HYDROLOGY E11/D4 KINDER CARE LEARNING CENTER

E11/D4

KINDER CARE
LEARNING CENTER

Commercial and Industrial Developers

WOODSON
DEVELOPMENT COMPANY

2786 N. Highway 67 · Florissant, Mo. 63033 · (314) 838-7800

January 10, 1979

RECEIVED

Mr. Dick Heller
City Engineer
City of Albuquerque
Post Office Box 1293
Albuquerque, New Mexico 87103

Subject: Kinder Care Learning Center
5101 Montano N.W.
Albuquerque, New Mexico

Dear Mr. Heller:

Thank you for returning the phone call this date. I've understood from you that we will be able to get a certificate of occupancy from Albuquerque if we provide you with a copy of our flood plain insurance, and with that understanding, we can proceed with our construction in the normal fashion.

If you find the above statement to be valid and true, I would appreciate your acknowledging and returning to us for our files.

Thanks again.

Very truly yours,

Donald Iken
Construction Manager
Senior Vice-President

DI:mab

ACCEPTED BY Richard S. Heller
Dick Heller City Engineer

DATED: 1/26/79

Prior to a certificate of occupancy being issued the flood plain insurance must be reviewed in order to verify that the City is a named insured and that it would be held harmless and indemnified for any loss or damage that might result from a flood. This should also apply to third parties and the limits should be in amounts sufficient to protect the City and the public.

# CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

INTER-OFFICE CORRESPONDENCE January 19, 1979 REF. NO._____

RECEIVED
JAN 22 1979
CITY ENGINEERS
Mac

TO: Richard Heller, City Engineer

FROM: Malcolm W. deVesty, Assistant City Attorney

SUBJECT: Kinder Care Learning Center.

We would recommend that prior to a certificate of occupancy being issued that the so-called flood plain insurance be reviewed in order to verify the fact that the City would be a named insured and that we would be held harmless and indemnified for any loss or damage that might result from a flood. This should also apply to third parties and the limits should be in amounts sufficient to protect the City and the public.

✓cc: Bruno Conegliano, Assistant City Engineer

E11-04

Insurance Management Corporation
Penntower Office Center, Suite 700, 3100 Broadway
Kansas City, Mo. 64111 816/756-1410

February 20, 1979

RECEIVED
MAR 21 1979
CITY ENGINEERS

Mr. Charlie Willis
Woodson Holding Company
2786 N. Highway 67
Florissant, Mo. 63033

Re: Kinder-Care Learning Centers, Inc.
Location: 5101 Montano Road
Alburquerque, NM

Dear Charlie:

Enclosed herewith is a copy of the endorsement form which has been sent in to the National Flood Program requesting they correct the address to the above.

As soon as the actual endorsement is received I will forward to you. I thought this might be helpful for you to indicate to the mortgagee that the change has been requested.

Cordially,

Linda

Linda Lowe
Secretary to
Thomas M. Scott

LKL:s

Enclosure

# CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF AGENCY

IMC Insurance Management Corporation

Penntower Office Center, Suite 700
3100 Broadway, Kansas City, Mo. 64111
816/756-1410

**COMPANIES AFFORDING COVERAGES**

COMPANY LETTER **A** National Flood Insurance

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Kinder-Care Learning Centers, Inc.
5101 Montano Rd.
Albuquerue, NM

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability | EACH OCCURRENCE | AGGREGATE |
|---|---|---|---|---|---|---|
| | **GENERAL LIABILITY**<br>☐ COMPREHENSIVE FORM<br>☐ PREMISES—OPERATIONS<br>☐ EXPLOSION AND COLLAPSE HAZARD<br>☐ UNDERGROUND HAZARD<br>☐ PRODUCTS COMPLETED OPERATIONS HAZARD<br>☐ CONTRACTUAL INSURANCE<br>☐ BROAD FORM PROPERTY DAMAGE<br>☐ INDEPENDENT CONTRACTORS<br>☐ PERSONAL INJURY | | | BODILY INJURY<br>PROPERTY DAMAGE | $<br>$ | $<br>$ |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| | | | | PERSONAL INJURY | | $ |
| | **AUTOMOBILE LIABILITY**<br>☐ COMPREHENSIVE FORM<br>☐ OWNED<br>☐ HIRED<br>☐ NON OWNED | | | BODILY INJURY (EACH PERSON)<br>BODILY INJURY (EACH OCCURRENCE) | $<br>$ | XXXXXXXX<br>XXXXXXXX |
| | | | | PROPERTY DAMAGE | $ | XXXXXXXX |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | XXXXXXXX |
| | **EXCESS LIABILITY**<br>☐ UMBRELLA FORM<br>☐ OTHER THAN UMBRELLA FORM | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| | **WORKERS' COMPENSATION and EMPLOYERS' LIABILITY** | | | STATUTORY | XXXXXXXXXXXXXXXX | |
| | | | | XXXXXXXXXXXX | $ | EACH ACCIDENT |
| A | **OTHER**<br>Emergency Flood Insurance | 933999344 | 1/15/80 | Building - $100,000.<br>Contents - $ 15,000. | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Bruder Company
10300 North Central Expressway
Building #2, Suite 200
Dallas, TX 75231

DATE ISSUED 3/7/79

Thomas M. Scott
AUTHORIZED REPRESENTATIVE

**CHANGE ENDORSEMENT**
(For Use Only With The Flood Insurance Policy)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION
NATIONAL FLOOD INSURANCE PROGRAM

Form Approved
OMB No. 63-R1602

Date: _____

**ENDORSEMENT TYPE** 1 ☐ ADDITIONAL PREMIUM 2 ☐ RETURN PREMIUM 3 ☐ NON PREMIUM RELATED 4 ☐ ASSIGNMENT OF POLICY

**Policy No: FL** 93399344 ENDORSEMENT EFFECTIVE DATE: 1-15-79 TO: 1-15-80

COMPANY NUMBER _____ COMMUNITY 3500022 PROGRAM: ☐ REGULAR ☒ EMERGENCY

**Space for Agent's Name and Mailing Address**

Insurance Management Corporation
3100 Broadway, Suite700
Kansas City, Mo. 64111

Check if: ☐ New Agent ☐ New Address

**Insured's Name and Mailing Address** (Number, Street, City or Town, State, Zip Code)

~~Kinder-Care Learning Centers, Inc.~~
~~P. O. Box 2151~~
~~Montgomery, Al. 36103~~

Check if: ☐ New Insured ☐ New Address

**CHANGED INFORMATION** (Check Change Items)

**CHANGE TO:**

☐ Effective Date of Policy
☐ Community Number
☐ FIRM Zone
☐ Base Flood Elevation From FIRM
☐ First Floor Elevation – Certify
☐ Small Business Indicator
☐ Occupancy Code

Address Correction

~~5101 Montano Road, N.W.~~
~~Alburquerque, NM~~

YES ☐ Y NO ☐ N
Single Family ☐ 1
2-4 Family ☐ 2
Other Residential ☐ 3
All Other ☐ 4

☐ MOTEL OR HOTEL STRUCTURE WITH NORMAL OCCUPANCY LESS THAN SIX MONTHS — YES ☐ Y NO ☐ N
☐ New Construction or Substantial Improvement — YES ☐ Y NO ☐ N
☐ Date New Construction or Substantial Improvement
☐ Number of Stories
One Story Basement ☐ 1 No Basement ☐ 2
Two or more Stories – Basement ☐ 3 No Basement ☐ 4
Split Level – Basement ☐ 5 No Basement ☐ 6
Mobile Home or Foundation ☐ 7

☐ Type of Construction
Masonary walls-slab foundation ☐ 1
Masonary walls-other foundation ☐ 2
All other walls-slabfoundation ☐ 3
All other walls-other foundation ☐ 4

| Contents Rated as: | Residential | All Other |
|---|---|---|
| ☐ All in Basement – | ☐ 04 | ☐ 13 |
| ☐ All on First Floor – | ☐ 05 | ☐ 14 |
| ☐ All on First Two Floors – | ☐ 06 | ☐ 15 |
| ☐ All on First Floor & Basement – | ☐ 07 | ☐ 16 |
| ☐ All on First Two Floors & Basement – | ☐ 08 | ☐ 17 |
| ☐ All above First Floor – | ☐ 09 | ☐ 18 |
| ☐ All in Mobile Home on Foundation | ☐ 03 | ☐ 19 |

☐ Mortgagee Pays Renewal ? YES ☐ 2 NO ☐ 0
☐ Loss Payee Exists ? YES ☐ Y NO ☐ N
☐ Second Mortgagee Exists ? YES ☐ Y NO ☐ N
☐ Agent's Tax I.D. Number

| ITEM NO. | NEW AMOUNT OF INSURANCE a) First Layer b) Second Layer | OLD AMOUNT OF INSURANCE a) First Layer b) Second Layer | ☐ REDUCED ☐ INCREASED AMOUNT OF INSURANCE a) First Layer b) Second Layer | RATES AND PREMIUMS — ACTUARIAL: RATES | ACTUARIAL: PREMIUMS | PAYABLE BY (TO) THE INSURED: RATES a) Payable b) Acutarial | PAYABLE BY (TO) THE INSURED: PREMIUMS ☐ Additional ☐ Return |
|---|---|---|---|---|---|---|---|
| 1. Bldg. | a) $ b) $ $ Total | a) $ b) $ $ Total | a) $ b) $ $ Total | | $ $ | a) b) | a) $ b) $ $ Total |
| 2. Conts. | a) $ b) $ $ Total | a) $ b) $ $ Total | a) $ b) $ $ Total | | $ $ | a) b) | a) $ b) $ $ Total |
| | | | | | $ | Total Premium Payable By (To) Insured → | $ |

**Notice:** The Premium for this Policy has been subsidized by the U.S. Government under the National Flood Insurance Act.

COMMENTS: (Show Mortgagee or Loss Payee Changed Name & Address Here): Roosevelt Federal Savings & Loan Association, 825 Locust, St. Louis, Mo. 63101

SERVICING OFFICE NAME AND ADDRESS

COUNTERSIGNATURE DATE AUTHORIZED REPRESENTATIVE

2-16-79
DATE OF APPLICATION

The above statements are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Sec. 1001.

Thomas M. Scott
SIGNATURE OF INSURED OR AGENT

NOTE: The inception date of any new increased or additional insurance coverage shall be at least 15 calendar days after the date of this application. This 15 day waiting period shall not apply during the initial 30 calendar days from the effective date of the first availability of flood insurance in any designated area or the first 30 days after the community's conversion to the Regular Program of the National Flood Insurance Program.

INSURED'S COPY

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

# STANDARD FLOOD INSURANCE POLICY

**(Issued Pursuant to the National Flood Insurance Act of 1968, or Any Acts Amendatory Thereof)**

**(DWELLING PROPERTY FORM**

Space for Agent's Name and Mailing Address (Sticker)

Insurance Management Corp.
3100 Broadway, Suite 700
Kansas City, Missouri 64111

TELEPHONE NO. 816-756-1410

Term of Policy 1/15/79 1/15/80

Policy No. FL 93399344

RENEWAL: YES ☐
(IF RENEWAL, USE SAME)

Insured's Name and Mailing Address
(Number, Street, City or Town, County, State, Zip Code)

Kinder-Care Learning Centers, Inc.
P.O. Box 2151
Montgomery, Alabama 36103

**IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE APPLICATION AND DECLARATIONS FORM MADE A PART HEREOF AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER DOES INSURE** the Insured and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **DIRECT LOSS BY "FLOOD"** as defined herein, to the property described while located or contained as described in the application and declarations form attached hereto, or pro rata for 45 days at each proper place to which any of the property shall necessarily be removed for preservation from the peril of "Flood", but not elsewhere.

Assignment of this policy by the Insured is allowed. The Insurer under this Policy is the Department of Housing and Urban Development.

## DEFINITION OF "FLOOD"

Wherever in this policy the term "flood" occurs, it shall be held to mean:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslide (i.e., mudflow), a river or flow of liquid mud proximately caused by flooding as defined in subparagraph A-2 above or by the accumulation of water under the ground.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the anticipated cyclical levels.

## PERILS EXCLUDED

**The Insurer shall not be liable for loss:**

A. By (1) rain, snow, sleet, hail or water spray; (2) freezing, thawing or by the pressure or weight of ice or water, except where the property covered has been simultaneously damaged by flood; (3) water, moisture or mudslide (i.e., mudflow) damage of any kind resulting primarily from conditions, causes or occurrences which are solely related to the described premises or are within the control of the insured (including but not limited to design, structural or mechanical defects, failures, stoppages or breakages of water or sewer lines, drains, pumps, fixtures, or equipment) or any condition which causes flooding which is substantially confined to the described premises or properties immediately adjacent thereto; or (4) seepage, backup of water, or hydrostatic pressure not related to a condition of "flood" as defined.

B. Caused directly or indirectly by (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (b) by military, naval or air forces, or (c) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

C. By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril insured against by this policy.

D. By theft or by fire, windstorm, explosion, earthquake, landslide or any other earth movement except such mudslide or erosion as is covered under the peril of flood.

E. Caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by the peril insured against.

F. Caused directly or indirectly by neglect of the Insured to use all reasonable means to save and preserve the property at the time of and after an occurrence of the peril insured against by this policy, but, for contents covered herein and subject to the terms of the policy including the limits of liability, the Insurer will reimburse the Insured for reasonable expenses necessarily incurred by him in complying with the requirements of this paragraph, including but not limited to, reasonable expenses for removal or temporary storage (not exceeding 45 days), or both, of insured contents, from the described premises because of the imminent danger of flood.

## PROPERTY COVERED

**A. Building:** When the insurance under this policy covers a building, such insurance shall include additions and extensions attached thereto; permanent fixtures, machinery and equipment forming a part of and pertaining to the service of the building; personal property of the insured as landlord used for the maintenance or service of the building including fire extinguishing apparatus, floor coverings, refrigerating and ventilating equipment, all while within the described building; also, materials and supplies while within an enclosed structure located on the described premises or adjacent thereto, intended for use in construction, alteration or repair of such building or appurtenant private structures on the described premises.

When the insurance under this policy covers a building used for residential purposes, the insured may apply up to 10% of the amount of insurance, applicable to such building, not as an additional amount of insurance, to cover loss to appurtenant private structures (other than the described building and additions and extensions attached thereto) located on the described premises. This extension of coverage shall not apply to structures (other than structures used exclusively for private garage purposes) which are rented or leased in whole or in part, or held for such rental or lease, to other than a tenant of the described building, or which are used in whole or in part for commercial, manufacturing or farming purposes.

**B. Contents:** When the insurance under this policy covers contents, coverage shall be for either household contents or other than household contents, but not for both.

1. When the insurance under this policy covers other than household contents, such insurance shall cover merchandise and stock, materials and stock supplies of every description, furniture, fixtures, machinery and equipment of every description all owned by the insured; improvements and betterments (as hereinafter defined) to the building if the insured is not the owner of the building and when not otherwise covered; all while within the described enclosed building.
2. When the insurance under this policy covers household contents, such insurance shall cover all household and personal property usual or incidental to the occupancy of the premises as a residence – except animals, birds, fish, business property, other property not covered under the provisions of this policy, and any property more specifically covered in whole or in part by the other insurance including the peril insured against in this policy, belonging to the Insured or members of the Insured's family of the same household, or for which the Insured may be liable, or, at the option of the Insured, belonging to a servant or guest of the Insured; all while within the described building.

The Insured, if not the owner of the described building, may apply up to 10% of the amount of insurance applicable to the household contents covered under this item, not as an additional amount of insurance, to cover loss to improvements and betterments (as hereinafter defined) to the described building.

The Insured, if an individual condominium unit owner in the described building, may apply up to 10% of the amount of insurance on contents covered under this policy, not as an additional amount of insurance, to cover loss to the interior walls, floors, and ceilings that are not otherwise covered under a condominium association policy on the described building.

**Emergency Flood Insurance Program**

**Application and Declarations Form**

**(For Use Only With the Flood Insurance Policy)**

EMERGENCY FLOOD INSURANCE PROGRAM

Insurance is provided only (1) against the peril of flood as defined in the policy to which this form is attached, (2) with respect to those items specifically described herein and for which a specific amount of insurance is shown below, and (3) for the policy term specified below; and, unless otherwise provided, all conditions and provisions of this form and of the policy to which it is attached shall apply separately to each item covered.

**Important Notice:** This Policy does not cover loss resulting from a flood or mudslide occurrence already in progress on the date of this application. It is a condition of this insurance that property is not in violation of any Flood Plain Law or Ordinance. This policy is subject to the National Flood Insurance Act of 1968 and any Acts Amendatory thereof, and Regulations issued by the Federal Insurance Administration pursuant to such statute(s).

**Space for Agent's Name and Mailing Address (Sticker)**

Insurance Management Corp.
3100 Broadway, Suite 700
Kansas City, Missouri 64111

TELEPHONE NO. 816-756-1410

**Policy No. FL** 93399344

**RENEWAL:** YES ☐ NO ☒ (IF RENEWAL, USE SAME NUMBER)

**Insured's Name and Mailing Address** (Number, Street, City or Town, County, State, Zip Code)

Kinder-Care Learning Centers, Inc.
P.O. Box 2151
Montgomery, Alabama 36103

**Policy Term 1 Year,** from 1/15/79 to 1/15/80

Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.) 12:01 AM (Standard Time) at location of the property involved, and thereafter for successive policy terms of 1 year, provided the then current premium payable by the Insured for each successive policy term is paid prior to the expiration of the then current policy term, and if not so paid this policy shall then terminate, provided, however, with respect to any mortgagee (or trustee) named below, this insurance shall continue in force only for the benefit of such mortgagee (or trustee) for 20 days after written notice to the mortgagee (or trustee) of termination of this policy, and shall then terminate. The inception date must be at least 15 days after the date of a new application, except during the initial 30 days after flood insurance becomes available in any designated area, when the inception date can be the same as the date of application.

Community # 350 002-A Property in Zone A? Yes ☒ No ☐

| ITEM NO. | AMOUNT OF INSURANCE | RATE | PREMIUM | DESCRIPTION AND LOCATION OF PROPERTY COVERED (Location same as mailing address above unless otherwise indicated) |
|---|---|---|---|---|
| 1 Bldg. | $ 100,000 | .40 | $ 400.00 | Occupied as Day Care Center<br>Located at 6101 Montano Road, N.W.<br>Albuquerque, New Mexico |
| 2. Conts. | $ 15,000 | .75 | $ 113.00 | On Contents consisting principally of ~~contents relative to the operation of a daycare center~~ in the Enclosed Building Described Above XX or Located at ~~6101 Montana Road, N.W. Albuquerque, New Mexico~~<br>Loss Payee (Contents): none |
| **Notice: The Premium for this Policy has been subsidized by the U.S. Government under the National Flood Insurance** Act of 1968. | | Total Premium → | $ 513.00 | (INSERT NAME(S) AND MAILING ADDRESS(ES)) |

**Mortgagee (Building):** Insert Name(s) and Mailing Address(es) Roosevelt Federal Savings & Loan Association
825 Locust, St. Louis, Missouri 63101

Second Mortgagee Exists Yes ☐ No ☒

Mortgagee pays new and renewal ☐ 1 renewal only ☐ 2

Does insured qualify as "Small Business" Yes ☐ Y No ☒ N

Is structure Single Family 1; 2—4 Family 2; Other Residential 3; All other XX

Is this a Motel or Hotel Structure with normal occupancy of less than six (6) months?
Yes ☐ Y No ☒ N

Is this "New Construction or Substantial Improvement"? Yes ☒ Y No ☐ N

Date New Construction or Substantial Improvement started 11/6/78

Is structure within ☒ corporate limits or ☐ unincorporated area of county.

| | |
|---|---|
| Masonry walls-slab foundation | ☒ 1 |
| Masonry walls-other foundation | ☐ 2 |
| All other walls-slab foundation | ☐ 3 |
| All other walls-other foundation | ☐ 4 |

all concrete
Check only one box

| Contents Rated as | Residential | All Other |
|---|---|---|
| All in Basement | ☐ 04 | ☐ 13 |
| All on First Floor | ☐ 05 | ☒ 14 |
| All on First Two Floors | ☐ 06 | ☐ 15 |
| All on First Floor & Bsmt. | ☐ 07 | ☐ 16 |
| All on First Two Floors & Bsmt. | ☐ 08 | ☐ 17 |
| All Above First Floor | ☐ 09 | ☐ 18 |
| All in Mobile Home on Foundation | ☐ 03 | ☐ 19 |

One Story—Basement [redacted] No Basement (XX2)
Two or More stories—Basement ☐ 3 No Basement ☐ 4
Split Level—Basement ☐ 5 No Basement ☐ 6
Mobile Homeion Foundation

NATIONAL FLOOD INSURANCE PROGRAM
P.O. BOX 3029
LANHAM, MD. 20034

**TO BE COMPLETED BY F.I.A. SERVICING OFFICE**

FEB - 1 1979

SERVICING OFFICE NAME AND ADDRESS

COUNTERSIGNATURE DATE AUTHORIZED REPRESENTATIVE

1/10/79
DATE OF APPLICATION

**The above statements are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Sec. 1001.**

Thomas M Scott
SIGNATURE OF INSURED OR AGENT

Agent's Tax Number 490-34-6528

Agent Certifies that following matters have been discussed with insured:
1) That loss already in progress on date of application is not covered;
2) Advantages of insuring the single family dwelling to at least 80% of the replacement cost of structure, at time of loss.

INSURED'S COPY

ATTACH APPLICATION AND DECLARATIONS FORM HERE

The Insurer shall not be liable for loss in any one occurrence for more than:

(a) $500.00 in the aggregate on paintings, etchings, pictures, tapestries, art glass windows and other works of art (such as but not limited to statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass or bric-a-brac);

(b) $500.00 in the aggregate on jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, articles of gold, silver or platinum and furs or, any article containing fur which represents its principal value.

3. When the insurance under this policy covers improvements and betterments, such insurance shall cover the Insured's used interest in improvements and betterments to the described building.

(a) The term "improvements and betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made, or acquired, at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

(b) The word "lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.

(c) In the event improvements and betterments are damaged or destroyed during the term of this policy by the peril insured against, the liability of the Insurer shall be determined as follows:

(1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed improvements and betterments.

(2) If not repaired or replaced within a reasonable time after such loss, that proportion of the original cost at time of installation of the damaged or destroyed improvements and betterments which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such improvements and betterments were made to the expiration date of the lease.

(3) If repaired or replaced at the expense of others for the use of the Insured, there shall be no liability hereunder.

**C. Debris Removal:** This insurance covers expense incurred in the removal of debris of or on the building or contents covered hereunder, which may be occasioned by loss caused by the peril insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered.

## PROPERTY NOT COVERED

**This policy shall not cover:**

A. Accounts, bills, currency, deeds, evidences of debt, money, securities, bullion, manuscripts or other valuable papers or records, numismatic or philatelic property.

B. Fences, retaining walls, seawalls, outdoor swimming pools, bulkheads, wharves, piers, bridges, docks; other open structures located on or partially over water; or personal property in the open.

C. Land values; lawn, trees, shrubs or plants, growing crops, or livestock; underground structures or underground equipment, and those portions of walks, driveways and other paved or poured surfaces outside the foundation walls of the structure.

D. Automobiles; any self-propelled vehicles or machines, except motorized equipment not licensed for use on public thoroughfares and operated principally on the premises of the Insured; watercraft or aircraft.

E. Contents specifically covered by other insurance except for the excess of value of such property above the amount of such insurance.

## DEDUCTIBLES

A. With respect to loss to the building, appurtenant private structures, and debris removal covered hereunder, the Insurer shall be liable for only that portion of the loss in any one occurrence which is in excess of $200.00.

B. With respect to loss to contents or debris removal covered hereunder, or to expenses, incurred under paragraph F of "Perils Excluded," the Insurer shall be liable for only that portion of the loss in any one occurrence which is in excess of $200.00.

## GENERAL CONDITIONS AND PROVISIONS

**A. Pair and Set Clause**—If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.

**B. Concealment, Fraud**—This entire policy shall be void if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

**C. Other Insurance**—The Insurer shall not be liable for a greater proportion of any loss, less the amount of deductible, from the peril of flood than the amount of insurance under this policy bears to the whole amount of flood insurance (excluding therefrom any amount of "excess insurance" as hereinafter defined) covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not.

In the event that the whole amount of flood insurance (excluding therefrom any amount of "excess insurance" as hereinafter defined) covering the property exceeds the maximum amount of insurance permitted under the provisions of the National Flood Insurance Act of 1968, or any acts amendatory thereof, it is hereby understood and agreed that the insurance under this policy shall be limited to a proportionate share of the maximum amount of insurance permitted on such property under said Act, and that a refund of any extra premium paid, computed on a pro rata basis, shall be made by the Insurer upon request in writing submitted not later than 2 years after the expiration of the policy term during which such extra amount of insurance was in effect.

"Excess Insurance" as used herein shall be held to mean insurance of such part of the actual cash value of the property as is in excess of the maximum amount of insurance permitted under said Act with respect to such property.

**D. Added and Waiver Provisions**—The extent of the application of insurance under this policy and of the contribution to be made by the Insurer in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of the Insurer relating to appraisal or to any examination provided for herein.

**E. Cancellation of Policy or Reduction in Amount of Insurance**—This policy may be cancelled at any time at the request of the Insured, in which case the Insurer shall, upon demand and surrender of this policy, refund the excess of paid premiums above the customary short rates for the expired time, provided, however, that the premium paid for the then current policy term shall be fully earned if the Insured retains an interest in the property covered at the location described in the application and declarations form.

The amount of insurance under this policy may be reduced at any time at the request of the Insured, in which case the Insurer shall, upon demand, refund the excess of paid premiums above the customary short rates for the expired time for the amount of the reduction; provided, however, that the premium paid for the then current policy term shall be fully earned to the extent that the Insured retains an interest in the property covered at the location described in the application and declarations form.

This policy may be cancelled by the Insurer for non-payment of the premium by giving to the Insured a 20-days' written notice of cancellation.

**F. Conditions Suspending or Restricting Insurance**—Unless otherwise provided in writing added hereto, the Insurer shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the Insured, provided, however, this insurance shall not be prejudiced by any act or neglect of any person (other than the Insured), when such act or neglect is not within the control of the Insured.

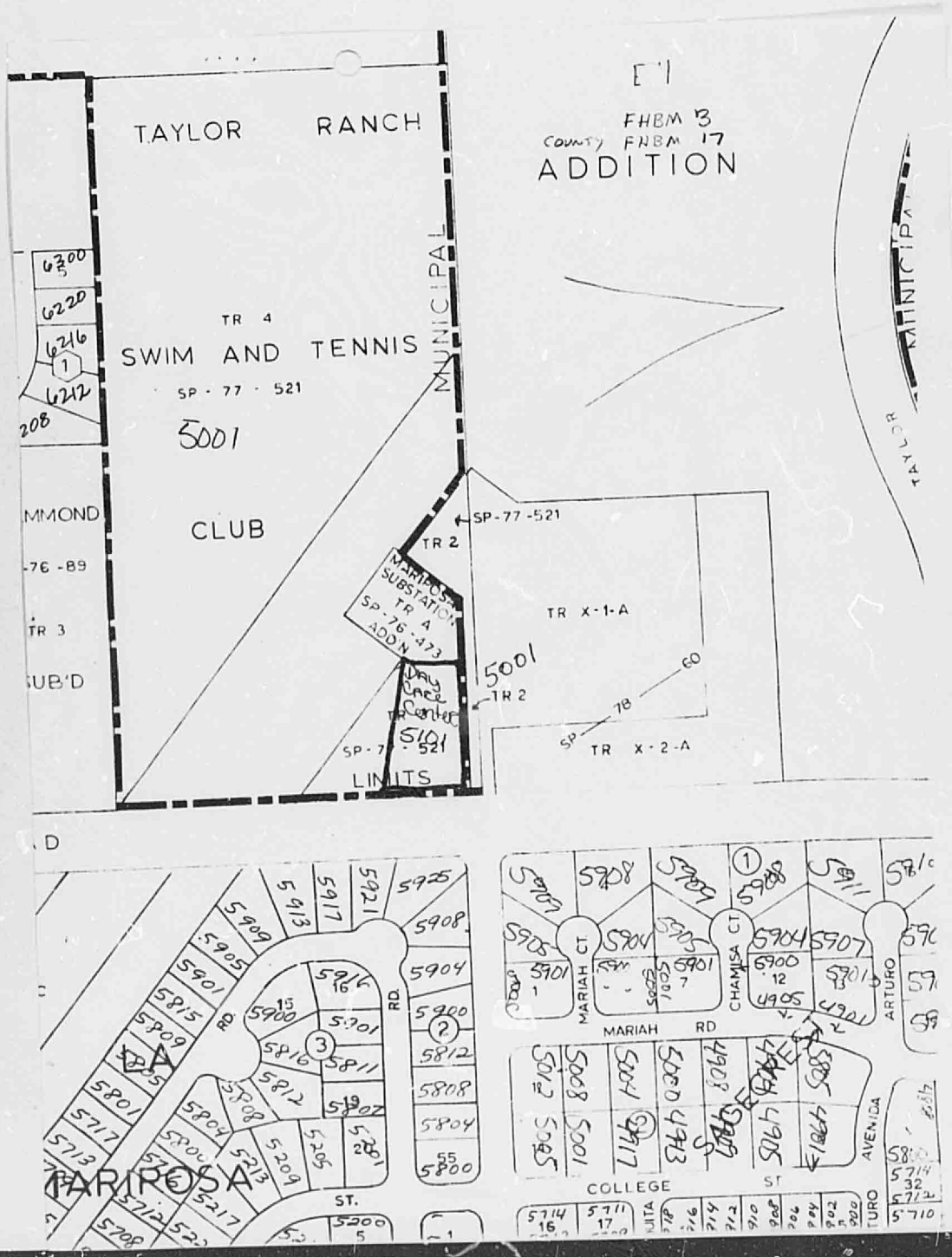
**G. Alterations and Repairs**—Permission is granted to make alterations, additions and repairs, and to complete structures in course of construction. In the event of loss hereunder, the Insured is permitted to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage and provided further that the Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by the peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that in case loss occurs the Insured shall protect the property from further damage.

**H. Property of Others (Servants and Guests Only)**—Unless otherwise provided in writing added hereto, loss to any property of others covered under this policy shall be adjusted with the Insured for the account of the owners of said property, except that the right to adjust such loss with said owners is reserved to the Insurer. Any such insurance under this policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

**I. Liberalization Clause**—If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of the Insurer there be adopted under the National Flood Insurance Act of 1968, or any acts amendatory thereof, any forms, endorsements, rules or regulations by which this policy could be extended or broadened, without additional premium charge, by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

**J. Statutory Provisions**—Any terms of this policy which are in conflict with the statutes of the state wherein the property is located are hereby amended to conform to such statutes, except that in cases of conflict with applicable Federal law or regulation, such Federal law or regulation shall control the terms of this policy.

**K. Loss Clause**—Payment of any loss under this policy shall not reduce the amount of insurance applicable to any other loss during the policy term which arises out of a separate occurrence of the peril insured against hereunder; provided, that all loss arising out of a continuous or protracted occurrence shall be deemed to constitute loss arising out of a single occurrence.


TAYLOR RANCH
FHBM 13
COUNTY FHBM 17
ADDITION
TR 4
SWIM AND TENNIS
SP - 77 - 521
5001
CLUB
MUNICIPAL
SP-77-521
TR 2
TR X-1-A
TR X-2-A
LIMITS
TAYLOR
MARIAH CT
CHAMISA CT
ARTURO
MARIAH RD
COLLEGE ST
AVENIDA
TARIROSA
RD
ST.

HYDROLOGY E11/D14 2 of 2 5 PLANS

Drainage Report

La Mariposa Unit 1-C

## PURPOSE AND SCOPE

AMBELL, a joint venture with Dale Bellamah Land Company, is currently developing lands located on the Albuquerque West Mesa. Part of this development program includes La Mariposa Unit 1-C, a small subdivision of sixty lots (approximately 16.1 acres). 3.73 The purpose of this report is to present a plan for controlling surface runoff from the said subdivision in a manner acceptable to the Albuquerque Metropolitan Arroyo Flood Control Authority and the Albuquerque City Engineer's Office.

## SITE LOCATION AND TOPOGRAPHY

La Mariposa Unit 1-C is located within Section 26, Township 11 North, Range 2 East N.M.P.M. It is bounded on the west and north by La Mariposa, Phase I, Unit 1, on the east by La Mariposa, Phase I, Unit 1 and private property, and on the south by Dellyne Avenue.

The soil of the site is generally comprised of eolin sand. The natural ground slopes gently from southeast to northwest with several internal ponding areas, on low spots, scattered throughout the site. Ground cover consists mainly of rabbitbrush, yucca, and cactus. Because of the existing development surrounding the majority of the site, almost all offsite flows are directed away from the site. The only area which presently contributes a small amount of offsite

flow is the private land at the southeast corner. This flow will be restricted to the private land by a grading differential when the site is developed. will this force this property to pond. Are you blocking natural drainage.

DESIGN CRITERIA

In analyzing the storm runoff, the Rational Formula, Q = CIA $C_f$, is used.(1.)

Where:

Q = Runoff quantity in cubic feet/second.

A = Contributing area in acres.

$C_f$ = Frequency Factor for Rational Formula.

I = Intensity in inches/hour for a duration equal to the time of accumulation (duration) measured in minutes and obtained from Figure IV, Intensity Duration Frequency Curves, Albuquerque Area 1961. (Note: Where a Time of Concentration (Tc) is less than ten minutes from Figure III, the intensity value equal to ten minutes is employed.

C = Runoff Coefficient (No Unit). This coefficient represents the integrated effects of infiltration, detention storage, evaporation, retention, flow routing, and interception which all affect the time distribution and peak rate of runoff.

ESTIMATED RUNOFF UNDEVELOPED STATE

Drainage within the boundary of the site is in the form of sheet

(1.) See Bibliography; Item (2), paragraph 3.7. - Appendix - 5

flow, with collection occurring in the low areas. There are no major flows passing through the site.

The total runoff in the undeveloped site forms the basis for comparison with the flow in the developed state.

TABLE 1

Runoff in Undeveloped State

| Drainage Basin | Elev. Diff. | Length of Flow | Tc Min. | I 100 yr. In./Hr. | C(2) | Area Acres | Q c.f.s. |
|---|---|---|---|---|---|---|---|
| Onsite | 8' | 1300' | 10 | 5.4 | 0.38 | 16.1 | 33.0 |

what also ponding.

ESTIMATED RUNOFF DEVELOPED STATE

As development occurs, the area of impervious surfaces increases and thereby the amount of runoff also increases. To offset this increase, onsite restrictions of flows must be incorporated into the development. While this can take different forms, the most practical solution for this type of development is to utilize on-lot ponding. The contributing area to the backyard ponding includes the backyard, sideyard, and in a majority of cases, one-half the roof area due to the popularity of the pitched roof concept. The area drained to the street includes the front yard, driveway, sidewalk-parkway areas, and one-half the roof area. This approach will satisfy AMAFCA's requirement that the runoff rate from the developed tract not exceed the runoff rate from the tract in its natural state.

(2) See Appendix - 1

The runoff coefficient for various surfaces are as follows:

| | |
|---|---|
| Streets, Walks and Drives | C = 0.80 |
| Roofs | C = 0.80 |
| Lawns, Sandy soil (Average 2 to 7% slope) | C = 0.12 |

TABLE 2

Runoff in Developed State

| Area Designation | Acreage A | C(3) | I100 year In./Hr. | Q c.f.s. |
|---|---|---|---|---|
| A-1 | 2.16 | 0.69 | 5.4 | 8.0 |
| A-1 | 5.12 | 0.69 | 5.4 | 19.0 |
| A-1 & A-2 | 7.28 | 0.69 | 5.4 | 27.0 |
| | 4.92 | | | |
| | 12.20 | | | |

.4 (3000) / 43560 x 60 = 22 cfs.

EXPLANATION OF RESULTS

Summary of the results for the site:

1. Runoff before development (within subdivision) site = 33.0 c.f.s.
2. Runoff after development (within subdivision) site = 27.0 c.f.s.

Therefore, summing total runoff rates under developed conditions vs. undeveloped conditions, the net result is a reduction of the total runoff rate by 6 c.f.s.

RECOMMENDATIONS

The following recommendations are made to enable the developer of this site and the local government to complete this project within the design criteria.

(3) See Appendix - 1

1. The ponding areas in each backyard would be best situated toward the rear of the yard. There should be a minimum of five foot (5') buffer zone between the rear property lines and the edge of the pond. This will protect any walls which might be constructed. In no case should ponded waters be allowed to stand against the wall or house foundation.

2. Ponds should average 6" deep and the minimum surface area should not be less than 16%[4] of the total area drained into the pond.

3. Onsite runoff (27 c.f.s.) from Area A-1 and A-2 will flow west onto Las Trampas Way and further carried onto Calle Nuestra north and dumped into the existing pond via drainage easement located in La Mariposa Unit 1, Phase 1-B. See Fig. V.

4. The street carrying capacities of Las Trampas Way and Calle Nuestra [6] are adequate to handle this increased runoff from La Mariposa Unit 1-C. See Fig. V.

5. It is recommended that another 1500 cu.yds.[5] of earth be excavated from the existing pond to handle this additional 27 c.f.s. runoff from Unit 1-C. below elevation of Calle Nuestra

6. The intersection of Dellyne Avenue and Mariposa Street was designed based on information provided by City of Albuquerque (Drawing No. C-4-76) plans showing proposed construction of water line in Dellyne Avenue. These plans show proposed street

(4) See Appendix - 2
(5) See Appendix - 3
(6) See Appendix - 4

profile of Dellyne Avenue draining to the east. Since this report recommends a high point on Mariposa Street, no runoff from the subdivision will drain onto Dellyne Avenue. The return elevations shown on the plans are based upon this proposed grade (or slightly lower to allow proper drainage of Dellyne Avenue). Therefore, for proper construction of this subdivision, Dellyne Avenue shall be rough graded and manholes shall be lowered.

SUMMARY

The subject property, by utilizing backyard ponding on all lots will contribute no more surface runoff to surrounding areas than that which existed before development.

In conclusion the development of this site should have a beneficial effect on the drainage characteristics of this area, and can be developed safely with no harm to life or property.

Respectfully submitted,

Bo K. Johnson

Bo K. Johnson
N.M.P.E. No. 5922
October 20, 1976

APPENDIX

## Appendix - 1

## Composite Runoff Coefficients

Undeveloped land

C = 0.30[1] x 1.25[2] = 0.88

Ponded Lots  Typical Lot 65' x 110'

110
55
65 x 55

C = 0.80

| | | | | |
|---|---|---|---|---|
| Streets & Walk Area | = | 20 x 65' | = | 1300 S.F. |
| Roof Area | | 50 x 25' | = | 1250 S.F. |
| Driveway | | 30 x 15 | = | 450 S.F. |
| Total impervious area | | | = | 3000 S.F. |

C = 0.12

| | | | | |
|---|---|---|---|---|
| Front & Side Yards | = | 65 x 55 | = | 3575 S.F. |
| Less Roof Area | = | 50 x 25 | = | 1250 S.F. |
| Less Driveway | = | 30 x 15 | = | 450 S.F. |
| Total Pervious Area | | | = | 1875 S.F. |

| | | | | |
|---|---|---|---|---|
| Impervious Area | = | 3000 S.F. | 63% @ 0.80 | = 0.504 |
| Pervious Area | = | 1875 S.F. | 38% @ 0.12 | = 0.045 |
| Total Area | = | 4875 S.F. | 100% | = 0.550 |

Composite runoff coefficient = C x $C_f$ = 0.55 x 1.25

= 0.69

(1) See Bibliography; Item (1) Table XII
(2) See Bibliography; Item (2) Article 3.7. - Appendix - 5

## Appendix - 2

Ponding Requirements (65 x 110 Lot 7150 S.F.)

| | | | |
|---|---|---|---|
| 1/2 roof area | 25 x 50 | = | 1250 S.F. |
| Patio area | 10 x 10 | = | 100 S.F. |
| Rear lawn area | | = | 2550 S.F. |
| Total Area Draining to Pond | | | 3900 S.F. |

Runoff Coefficient

Impervious Area:

$$C = 0.80 \frac{1350}{3900} = 0.28$$

Pervious Area:

$$C = 0.12 \frac{2550}{3900} = \underline{0.07}$$

$$0.35$$

$$C \times C_f = 0.35 \times 1.25 = .44$$

Pond Volume Requirements:

100 year 6-hour precipitation = 2.2 inch

Volume = Runoff Coefficient x area x precipitation

$V = 2.2/12 \times .44 \times 3900 = 314.60\ ft^3$

Depth of Pond 0.50 ft. (6")

Minimum Area of Pond = 629.20 $ft^2$

Pond area as a percentage of area drained = 16%

$V - 16\% \times 3900 \times 0.5 = 314.60\ ft^3$ area of pond = 629.20 $ft^2$ @ 0.5' deep.

bottom

## Appendix - 3

Computation for excavation of existing pond.

| | | |
|---|---|---|
| Area of site draining into the existing pond | = | 7.28 Ac. |
| Runoff coefficient | = | 0.69 |
| 100 year 6-hour precipitation | = | 2.2" |

Volume of excavation

Required = Runoff Coeff. x Area x Precipitation

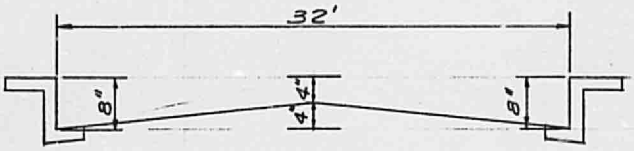
$= 0.69 \times 7.28 \times 43560 \times \frac{2.2}{12}$

= 40115 cu.ft.

= 1485 C.Y.

Say = 1500 C.Y. below street elevation

# CARRYING CAPACITY OF CALLE NUESTRA




$$Q = A \times V$$

$$= A \times \frac{1.486}{n} \times R^{2/3} \times S^{1/2}$$

$$= 15.84 \times \frac{1.486}{0.015} \times 0.608 \times 0.0836$$

$$= \underline{73.82 \text{ C.F.S.}}$$

$A = 15.84$ FT.$^2$
$n = 0.015$
$R = A/p = 0.475$
$R^{2/3} = 0.608$
$S = 0.007$
$S^{1/2} = 0.0836$

APPENDIX 4

MURRAY-McCORMICK, INC.
ENVIRONMENTAL DESIGN
ENGINEERING·PLANNING·SURVEYING
2601 WYOMING BLVD., NE SUITE F / ALBUQUERQUE, NEW MEXICO 87110 / 505-292-1936

JOB NO. _____ DATE _____
PROJECT _____
SCALE _____

3.6 Continued

TABLE 3-2 (8)

RATIONAL METHOD RUNOFF COEFFICIENTS FOR COMPOSITE ANALYSIS

| Character of Surface | Runoff Coefficients |
|---|---|
| Streets: | |
| Asphaltic | 0.70 to 0.95 |
| Concrete | 0.80 to 0.95 |
| Drives and Walks | 0.75 to 0.85 |
| Roofs | 0.75 to 0.95 |
| Lawns, Sandy Soil: | |
| Flat, 2% | 0.05 to 0.10 |
| Average, 2 to 7% | 0.10 to 0.15 |
| Steep, 7% | 0.15 to 0.20 |
| Lawns, Heavy Soil: | |
| Flat, 2% | 0.15 to 0.20 |
| Average, 2 to 7% | 0.20 to 0.25 |
| Steep, 7% | 0.25 to 0.35 |

The coefficients in these two tabulations are applicable for storms of 5-year to 10-year frequencies. Less frequent higher-intensity storms will require modification of the coefficient because infiltration and other losses have a proportionally smaller effect on runoff, as given in the following section.

## 3.7 Adjustment for Infrequent Storms

The adjustment of the Rational Method for use with major storms can be made by multiplying the right side of the Rational Formula by a frequency factor $C_f$, which is used to account for antecedent precipitation conditions. The Rational Formula now becomes:

$$Q = CIAC_f \qquad (3\text{-}2)$$

The following table of $C_f$ values can be used. The product of C times $C_f$ should not exceed 1.0.

1-15-69

3.7 Continued

TABLE 3-3

FREQUENCY FACTORS FOR RATIONAL FORMULA

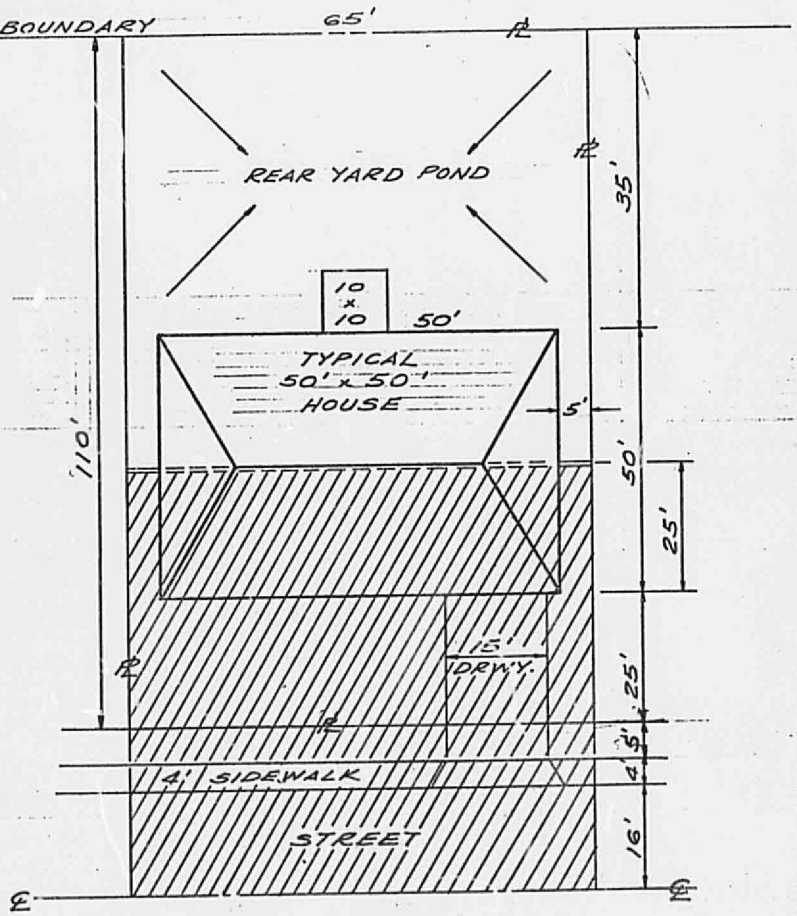
| Recurrence Interval (years) | $C_f$ |
|---|---|
| 2 to 10 | 1.0 |
| 25 | 1.1 |
| 50 | 1.2 |
| 100 | 1.25 |

## BIBLIOGRAPHY OF REFERENCES


(1) Herkenhoff, Gordon & Associates, "Master Plan of Drainage City of Albuquerque, New Mexico and Environs, 1963". Albuquerque; Gordon Herkenhoff & Associates, Consulting Engineers.

(2) Wright-McLaughlin Engineers, "Urban Storm Drainage Criteria Manual, Volume 1", Denver, Colorado: Wright-McLaughlin Engineers, 1969.

(3) U.S. Department of Commerce, "Technical Paper, No. 40, Rainfall Frequency Atlas of the United States", Washington, D.C., U.S. Government Printing Office, 1963.




NOTE: REFER APPENDIX FOR CALCULATION

AREA DRAINED

FIGURE II
TYPICAL LOT DRAINAGE

MURRAY-McCORMICK, INC.
ENVIRONMENTAL DESIGN
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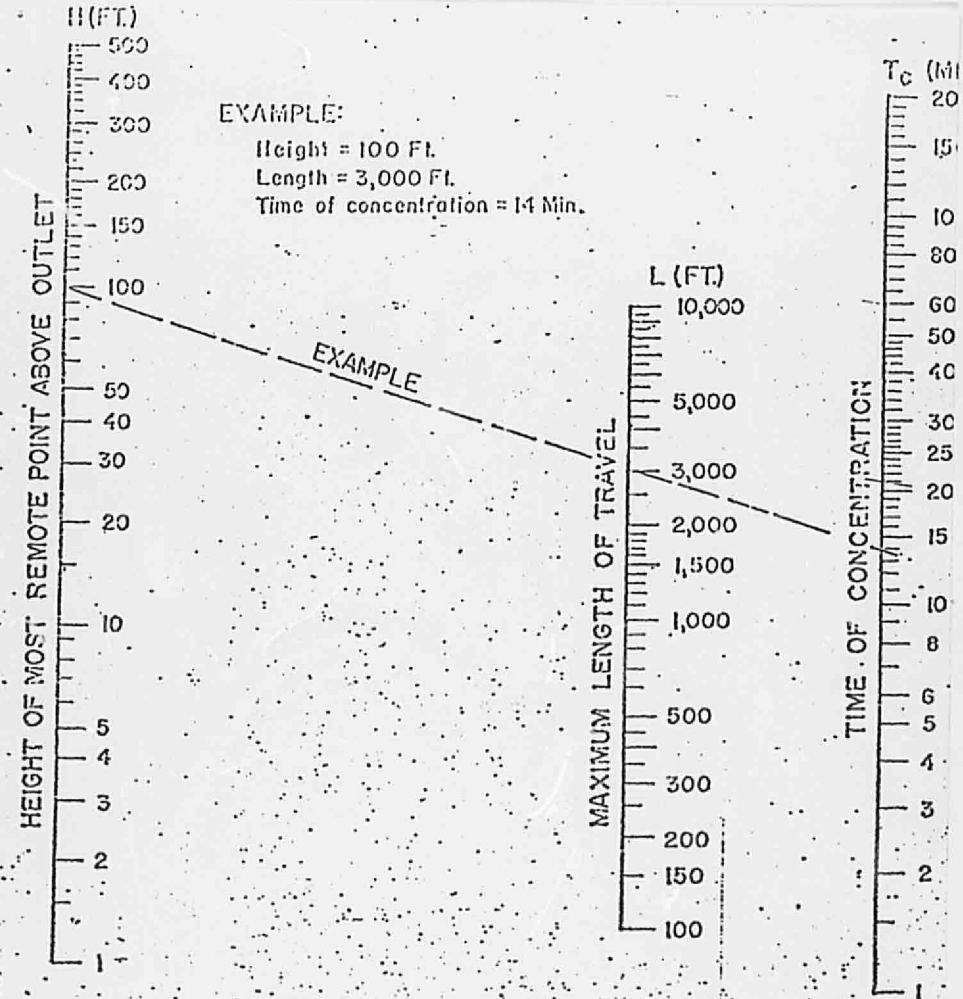
2601 WYOMING BLVD., NE SUITE F / ALBUQUERQUE, NEW MEXICO 87110 / 505-292-1936

JOB NO. _____ DATE _____
PROJECT _____
SCALE _____




Based on study by P. Z. Kirpich,
Civil Engineering, Vol. 10, No. 6, June 1940, p. 332

# TIME OF CONCENTRATION OF SMALL DRAINAGE BASINS

Reprinted from "Design of Roadside Drainage Channels - Hydraulic Engineering Circular No. 6", April 1962, U. S. Dept.

FIGURE III

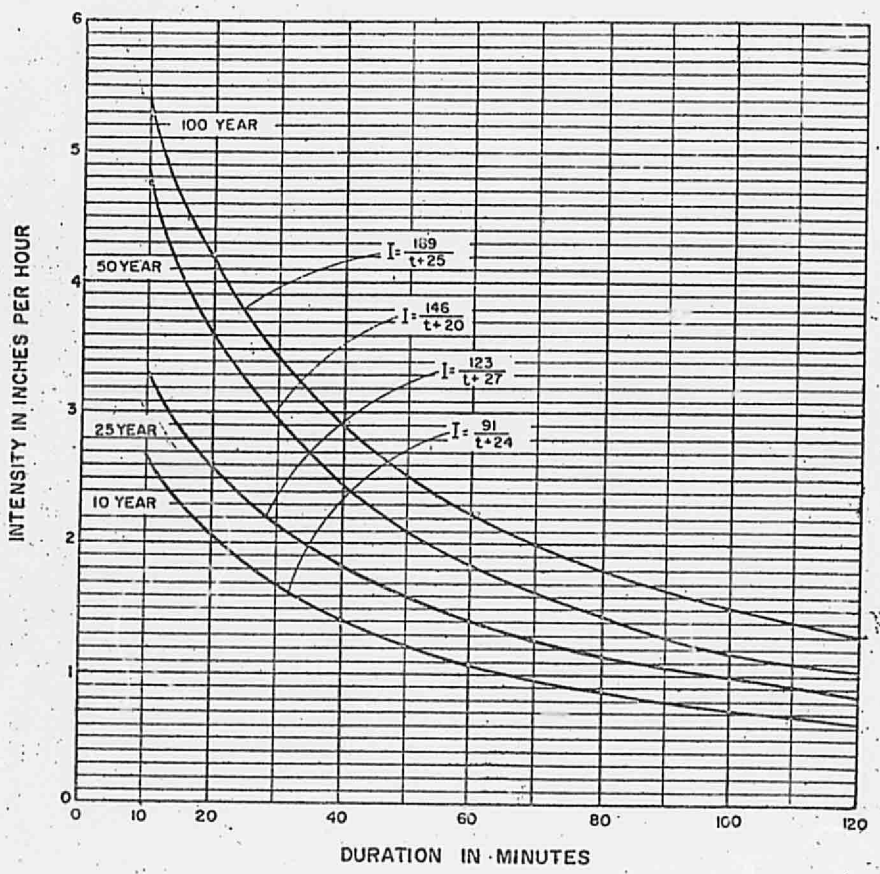



FIGURE IV

| MASTER PLAN OF DRAINAGE<br>CITY OF ALBUQUERQUE - NEW MEXICO<br>AND ENVIRONS | |
|---|---|
| INTENSITY DURATION<br>FREQUENCY CURVES<br>(ALBUQUERQUE AREA - 1961) | |
| GORDON HERKENHOFF & ASSOC<br>CONSULTING ENGINEERS<br>ALBUQUERQUE, NEW MEXICO | CHART<br>1 |

0649