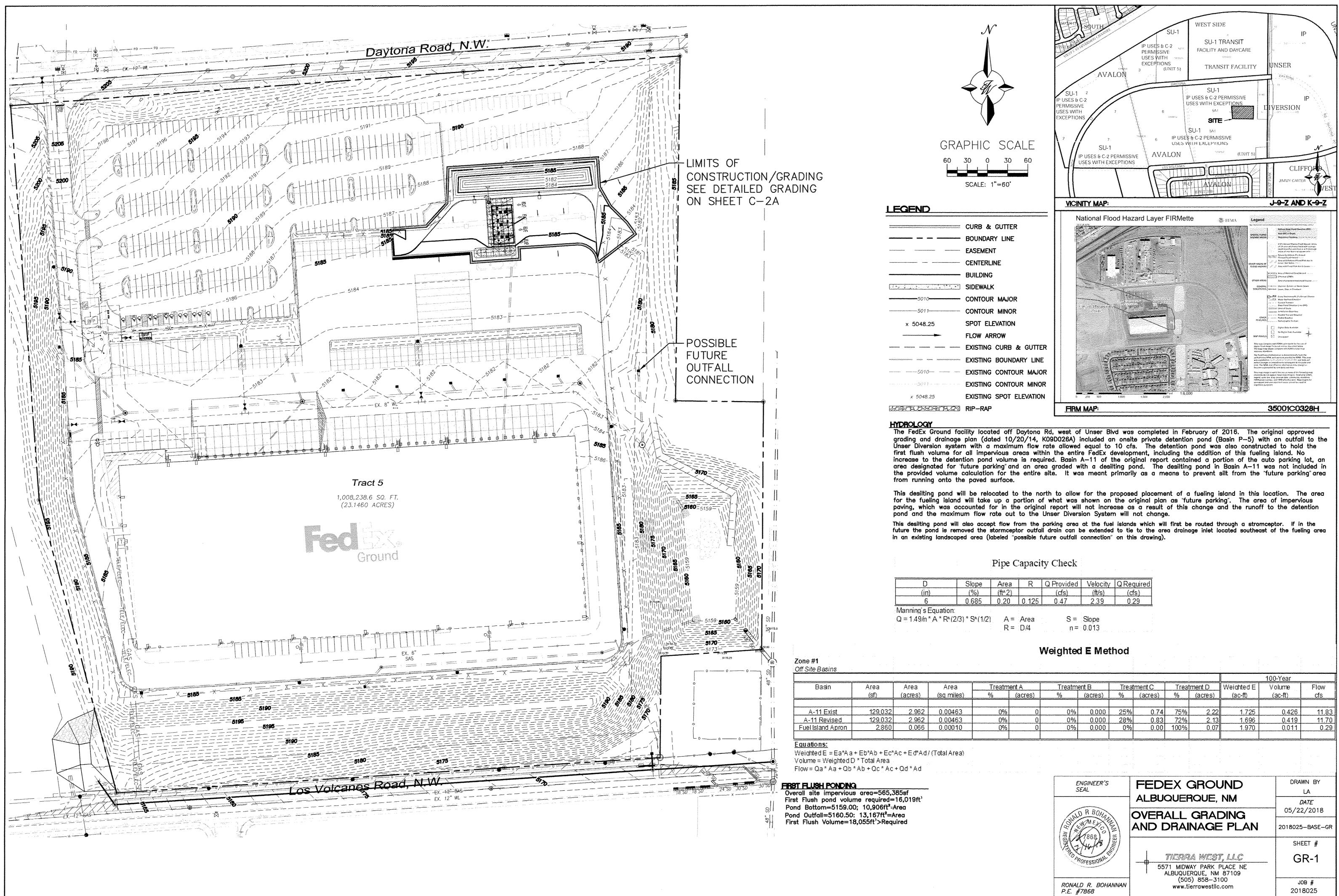
COUNTY OF BERNALILLO

This instrument was acknowledged before me on this ______ day of ______20__, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public My Commission Expires: _____

(EXHIBIT A ATTACHED)



	Slope	Area	R	Q Provided	Velocity	QRequired
	(%)	(ft^2)		(cfs)	(ft/s)	(cfs)
	0.685	0.20	0.125	0.47	2.39	0.29
ation:	······································		-			
R^(2	/3) * S^(1/2)	A =	Area	S =	Slope	
		R =	D/4	1	0.013	

· · · · · ·					•					100-Year	
Area	Treatm	ient A	Treatm	ent B	Treat	ment C	Treat	ment D	Weighted E	Volume	Flow
sq miles)	%	(acres)	%	(acres)	%	(acres)	%	(acres)	(ac-ft)	(ac-ft)	<u>cfs</u>
).00463	0%	0	0%	0.000	25%	0.74	75%	2.22	1.725	0.426	11.83
0.00463	0%	0	0%	0.000	28%	0.83	72%	2.13	1.696	0.419	11.70
0.00010	0%	0	0%	0.000	0%	0.00	100%	0.07	1.970	0.011	0.29

ENGINEER'S SEAL	FEDEX GROUND ALBUQUERQUE, NM	DRAWN BY LA DATE
NILD R BOHAN	OVERALL GRADING AND DRAINAGE PLAN	05/22/2018 2018025-BASE-GR
REGISTER PROFESSIONAL FU	5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109	sheet # GR-1
 RONALD R. BOHANNAN P.E. #7868	(505) 858-3100 www.tierrawestllc.com	JOB # 2018025

