

# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 2, 1996

Ronald R. Bohannan, P.E. Tierra West Dev. Mgmt. Ser. 4600 Montgomery NE Suite #3 Albuquerque, N.M. 87109

RE: ENGINEER'S CERTIFICATION FOR RIVERSIDE ANIMAL HOSP (D13/D1E)

RECEIVED JANUARY 31, 1996 FOR CERTIFICATE OF OCCUPANCY

ENGINEER'S STAMP DATED 1/30/96

Dear Mr. Bohannan:

Based on the information included in the submittal referenced above, City Hydrology accepts the Engineer's Certification of grading & drainage. Contact Vicki Chavez at Code Administration to obtain the Certificate of Occupancy for 6633 Caminito Coors NW.

If you have any questions about this project, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.

Civil Engineer/Hydrology

c: Andrew Garcia

Bill Weis, dekker/perich & assoc, 6501 American Parkway NE Suite 675, 87110



# City of Albuquerque

ALBUQUERQUE, NEW MEXICO 87103

April 26, 1995

Ronald R. Bohannan, P.E. Tierra West Dev. Mgt. Ser. 4600 Montgomery NE Suite #3 Albuquerque, N.M. 87109

GRADING & DRAINAGE PLAN FOR RIVERSIDE ANIMAL HOSP (D13/D1E) RE:

RECEIVED APRIL 14, 1995 FOR BUILDING PERMIT

ENGINEER'S STAMP DATED 4/6/95

Dear Mr. Bohannan:

Based on the information included in the submittal referenced above, City Hydrology accepts the Grading & Drainage Plan for Building Permit.

Include a copy of the Grading & Drainage Plan, dated 4/6/95, in each set of construction documents that will be submitted to Code Administration for the **Building Permit.** 

Engineer's Certification of grading & drainage per DPM checklist must be accepted by City Hydrology before any Certificate of Occupancy is released.

If you have any questions about this project, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.

Civil Engineer/Hydroloav

Andrew Garcia

Bill Weis, dekker/perich & assoc, 6501 Americas Pkwy NE Suite 675, 87110



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 28, 1995

Ronald R. Bohannan, P.E. Tierra West Dev. Mgt. Ser. 4600 Montgomery NE Suite #3 Albuquerque, N.M. 87109

RE:

GRADING & DRAINAGE PLAN FOR RIVERSIDE ANIMAL HOSPITAL (D13/D1E) RECEIVED MARCH 9, 1995 FOR GRADING & BUILDING PERMIT ENGINEER'S STAMP DATED 3-9-95

Dear Mr. Bohannan:

Based on the information included in the submittal referenced above, City Hydrology accepts the Grading & Drainage Plan for Rough Grading & Foundation Permit. The following comments must be addressed before Building Permit approval:

Examples of the Basin boundary & property line are not shown on the Legend. It is not clear where these belong on the Plan. Provide existing top of curb & flowline elevations along Caminito Coors. Proposed flowline elevations are required at the southern entrance to verify the water block.

The North Coors Drainage Management Plan (NCDMP) criteria is based on  $Q_{100}/2$ . Provide calculations to verify that the ponds comply with the horizontal velocity and retention time requirements.

If you have any questions about this project, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.

Civil Engineer/Hydrology

c: Andrew Garcia

Bill Weis, dekker/perich & associates, 6501 Americas Pkwy NE Suite 675, 87110

GENEIVA MEEKER, CHAIR

DANIEL W. COOK, VICE-CHAIR

RONALD D. BROWN, SECRETARY-TREASURER

MICHAEL MURPHY, ASST. SECRETARY-TREASURER

TIM EICHENBERG, DIRECTOR

LARRY A. BLAIR
EXECUTIVE ENGINEER

Alsoquerque Metropolitan Arroyo Flood Control Authority

TELEPHONE (505) 884-2215

March 17, 1995



Mr. Ronald Bohannan, P.E. Tierra West Development 4600 Montgomery Blvd. NE Suite 3 Albuquerque, NM 87109

RE: Bosque Del Pueblo, Riverside Animal Hospital

Dear Ron:

I have reviewed the drainage submittal (dated March 8, 1995) for the referenced site. The report is acceptable and approved by AMAFCA, however I have some comments regarding the analysis.

2600 PROSPECT N.E. - ALBUQUERQUE, N. M. 87107

As you are aware the North Coors Drainage Management Plan (NCDMP) helps define drainage criteria for areas draining to the Corrales Main Canal. Sediment and detention are items of concern. There are four criteria for sizing the ponds as outlined in the NCDMP (attached). The minimum pond criteria rarely governs the volume size. It is usually the length, detention time requirements, etc. Velocities and sediment fall velocities need to be used. The Greiner Bosque Del Pueblo Masterplan references and uses this design criteria.

I checked your ponds and they appear to be adequate due to the oversizing as referenced. In the future, please perform the correct analysis for any areas draining into the Corrales Main Canal. The NCDMP as well as several site reports are in our office for your review.

Should you have any questions, do not hesitate to call me.

Sincerely,

**AMAFCA** 

Kurt Browning, P.E.

Drainage Engineer

encl

cc Mr. John Curtin, COA PWD Hydrology

MAR 2 2

This Drainage Covenant, between San Miguel Bosque Del Bosque Ltd. Co. ("Owner"), whose address is 20 First Plaza, Suite 303, Albuq. N.M. 87102, and the City of Albuquerque, 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 owner of certain real property described as:

Lot 9-A of Bosque Wel Pueblo Recording Data: Field 6/20/95 Book 95C page 222
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 Agreement 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 standards, plans and specifications approved by the City pursuant to Drainage File No. <u>D13/D1E</u>:

Construction of Drainage Ponds

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 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 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.

as to form only 06/90)

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- The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.
  - 8. Indemnification. 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 Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, 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 Agreement 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 agreement shall be construed to relieve the Owner, his heirs, assigns, and successors from an assessment against 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 given formal written notice to the Owner, Owner's address is:

San Miguel del Bosque Ltd. Co.

20 First Plaza, Suite 303

Albuquerque, New Mexico 87102

Attn: Millie A. Arnold

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 days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by given written notice of the change by Certified Mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico, 87103.

12. Term. This Agreement 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 said forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running the Owner's Property until released by the City.
  - 14. Entire Agreement. This Agreement contains the entire agreement of the parties and supercedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.
  - 15. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.
  - 16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
  - 17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

	OWNER: SAN MIGUEL DEL BOSQUE, LTD. CO	).
	By:  Its: Manager  Dated: May 8, 1995	
STATE OF MAIN ) SS COUNTY OF DEUN.		
This instrument was of Movey, 1995, Thy name	as acknowledged before me this of person: 1	<i>}#</i> day ,
Stitle of capacity, for instance "proof Subdivider:   Subd		<u> </u>
	Notary Public 17/98	

CITY OF ALBUQUERQUE:

My Commission Expires:

Approved:

By:

Dated:

NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires:

> OFFICIAL SEAL Deborah S. Weh

(EXHIBIT A ATTACHED)

(Approved by Legal Dept. as to form only 06/90)

NOTE: Must be signed and notarized POWER OF ATTORN by the owner if the subdivider is not the owner of the Subdivision.

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STATE OF	<u> </u>
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COUNTY OF	· · · · · · · · · · · · · · · · · · ·

State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner; ] San Miguel del Bosque Ltd Co. ("Owner"), of [address:] Lot 9 Bosque del Pueble [city:] Albuquerque., [state:] New Mexico [zip code:]\_\_\_\_\_, hereby makes, constitutes and appoints [name of subdivider: ] Millie A. Arnold . ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

This power of attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Planner in order to provide notice to City of the termination of this power of attorney; or (2) upon release of the Agreement by the City.

NOTE: : Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Subdivider. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, " in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER By [signature:] Name: Millie A. Arnold Title: Manager Dated: 26 April 1995

The foregoing Power of Attorney was acknowledged before me this  $-26 {
m th}$ 19 95 by (name of person: ] Millie A. Arnold. day of April [title or capacity, for instance "President"] of [Owner:] San Miguel del Bosque Ltd Gn' beha Manager the Owner.

My Commission Expires: June 8, 1998

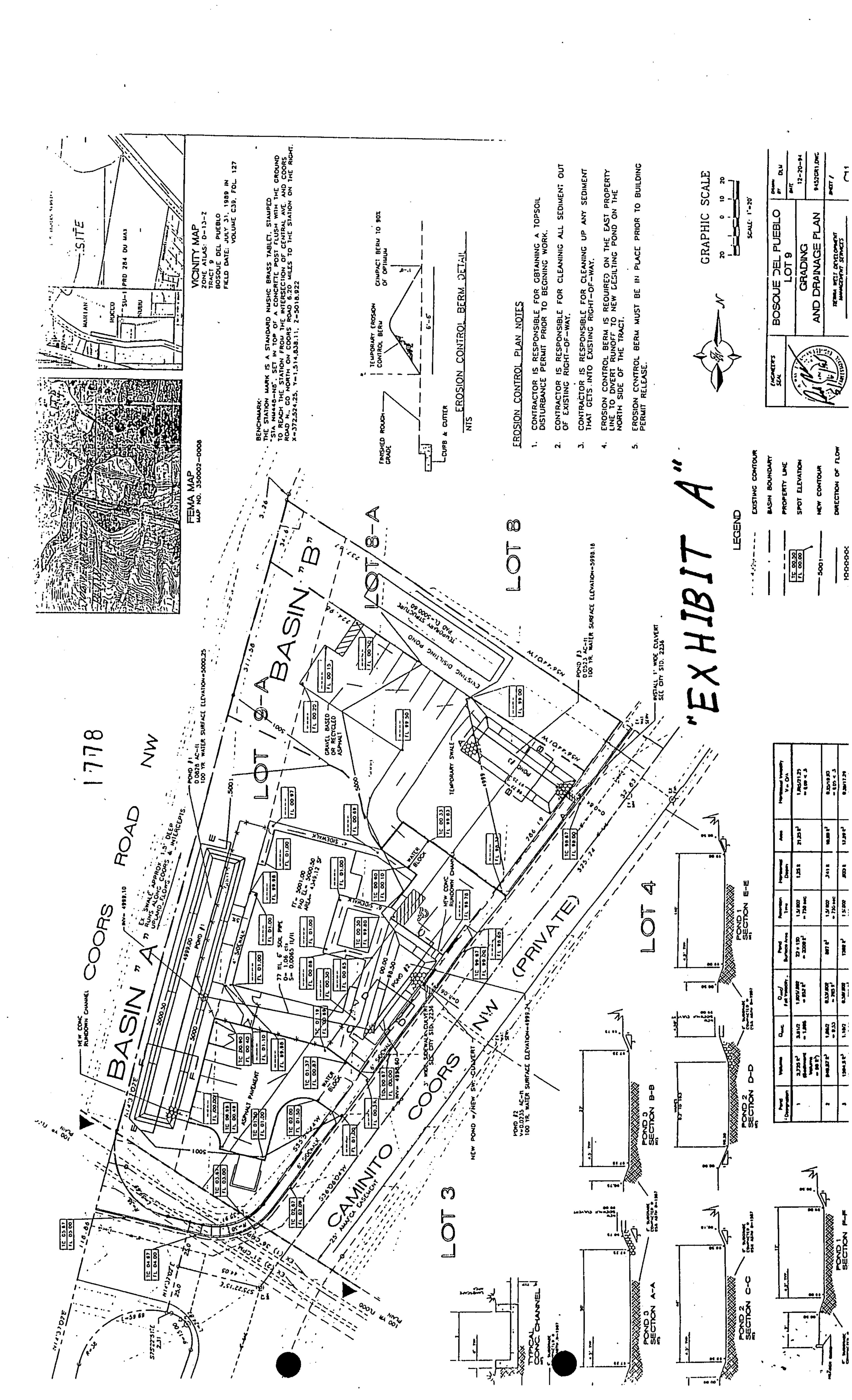
Figure 12 - Page 8

Notary Rublic

OFFICIAL SEAL Virginia Beach

My Commission Expires:

4/92



## DRAINAGE REPORT

FOR

RIVERSIDE ANIMAL HOSPITAL

3/8/95

I certify that this report was prepared under my supervision, and I am a registered professional engineer in the state of New Mexico in good standing.

R0,

RE

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7868

Prepared by:

Tierra West Development
Management Services
4600 Montgomery Blvd. NE, Suite 3
Albuquerque, NM 87109
(505) 883-7592

#### PURPOSE

The parcel is Tract 9 of BOSQUE DEL PUEBLO, Filed July 31, 1989 in Volume C39, Folio 127 containing 1.3816 acres. The purpose of this Grading and Drainage Plan is to present the drainage management plan for the RIVERSIDE ANIMAL HOSPITAL for Site Development Plan and Grading/Drainage approval, situated on Tract 9, BOSQUE DEL PUEBLO. This animal hospital is a new 4,349.12 SF building. The site is located 3 lots south of Eagle Ranch Road on the west side of Caminito Coors, NW and east side of Coors Boulevard as shown on zone atlas page D-13. (See attached Vicinity Map)

#### EXISTING CONDITIONS

This site is part of the BOSQUE DEL PUEBLO master drainage plan, done by Greiner Engineering and approved 01/18/89 (D13/D1). All the runoff on site drain to a desilting pond on the north side of the tract and then to an existing sidewalk culvert to Caminito Coors. From Caminito Coors the runoff will surface flow to Eagle Ranch and then to Corrales Main Canal via a drop inlet. The site does not lie within a 100 year flood zone.

### HYDROLOGY ANALYSIS

Hydrological aspects of this site were evaluated using AMAFCA's AHYMO program according to guidelines presented in the City of Albuquerque DPM, Section 22.2 (January 1993). All of the pertinent hydrologic parameters and calculations are located in the calculations of this report.

### PROPOSED MANAGEMENT PLAN

The original drainage study (D13/D1) had the following drainage and ponding criteria for Lot I:

- 1)  $Q_{100} = 5.96$  cfs, and a discharge rate of 2.98 cfs (which is 50% of 100 year flow).
- 2) Retention time of 270.2 sec.
- 3) Sediment storage volume of 0.007 Ac-ft
- 4) Outlet control to maximize the velocity for desilting.
- 5) Routing the runoff through the entire length of desilting pond.

We have followed all the drainage criteria designed by the drainage study on Bosque del Pueblo except carrying routing the flow through the entire length of the desilting pond as designed by Greiner. Our proposed ponding is slightly different from the existing desilting pond. The intended original design by carrying the flow through the entire desilting pond was to drop the sediments and create a longer retention time. We are proposing to create a larger ponding facility. The outlet structure invert is set 0.50' higher than the bottom of the pond creating a longer detention time and more desilting. The total runoff created from the site is 4.99 cfs, and the total outflow from the site is 1.90 cfs which is less than allowable discharge of 2.50 cfs (50% of 100 year flow).

We will be ponding on site, and releasing the runoff at flow rate of 50% of the 100-year runoff. The site is divided in two basins A and B. Basin A with a runoff of 3.81 cfs will surface flow to a pond on west side of the parking (pend #1), and from there, via a 6" soil pipe, the runoff will drain at a flow rate of 1.06 cfs to the east of the building to pond #2. Pond #2 drains out to Caminito Coors through a 3'-wide sidewalk culvert at a rate of 1.06 cfs. Basin B with a runoff of 1.18 cfs will drain to a desilting pond (pond #3) and then out to Caminito Coors through a 1'-wide sidewalk culvert at rate of 0.84 cfs. We are proposing to reconstruct the existing 3' wide culvert to 1' wide culvert. All the flow on Caminito Coors will surface flow to Eagle Ranch and then to the Corrales Main Canal trough an existing drop inlet. No off-site flows enter this site. See the following sheets for drainage calculations. Also see enclosed Grading and Drainage Plan for ponding location and drainage patterns on site.

In case of emergency the runoff will drain to 5' wide weir on the northeast side of the parking lot to pond #2. Pond #2 drains out to Caminito Coors through a 3'-wide sidewalk culvert

### INTERIM EROSION CONTROL

The plan centers on the fact that storm water will not be allowed to discharge during the construction process until the site is developed. Contractor shall construct a temporary earthen erosion berm at the east side of the property line to divert the flow to the existing desilting pond on the north side of the Tract to prevent sediments leaving the site.

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AHYMO SUMMARY TABLE (AHYMO194) - AMAFCA Hydrologic Model - January, 1994 INPUT FILE = pond.dat

RUN DATE (MON/DAY/YR) =03/08/1995 .
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COMMAND	HYDROGRAPH IDENTIFICATION	FROM ID NO.	TO ID NO.	AREA (SQ MI)	PEAK DISCHARGE (CFS)	RUNOFF VOLUME (AC-FT)	RUNOFF (INCHES)	TIME TO PEAK (HOURS)	CFS PER ACRE	PAGE =	
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