

# CITY OF ALBUQUERQUE

Planning Department  
David Campbell, Director



Mayor Timothy M. Keller

June 21, 2018

Verlyn Miller  
Miller Engineering Consultants, Inc.  
3500 Comanche NE  
Albuquerque, NM 87107

RE: **T Mobile Store**  
**6015 4<sup>th</sup> St NW**  
**Permanent C.O. for Shell Completion - Accepted**  
**Engineer's Stamp Date: 7/20/17**  
**Certification Dated: 6/1/18**  
**Hydrology File: F14D075**

Dear Mr. Miller,

PO Box 1293

Based on the certification provided on 6/1/18, this submittal is approved for Permanent Release of Occupancy by Hydrology for Shell Completion. However, before a permanent CO can be accepted for the tenant improvement the following must be addressed:

Albuquerque

Prior to Permanent Certificate of Occupancy (Tenant Improvement):

1. The Public Work Order must be complete and closed out.

NM 87103

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

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

Sincerely,

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

C: Email

Serna, Yvette M.; Fox, Debi; Tena, Victoria C.; Sandoval, Darlene M.

# CITY OF ALBUQUERQUE

Planning Department  
David Campbell, Director



Mayor Timothy M. Keller

June 8, 2018

Verlyn Miller  
Miller Engineering Consultants, Inc.  
3500 Comanche NE  
Albuquerque, NM 87107

RE: **T Mobile Store**  
**6015 4<sup>th</sup> St NW**  
**30 Day Temporary C.O. - Accepted**  
**Engineer's Stamp Date: 7/20/17**  
**Certification Dated: 6/1/18**  
**Hydrology File: F14D075**

Dear Mr. Miller,

PO Box 1293

Based on the certification provided on 6/1/18, this submittal is approved for a 30-day Temporary Release of Occupancy by Hydrology. However, before a permanent CO can be accepted the following must be addressed:

Albuquerque

Prior to Permanent Certificate of Occupancy:

1. The Public Work Order must be complete and closed out.

NM 87103

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

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

Sincerely,

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

C: Email

Serna, Yvette M.; Fox, Debi; Tena, Victoria C.; Sandoval, Darlene M.



# City of Albuquerque

Planning Department

Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

Project Title: T MOBILE STORE / 4TH STREET Building Permit #: \_\_\_\_\_ City Drainage #: \_\_\_\_\_

DRB#: \_\_\_\_\_ EPC#: \_\_\_\_\_ Work Order#: \_\_\_\_\_

Legal Description: LOTS NUMBERED THIRTY-EIGHT (38), THIRTY-NINE (39), FORTY (40) AND FORTY-ONE (41)

IN BLOCK NUMBERED ONE (1) OF GAVILAN ADDITION, AS THE SAME IS SHOWN AND DESIGNATED  
IN THE PLAT THEREOF FILED IN OFFICE COUNTY CLERK OF BERNALILLO CITY, NM, PLAT BOOK C PAGE 46, 10-30-1945

Engineering Firm: MILLER ENGINEERING CONSULTANTS, INC Contact: JEFFREY LUCERO

Address: 3500 COMANCHE NE, BLDG. F, ALBUQUERQUE NM 87107

Phone#: 505-888-7500 Fax#: 505.888.3800 E-mail: JLUCERO@MECINN.COM

Owner: MARTINEZ PROPERTY HOLDINGS INC Contact: DERRICK MARTINEZ

Address: 9905 CAMERON ST NW ALB, NM 87114

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ E-mail: \_\_\_\_\_

Architect: CG ARCHITECT L.L.C. Contact: CLINT WILSEY

Address: 2041 S. PLAZA ST. NW, ALBUQUERQUE, NM 87104

Phone#: 505-280-0043 Fax#: \_\_\_\_\_ E-mail: CLINT.WILSEY@GMAIL.COM

Other Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ E-mail: \_\_\_\_\_

Check all that Apply:

DEPARTMENT:  
☒ HYDROLOGY/ DRAINAGE  
☐ TRAFFIC/ TRANSPORTATION  
☐ MS4/ EROSION & SEDIMENT CONTROL

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

☒ BUILDING PERMIT APPROVAL  
☒ CERTIFICATE OF OCCUPANCY

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)

☐ 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

☐ OTHER (SPECIFY) \_\_\_\_\_

☐ PRE-DESIGN MEETING  
☐ OTHER (SPECIFY) \_\_\_\_\_

IS THIS A RESUBMITTAL?: ☒ Yes ☐ No

DATE SUBMITTED: 6/1/18 By: [Signature]

COA STAFF: \_\_\_\_\_ ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_



LEGEND:

- 38.00

FG

PROPOSED SPOT ELEVATIONS (FINISHED GRADE)
- MAJOR

(32.16)

TCOIN

TOP OF CONCRETE
- FL

FLOW LINE, CURB

MATCH EXISTING ELEVATIONS
- INV

INVERT

TOP OF BASE COURSE
- FG

FINISH GRADE

TOP OF CURB
- TBC

TOP OF BASE COURSE

TOP OF GRADE
- TC

TOP OF CURB

FLOW ARROW
- TC

TOP OF GRADE

GRADE BREAK-HIGH POINT
- SWALE

SWALE

STORM DRAIN LINE
- 5895

PROPOSED MAJOR CONTOUR

PROPOSED MINOR CONTOUR
- 5895

EXISTING MAJOR CONTOUR

EXISTING MINOR CONTOUR

SEE PUBLIC WORK ORDER PLANS  
FOR WORK IN CITY RIGHT OF WAY.

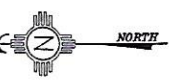
KEYED NOTES:

- 1 NEW CONCRETE SIDEWALK OR CONCRETE FLATWORK AS PER C.O.A. STANDARD DWG 2430. CONTRACTOR SHALL SUBMIT A JOINT PATTERN TO THE PROJECT ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- 2 NEW TYPE A HANDICAP RAMP, SEE DETAIL SHEET C-501.
- 3 NEW WATER HARVEST AREA. TOP=76.65 (INV IN), INV=74.00 (INV OUT). REQ'D. VOL.=0.008 AF. PROVIDED VOL. @ 76.57 (SPILLWAY ELEV.)=0.009 AF. MAX WSEL=76.57. SIDE SLOPE 2:1 WITH FILTER FABRIC AND 6" OF 2-3" COBBLE STONES. SEE DETAIL ON SHEET C-501.
- 4 NEW 24" WIDE SIDEWALK CULVERT AND EMERGENCY SPILLWAY WITH STEEL PLATE TOP. (FIELD VERIFY ELEVATIONS PRIOR TO CONSTRUCTION) INV. SLOPE AT 2% MIN. AS PER C.O.A. STANDARD DETAIL 2236.
- 5 NEW TYPE B HANDICAP RAMP, AS PER C.O.A. STANDARD DETAIL.
- 6 NEW 36" CONCRETE VALLEY GUTTER SEE DETAIL SHEET C-501.
- 7 NEW CURB AND GUTTER. SEE DETAIL SHEET C-501.
- 8 NEW BUILDING. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 9 SAWCUT EXISTING CONCRETE CURB AND GUTTER TO NEAREST CONSTRUCTION JOINT AND MATCH WITH NEW CONCRETE CURB AND GUTTER.
- 10 EXISTING BUILDING AND ASPHALT TO BE DEMOLISHED. SEE ARCHITECTURAL PLANS.
- 11 LANDSCAPE AREA. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 12 NEW 24" WIDE CURB CUT.
- 13 NEW HEAVY DUTY CONCRETE PAVEMENT SECTION. SEE DETAIL SHEET C-501 FOR PAVING SECTIONS AND IN THE GEOTECHNICAL REPORT.
- 14 NEW HOT MIX ASPHALT (HMA) PAVING. ALL PARKING SPACES WILL CONSIST OF LIGHT DUTY HOT MIX ASPHALT PAVING. ALL OTHER AREAS SHALL CONSIST OF HEAVY DUTY HOT MIX ASPHALT PAVING. SEE DETAIL SHEET C-501 FOR PAVING SECTIONS.
- 15 NEW CONCRETE VALLEY GUTTER AS PER COA STANDARD DETAIL 2420.
- 16 MATCH NEW TOP OF CONCRETE VALLEY GUTTER OR CONCRETE BARRIER CURB WITH EXISTING ASPHALT PAVEMENT AT THE UP OF EXISTING CURB. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS AND LOCATION PRIOR TO CONSTRUCTION.
- 17 MATCH EXISTING TOP BACK OF CURB WITH TOP OF CONCRETE ELEVATION. AND SLOPE AT 2% UP MAXIMUM.
- 18 NEW CONCRETE HEADER CURB. SEE DETAIL SHEET C-501.
- 19 EXISTING POWER POLE TO REMAIN.
- 20 NEW TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 21 NEW ASPHALT OVERLAY. SEE DETAIL SHEET C-501.
- 22 RAISE EXISTING UTILITY VAULT TO GRADE.
- 23 EXISTING ANCHOR TO REMAIN.
- 24 MATCH NEW ASPHALT WITH TOP OF NEW ASPHALT IN ALLEY. CONTRACTOR TO FIELD VERIFY ELEVATION PRIOR TO CONSTRUCTION.
- 25 NEW STANDARD CURB AND GUTTER. AS PER COA STD. DWG. 2415A.
- 26 SEE PUBLIC WORK ORDER PLANS FOR WORK IN THE CITY RIGHT OF WAY.
- 27 NEW 24" WIDE SIDEWALK CULVERT WITH STEEL PLATE TOP. (FIELD VERIFY ELEVATIONS PRIOR TO CONSTRUCTION) INV. SLOPE AT 2% MIN. AS PER C.O.A. STANDARD DETAIL 2236.

DRAINAGE CERTIFICATION  
I, VERONICA MILLER, MAJOR OF THE FIRM MILLER ENGINEERING CONSULTANTS, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADUED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN INTENT OF THE APPROVED PLANS AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR A FINAL CERTIFICATE OF OCCUPANCY FROM THE CITY OF ALBUQUERQUE.

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.

VERONICA MILLER  
6/1/18  
ONE



DATE: 5/31/17

SHEET TITLE: GRADING AND DRAINAGE PLAN

TMOBILE STORE  
6015 4th St. NW  
Albuquerque, NM

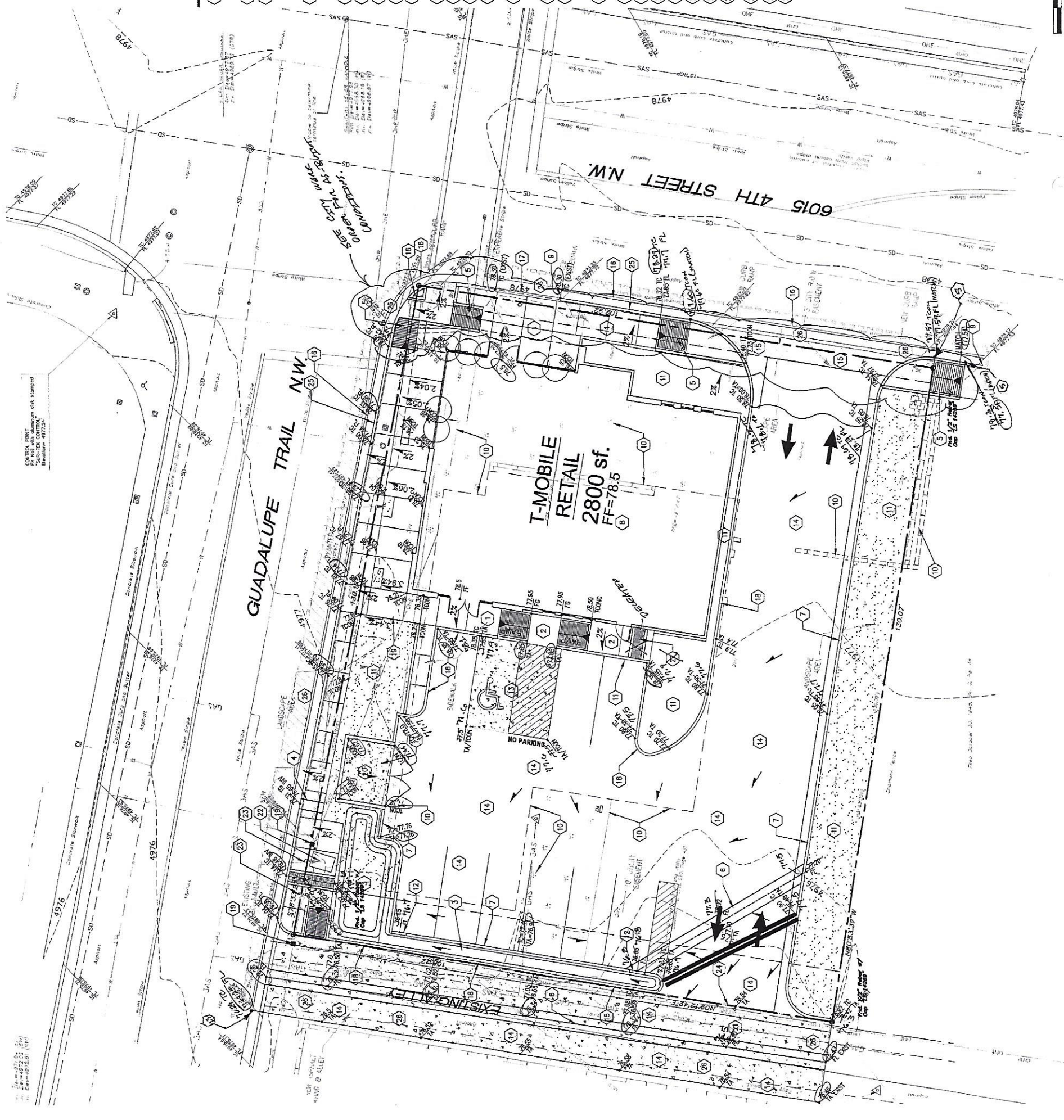
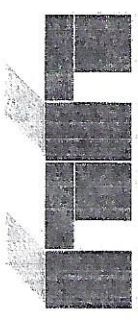
ISSUE: PERMIT SET

DRAWN BY: CJW

Architect:  
Clint Wilsey / 66Architect, LLC  
clint.wilsey@gmail.com  
505 280-0043

ARCHITECT:

CONSULTANT:  
MILLER ENGINEERING CONSULTANTS  
Engineers • Planners  
3000 COWHOLE, NE  
ALBUQUERQUE, NM 87107  
(505) 280-3000 (FAX)  
WWW.MECHANICAL.COM





**PRIVATE FACILITY  
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Whistle Development LLC ("Owner"), whose address is 9905 Cameron St. NW, Albuquerque, New Mexico, and whose telephone number is (575) 770-1925, 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. The Owner is the current owner of the following described real property located at [give legal description, and street address] Lot 38-41 Block 1 Gavilan Additions, City of Albuquerque, Bernalillo County, NM. As the same is shown and designated in the plat thereof, filed in the office of the County Clerk of Bernalillo County, NM on October 20, 1945 in Plat book C, Page 46. Street address: 6015 4<sup>th</sup> Street NW, Albuquerque NM. in Bernalillo County, 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: Located along the western side of said property, west of the proposed parking lot. As shown on the Grading and Drainage plan for T-Mobile. Hydrology file no. F14D075. 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: Whistle Development LLC

CITY OF ALBUQUERQUE:

By [signature]: Derrick Martinez

By: [Signature]

Name [print]: Derrick Martinez

Shahab Biazar, P.E., City

Engineer

Title: Manager

Dated: 9/27/17

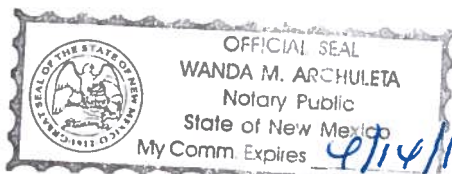
Dated: September 11<sup>th</sup>, 2017

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 11 day of SEPTEMBER, 2017, by DERRICK MARTINEZ (name of person signing permit), MANAGER (title of person signing permit) of WHISTLE DEVELOPMENT LLC (Owner).

(SEAL)



Wanda M. Archuleta

Notary Public

My Commission Expires: 4/14/18

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

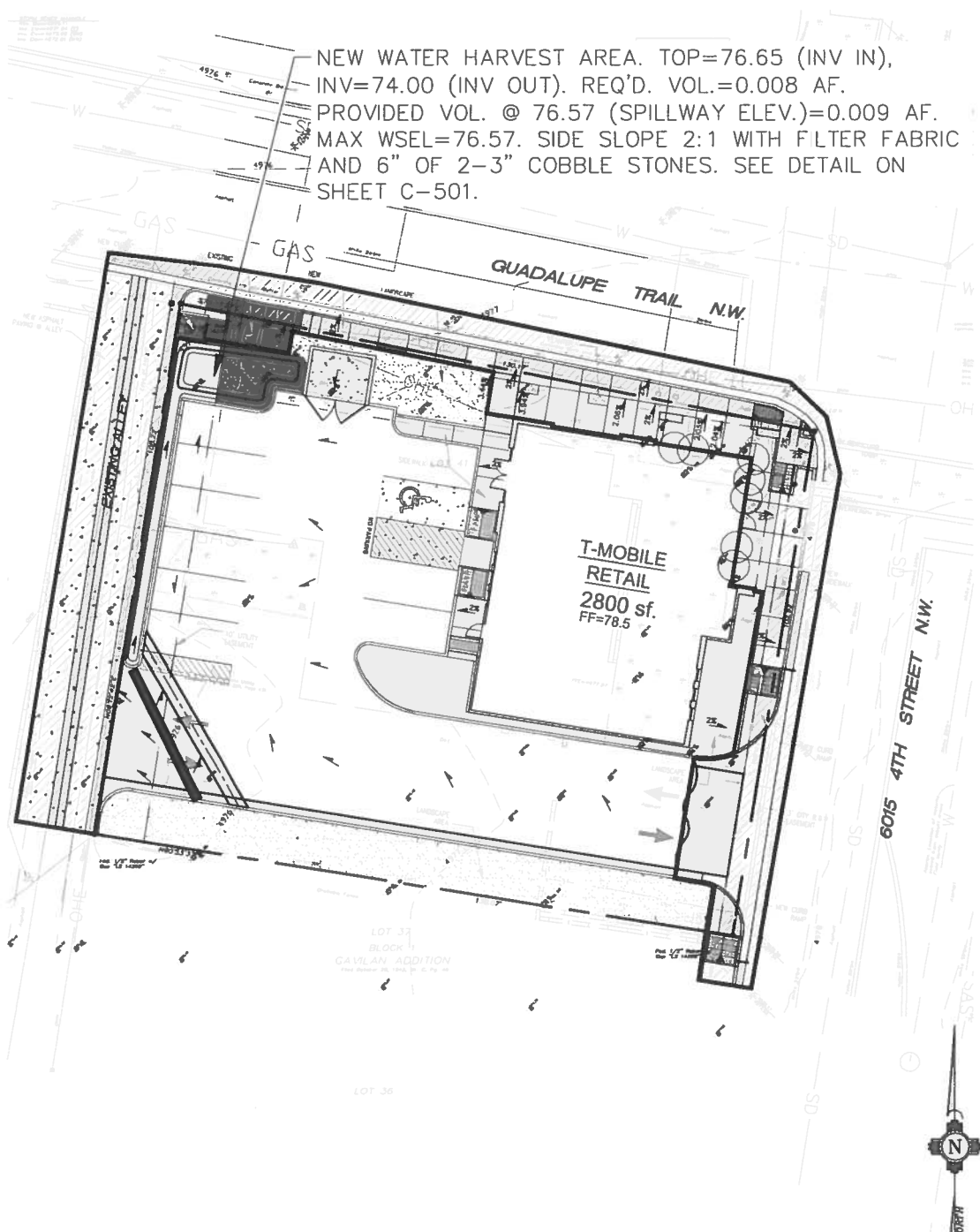
This instrument was acknowledged before me on this 27<sup>th</sup> day of September, 2017, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Charlotte LaBadie

Notary Public

My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)



NEW WATER HARVEST AREA. TOP=76.65 (INV IN),  
INV=74.00 (INV OUT). REQ'D. VOL.=0.008 AF.  
PROVIDED VOL. @ 76.57 (SPILLWAY ELEV.)=0.009 AF.  
MAX WSEL=76.57. SIDE SLOPE 2:1 WITH FILTER FABRIC  
AND 6" OF 2-3" COBBLE STONES. SEE DETAIL ON  
SHEET C-501.

T-MOBILE  
RETAIL  
2800 sf.  
FF=78.5

NOT TO SCALE