

# CITY OF ALBUQUERQUE

*Planning Department*  
David Campbell, Director



*Mayor Timothy M. Keller*

October 26, 2018

David Soule, P.E.  
Rio Grande Engineering  
PO Box 93924  
Albuquerque, NM 87199

**RE: Sicily Plaza  
6010 Coors Blvd NW (BP#: 2018-08896)  
Request for Certificate of Occupancy - Permanent  
Hydrology Final Inspection – Approved  
Engineer's Stamp Date 12/7/17 (E12D003F)  
Certification Dated: 10/25/18**

Dear Mr. Soule:

PO Box 1293

Based on the submittal received on 10/25/18, this certification is approved in support of Certificate of Occupancy.

Albuquerque

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

NM 87103

Sincerely,

[www.cabq.gov](http://www.cabq.gov)

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

C: Email      Fox, Debi; Tena, Victoria; Sandoval, Darlene; Costilla, Michelle

# CITY OF ALBUQUERQUE

Planning Department  
David Campbell, Director



Mayor Timothy M. Keller

October 16, 2018

David Soule, P.E.  
Rio Grande Engineering  
PO Box 93924  
Albuquerque, NM 87199

RE: **Sicily Plaza**  
**6001 Coors Blvd NW**  
**Request for Certificate of Occupancy - Temporary**  
**Hydrology Final Inspection – Not Approved**  
**Engineer's Stamp Date 12/7/17 (E12D003F)**  
**Certification Dated: 10/10/18**

Dear Mr. Soule:

PO Box 1293

Based on the submittal received on 10/5/18, this certification cannot be approved in support of Certificate of Occupancy until the following are corrected and a complete resubmittal is made:

Albuquerque

Prior to requesting C.O:

NM 87103

www.cabq.gov

1. Temporary C.O's cannot be issued on shell permits: all corrections must be made so a Permanent C.O can be requested. **permanent is now requested**
2. The Drainage Covenant will need to be recorded: provide a copy of the Bernalillo County Recorded Drainage Covenant. **provided**
3. Include as-built elevations for the bottom of the existing and new ponds with the Drainage Certification; the new bottom of the large pond needs to be surveyed. **added**
4. The 628cf first flush pond needs to be constructed per plan including excavation to the proper depth and volume. The as-built condition of the pond needs to match the contours provided on the grading plan and be supported with new survey data.  
**pond is smaller but meets the required volume**

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

Sincerely,

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



# City of Albuquerque

Planning Department  
Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

**Project Title:** sicily plaza **Building Permit #:** \_\_\_\_\_ **Hydrology File #:** E12D003F  
**DRB#:** \_\_\_\_\_ **EPC#:** \_\_\_\_\_ **Work Order#:** \_\_\_\_\_  
**Legal Description:** lot 5A1B1A LANDS OF JOEL TAYOR  
**City Address:** 6001 COORS

**Applicant:** JPS, LLC **Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Other Contact:** RIO GRANDE ENGINEERING **Contact:** DAVID SOULE  
**Address:** PO BOX 93924 ALB NM 87199  
**Phone#:** 505.321.9099 **Fax#:** 505.872.0999 **E-mail:** david@riograndeengineering.com

**TYPE OF DEVELOPMENT:** ☐ PLAT ☐ RESIDENCE ☐ DRB SITE ☒ ADMIN SITE

Check all that Apply:

**DEPARTMENT:**  
☒ HYDROLOGY/ DRAINAGE  
☐ TRAFFIC/ TRANSPORTATION

**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?

IS THIS A RESUBMITTAL?: ☒ Yes ☐ No

**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  
☐ FLOODPLAIN DEVELOPMENT PERMIT  
☐ OTHER (SPECIFY) \_\_\_\_\_

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

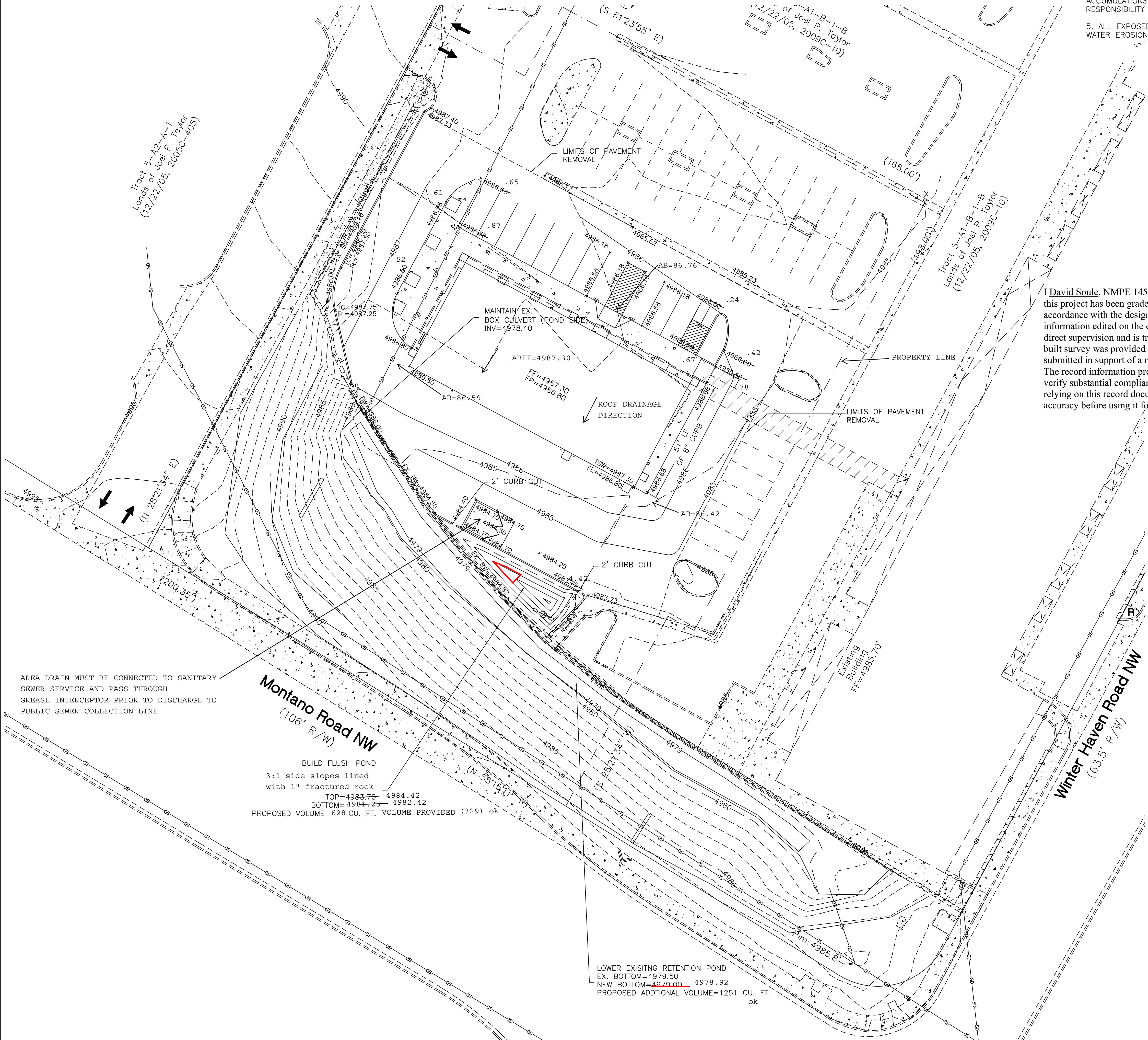
COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_

FEE PAID: \_\_\_\_\_

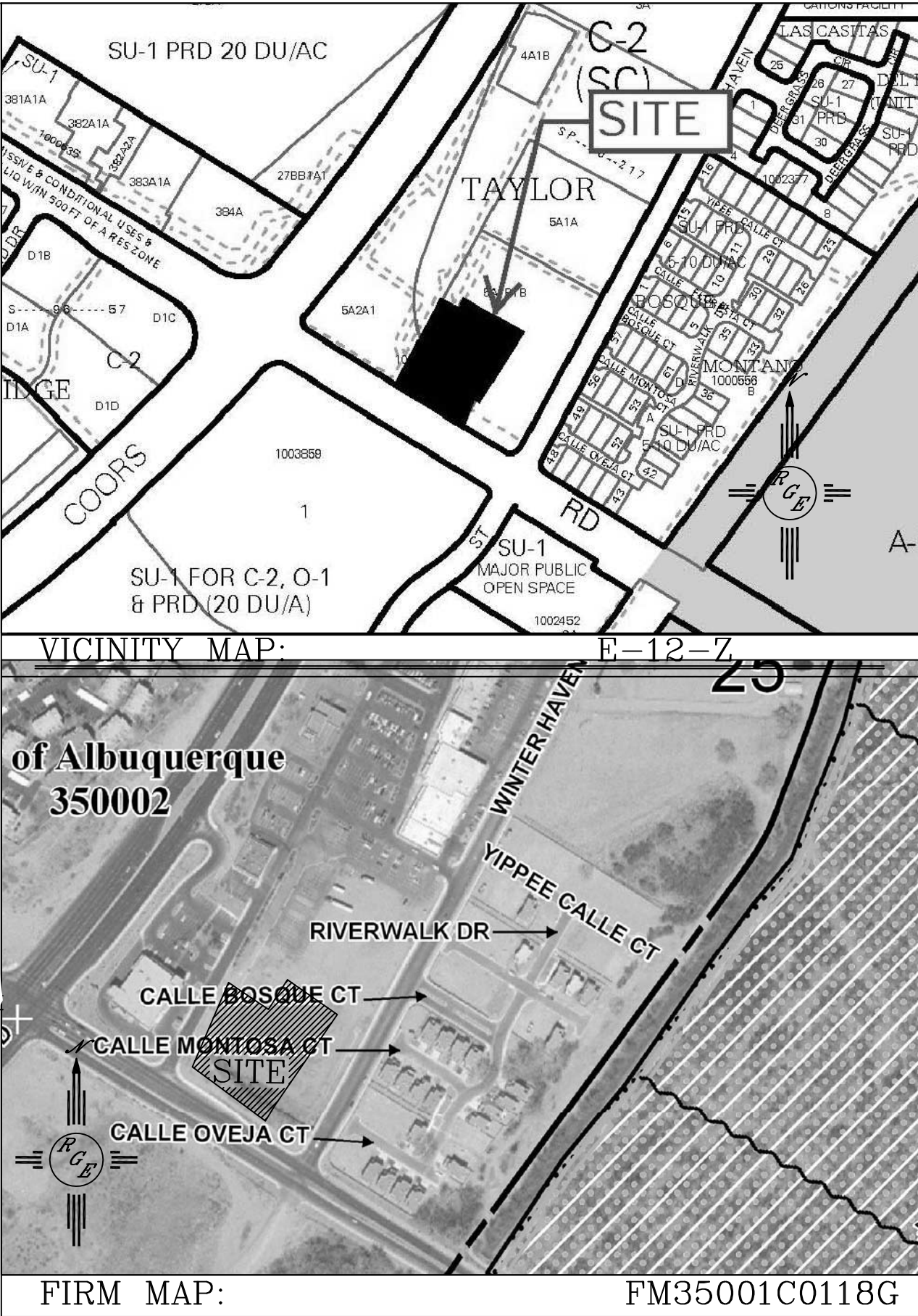


CAUTION:  
EXISTING UTILITIES ARE NOT SHOWN.  
IT SHALL BE THE SOLE RESPONSIBILITY  
OF THE CONTRACTOR TO CONDUCT ALL  
NECESSARY FIELD INVESTIGATIONS PRIOR  
TO ANY EXCAVATION TO DETERMINE THE  
ACTUAL LOCATION OF UTILITIES & OTHER  
IMPROVEMENTS.

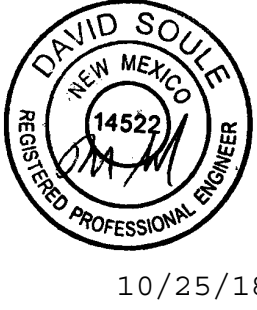


EROSION CONTROL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
4. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.



I David Soule, NMPE 14522, of the firm Rio Grande Engineering, hereby certify that this project has been graded and will drain in substantial compliance with and in accordance with the design intend of the approved plan dated 12/7/17. The record information edited on the original design document has performed by me or under my direct supervision and is true and correct to the best of my knowledge and belief. The as-built survey was provided by THOMAS PATRICK NMPS 12651. The certification is submitted in support of a request for PERMANENT CERTIFICATE OF OCCUPANCY. The record information presented heron 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


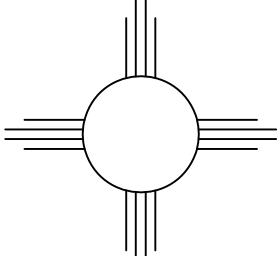


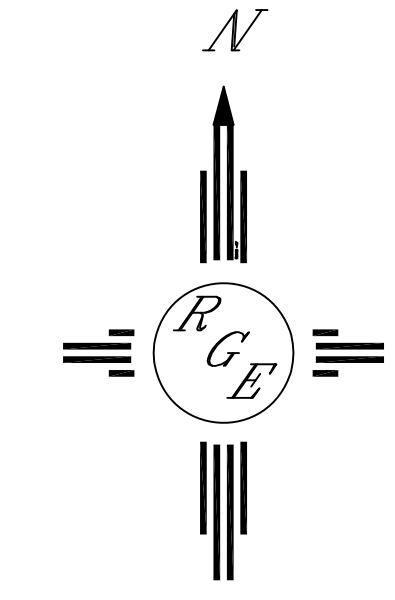
NOTES:

1. ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER TO 6" HEADER UNLESS OTHERWISE NOTED.
3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
4. ALL NEW PAVING SHALL BE 6" PCC OVER 8" SUBGRADE PREPARATION IN CONFORMANCE TO ACI 330R-08. UNLESS OTHERWISE NOTED.
5. ANY CURBS OR PAVEMENT NEGATIVELY IMPACTED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.
6. ALL SITE WORK SHALL CONFORM TO CITY OF ALBUQUERQUE STANDARDS FOR PUBLIC WORKS CONSTRUCTION EDITION 9
7. TECH DESIGN SURVEY PROVIDED BY SURV-TEK USING NAVD 1988 DATUM.

LEGEND

- 5414--- EXISTING CONTOUR
- 5415--- EXISTING INDEX CONTOUR
- 5414--- PROPOSED CONTOUR
- 5415--- PROPOSED INDEX CONTOUR
- SLOPE TIE---
- 4048.25 EXISTING SPOT ELEVATION
- x 4048.25 PROPOSED SPOT ELEVATION
- BOUNDARY---
- CENTERLINE---
- RIGHT-OF-WAY---
- PROPOSED CURB---
- EXISTING CURB AND GUTTER---
- PROPOSED SIDEWALK---
- EXISTING SIDEWALK---

ENGINEER'S SEAL  12/7/17 11/28/17 DAVID SOULE P.E. #14522	COMMERCIAL SHELL BUILDING AT SICILY PLAZA 6001 COORS BLVD NW	DRAWN BY WCWJ DATE 11-28-17 21823-LAYOUT-11-15-17
	GRADING AND DRAINAGE PLAN  1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	SHEET # JOB # 21823



GRAPHIC SCALE

SCALE: 1"=20'





E12-007

#1

**PRIVATE FACILITY**  
**DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Sicily Pata LLC ("Owner"), whose address is 6301 4th St. NW, Ste 1, Albuquerque NM 87107, and whose telephone number is (505) 345-0253 and the City of Albuquerque, New Mexico, a municipal corporation 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. The Owner is the current owner of the following described real property located at Tract 5A1-B-1-A LANDS OF JOEL P TAYLOR recorded on JANUARY 8, 2009, IN PLAT BOOK 2009C, PAGE10, as Document No. 2009002286 in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities 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 Facility. The Owner shall construct the following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:  
WATER QUALITY POND AS SHOWN ON APPROVED DRAINAGE PLAN IN FILE  
E12D003F

The Drainage Facility is more particularly described in Exhibit A attached hereto and made a part hereof.

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

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, 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 respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. 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.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. 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.

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

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

By [signature]: [Signature]

Name [print]: Christopher M. Pacheco

Engineer

Title: managing member, Sicily Plaza LLC

Dated: 10/15/18

CITY OF ALBUQUERQUE:

By: [Signature] AV

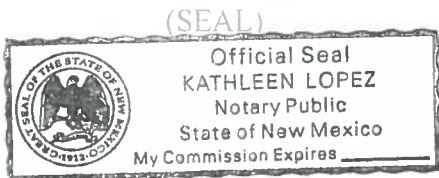
Shahab Biazar, P.E., City

Dated: 10/23/18

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 15 day of October,  
2018, by Christopher M. Pacheco (name of person signing permit),  
Managing Member (title of person signing permit) of  
Sicily Plaza LLC (Owner).



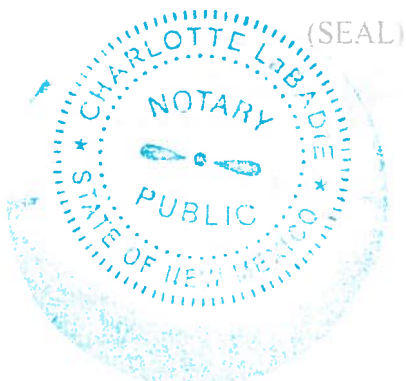
Kathleen Lopez  
Notary Public  
My Commission Expires: Sept. 22, 2021

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 23rd day of  
October, 2018 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)**

