

# CITY OF ALBUQUERQUE

*Planning Department*  
Brennon Williams, Interim Director



*Mayor Timothy M. Keller*

August 1, 2019

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

**RE: FedEx Fuel Station  
8000 Daytona Rd NW  
Request for Certificate of Occupancy – Permanent  
Engineer's Certification Date: 7/17/19 – Accepted  
Grading Plan Stamp Date: 7/16/18  
Hydrology File: K09D026C**

Dear Mr. Carrica,

PO Box 1293

Based on the submittal received on 7/18/19, Engineer's Certification is approved in support of Certificate of Occupancy (Permanent) by Hydrology.

Albuquerque

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

NM 87103

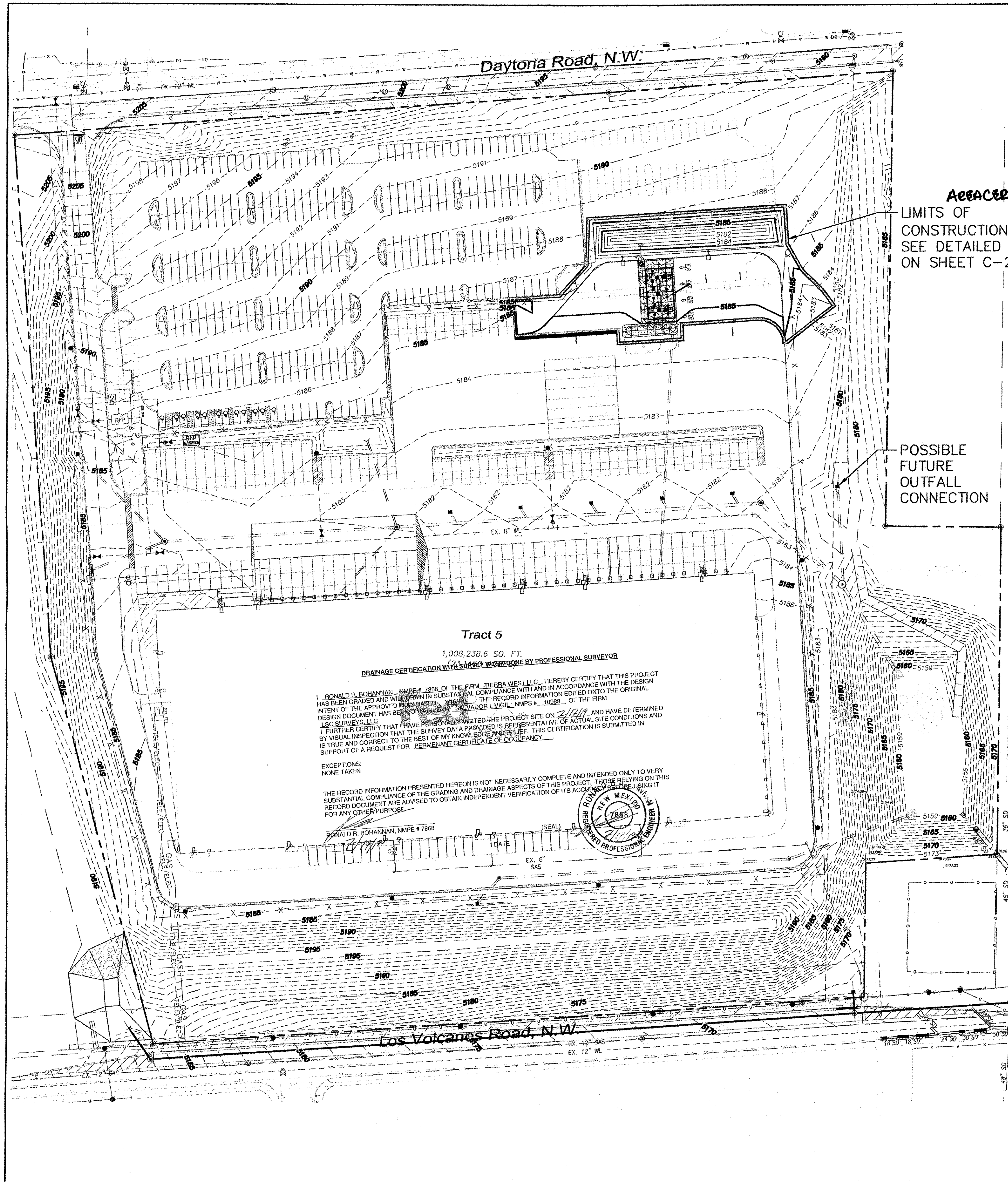
Sincerely,

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

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

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

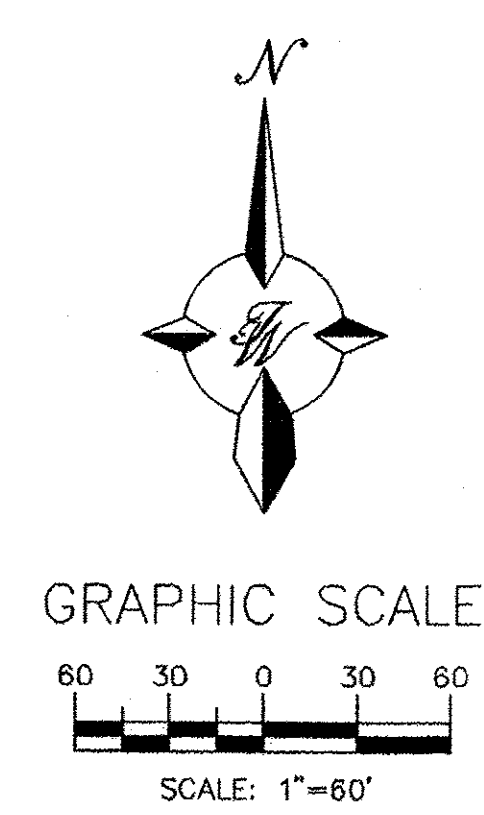




AREACERTIFIED (SEE C-2A FOR DETAILS)

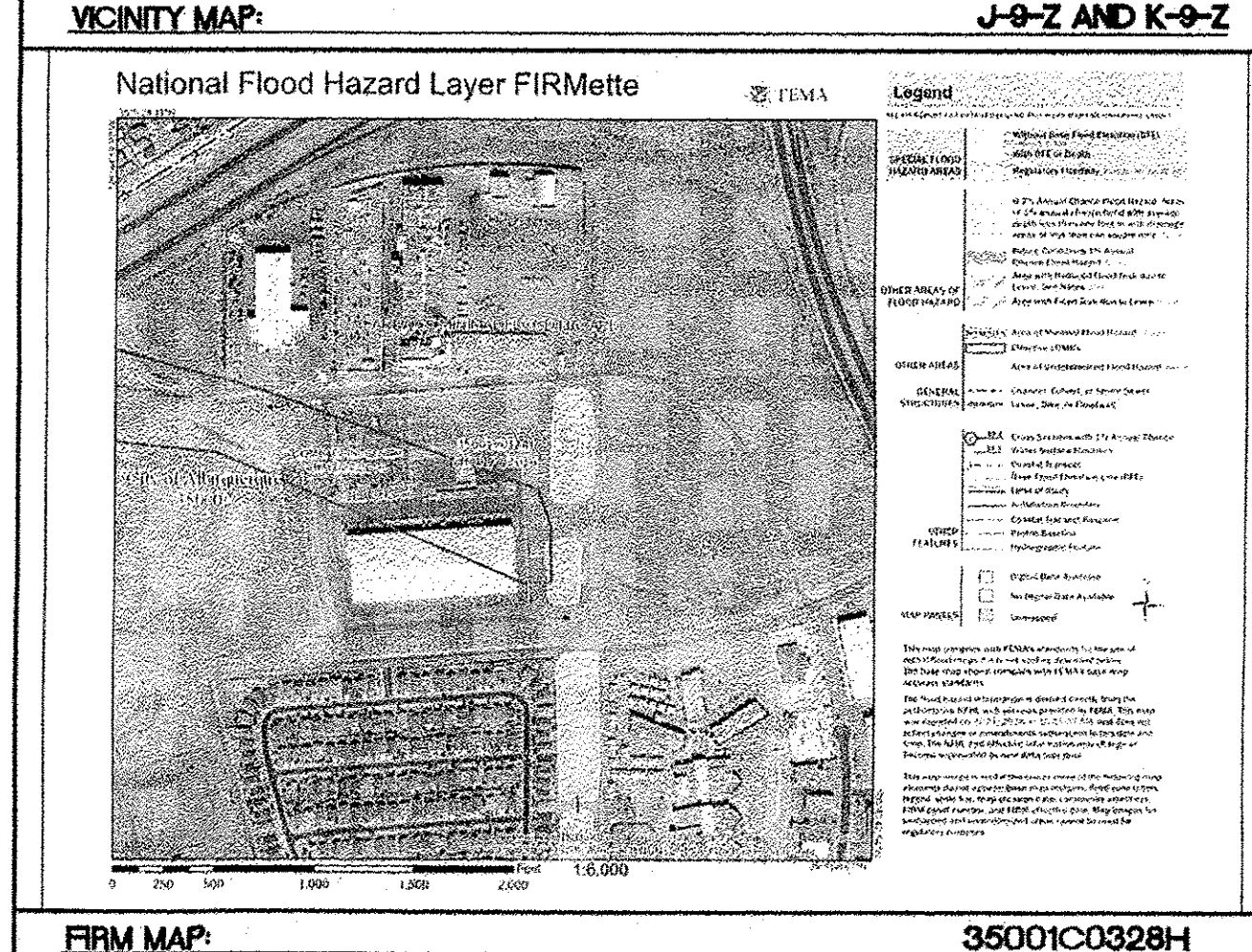
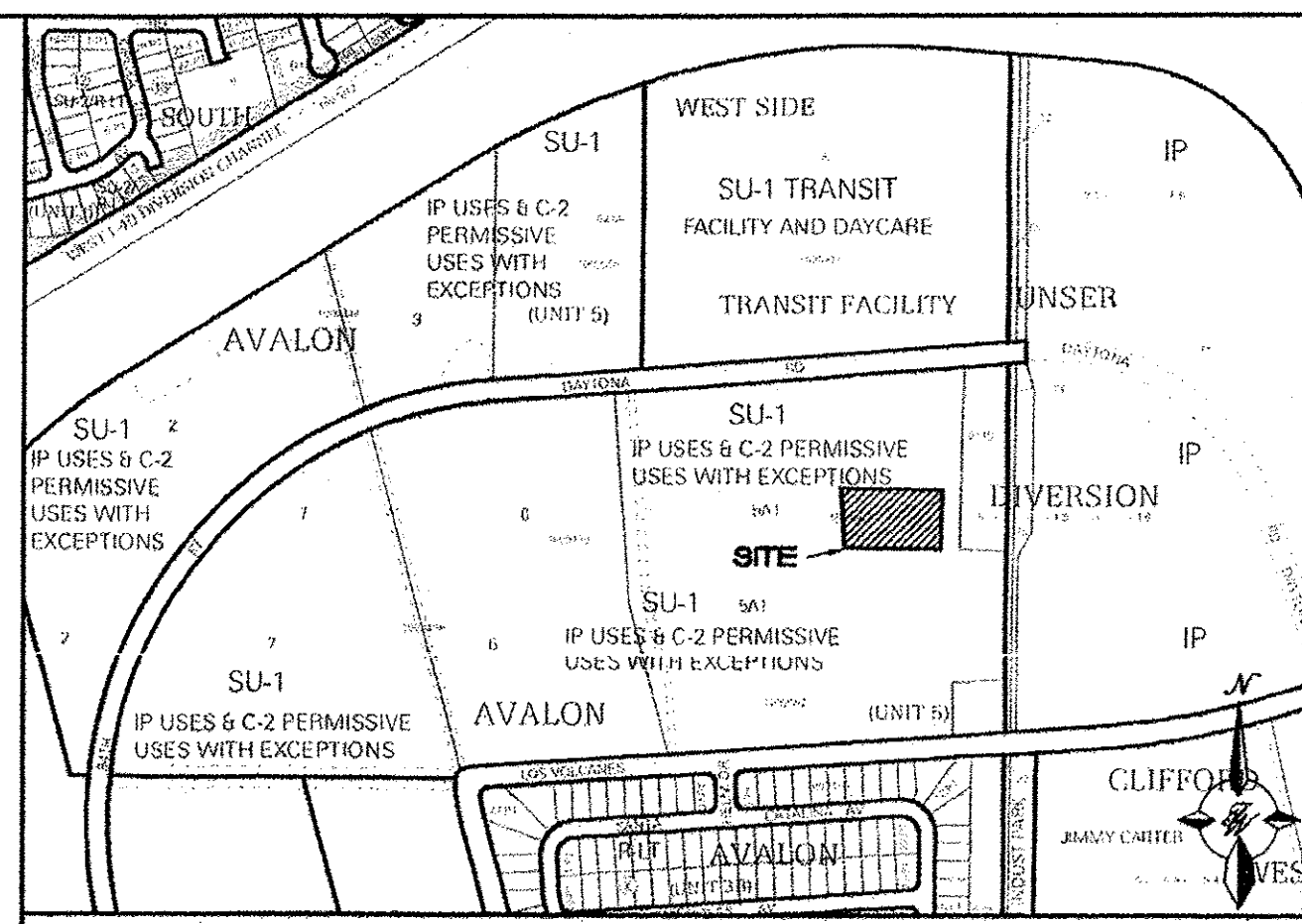
LIMITS OF CONSTRUCTION/GRADING SEE DETAILED GRADING ON SHEET C-2A

POSSIBLE FUTURE OUTFALL CONNECTION



**LEGEND**

---	CURB & GUTTER
---	BOUNDARY LINE
---	EASEMENT
---	CENTERLINE
---	BUILDING
---	SIDEWALK
---	CONTOUR MAJOR
---	CONTOUR MINOR
x 5048.25	SPOT ELEVATION
---	FLOW ARROW
---	EXISTING CURB & GUTTER
---	EXISTING BOUNDARY LINE
---	EXISTING CONTOUR MAJOR
---	EXISTING CONTOUR MINOR
x 5048.25	EXISTING SPOT ELEVATION
---	RIP-RAP



**HYDROLOGY**

The FedEx Ground facility located off Daytona Rd. west of Unser Blvd was completed in February of 2016. The original approved grading and drainage plan (dated 10/20/14, K09D026A) included an onsite private detention pond (Basin P-5) with an outfall to the Unser Diversion system with a maximum flow rate allowed equal to 10 cfs. The detention pond was also constructed to hold the first flush volume for all impervious areas within the entire FedEx development, including the addition of this fueling island. No increase to the detention pond volume is required. Basin A-11 of the original report contained a portion of the auto parking lot, an area designated for 'future parking' and an area graded with a desilting pond. The desilting pond in Basin A-11 was not included in the provided volume calculation for the entire site. It was meant primarily as a means to prevent silt from the 'future parking' area from running onto the paved surface.

This desilting pond will be relocated to the north to allow for the proposed placement of a fueling island in this location. The area for the fueling island will take up a portion of what was shown on the original plan as 'future parking'. The area of impervious paving, which was accounted for in the original report will not increase as a result of this change and the runoff to the detention pond and the maximum flow rate out to the Unser Diversion System will not change.

This desilting pond will also accept flow from the parking area at the fuel islands which will first be routed through a stramceptor. If in the future the pond is removed the stormceptor outfall drain can be extended to tie to the area drainage inlet located southeast of the fueling area in an existing landscaped area (labeled 'possible future outfall connection' on this drawing).

**Pipe Capacity Check**

D (in)	Slope (%)	Area (ft <sup>2</sup> )	R	Q Provided (cfs)	Velocity (ft/s)	Q Required (cfs)
6	0.685	0.20	0.125	0.47	2.39	0.29

Manning's Equation:  
 $Q = 1.49h^1.48 \cdot A \cdot R^{2/3} \cdot S^{1/2}$   
A = Area  
R = D/4  
S = Slope  
n = 0.013

**Weighted E Method**

**Zone #1**

Off Site Basins

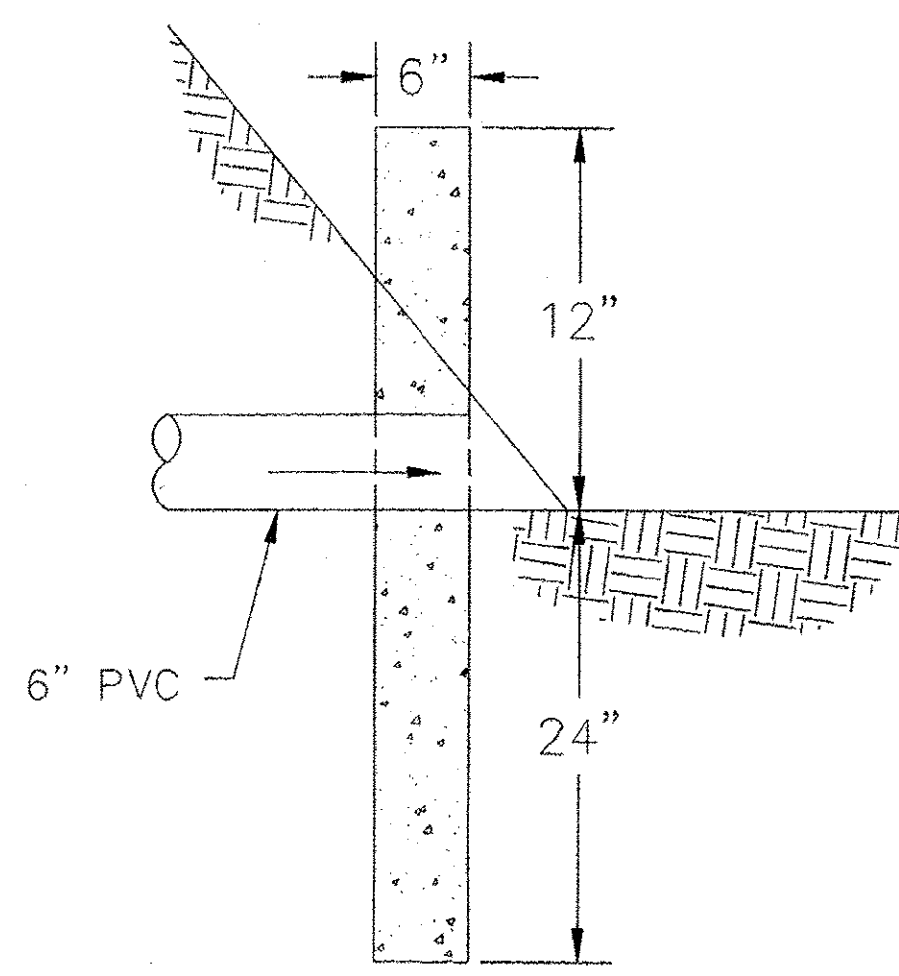
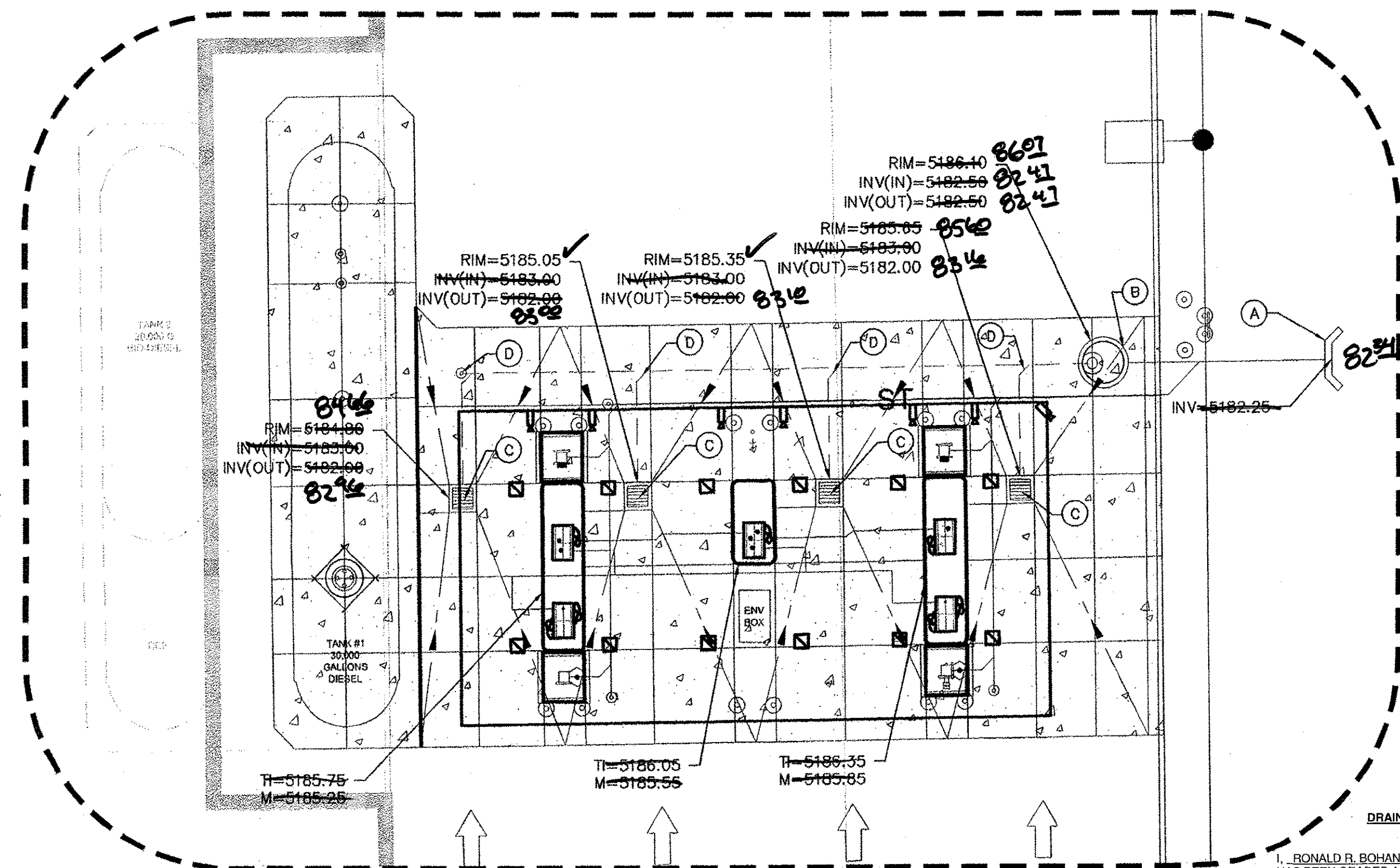
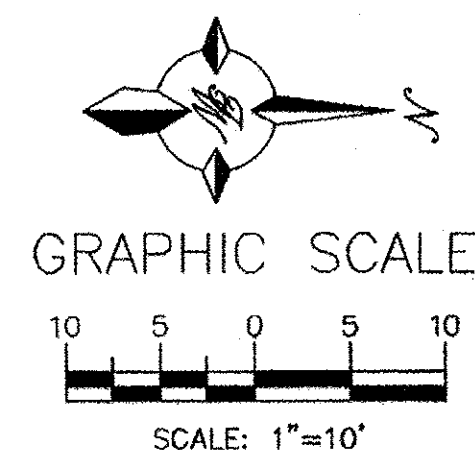
Basin	Area (sf)	Area (acres)	Area (sq miles)	Treatment A %	Treatment A (acres)	Treatment B %	Treatment B (acres)	Treatment C %	Treatment C (acres)	Treatment D %	Treatment D (acres)	Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs
A-11 Exist	129,032	2.962	0.00463	0%	0	0%	0.000	25%	0.74	75%	2.22	1.725	0.426	11.83
A-11 Revised	129,032	2.962	0.00463	0%	0	0%	0.000	28%	0.83	72%	2.13	1.696	0.419	11.70
Fueling Island Apron	2,860	0.066	0.00010	0%	0	0%	0.000	0%	0.00	100%	0.07	1.970	0.011	0.29

**Equations:**  
Weighted E =  $E_a \cdot A_a + E_b \cdot A_b + E_c \cdot A_c + E_d \cdot A_d$  / (Total Area)  
Volume = Weighted E \* Total Area  
Flow =  $Q_a \cdot A_a + Q_b \cdot A_b + Q_c \cdot A_c + Q_d \cdot A_d$

**FIRST FLUSH PONDING**  
Overall site impervious area=565,385sf  
First Flush pond volume required=16,019ft<sup>3</sup>  
Pond Bottom=5159.00; 10,906ft<sup>2</sup>=Area  
Pond Outfall=5160.50; 13,167ft<sup>2</sup>=Area  
First Flush Volume=18,055ft<sup>3</sup>>Required

	<b>FEDEX GROUND</b> <b>ALBUQUERQUE, NM</b>	DRAWN BY LA
	<b>OVERALL GRADING</b> <b>AND DRAINAGE PLAN</b>	DATE 05/22/2018
	<b>TERRA WEST, LLC</b> 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 856-3100 www.tierrawestllc.com	2018025-BASE-GR
	SHEET # <b>C-2</b>	JOB # 2018025





CONCRETE HEADWALL  
DETAIL

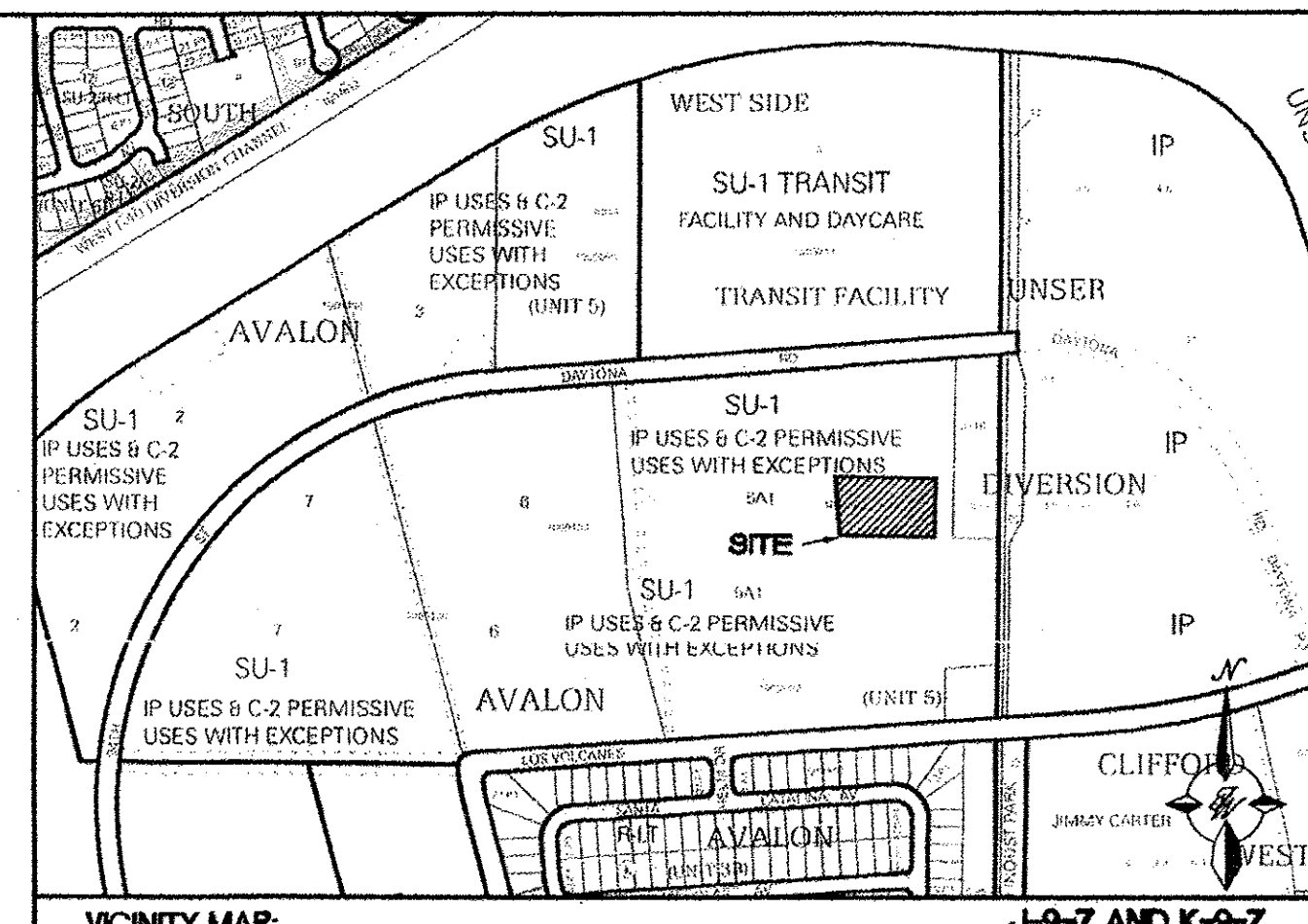
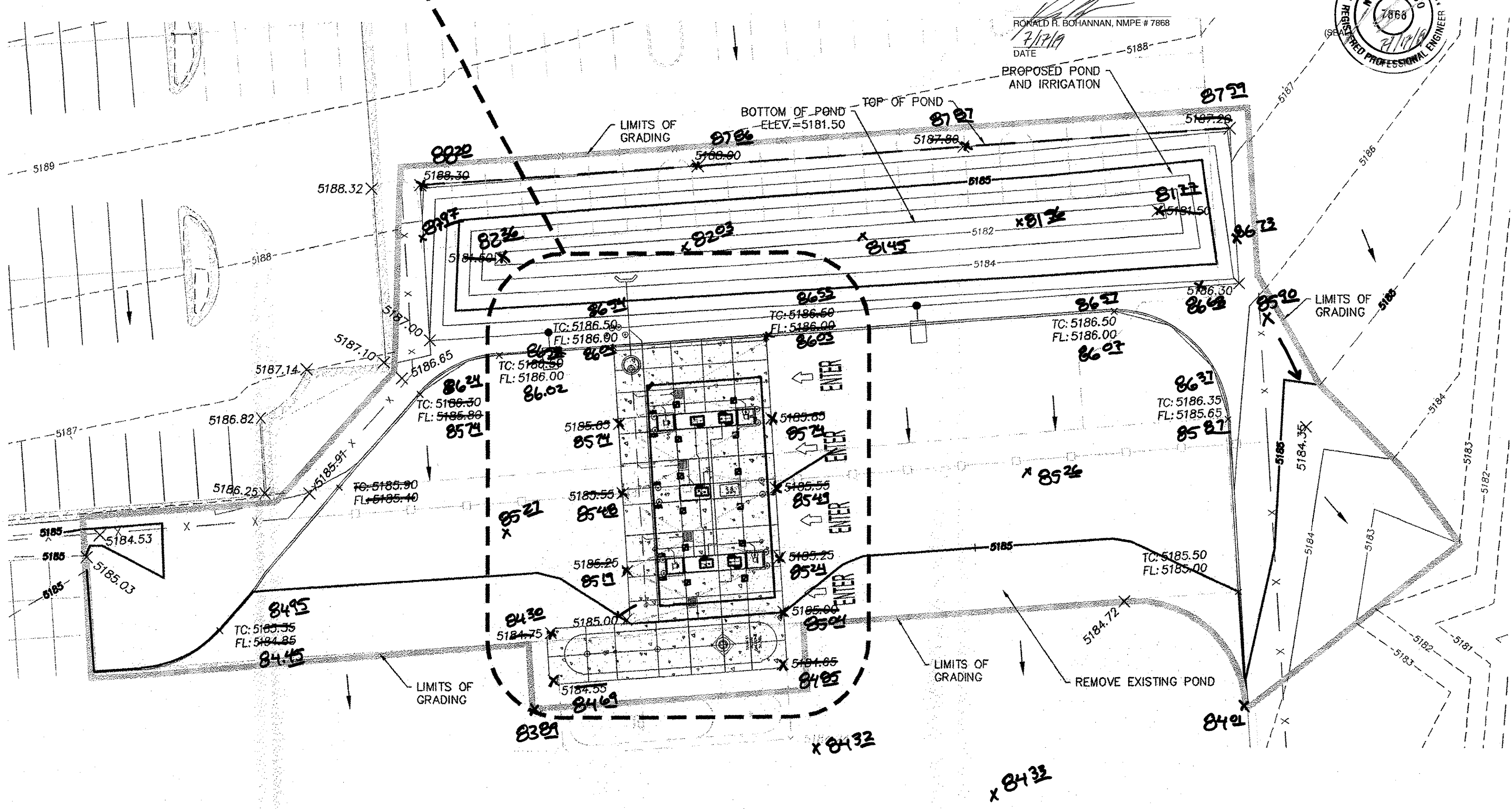
DRAINAGE CERTIFICATION WITH SURVEY WORK DONE BY PROFESSIONAL SURVEYOR

I, RONALD R. BOHANNAN, NMPE # 7868, OF THE FIRM, TIERRA WEST, LLC, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 7/18/18. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY SALVADOR L. VIGIL, NMPS # 10888, OF THE FIRM, LSC SURVEYS, LLC. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON 7/18/18 AND HAVE DETERMINED BY VISUAL INSPECTION THAT THE SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR PERMANENT CERTIFICATE OF OCCUPANCY.

EXCEPTIONS:  
NONE TAKEN

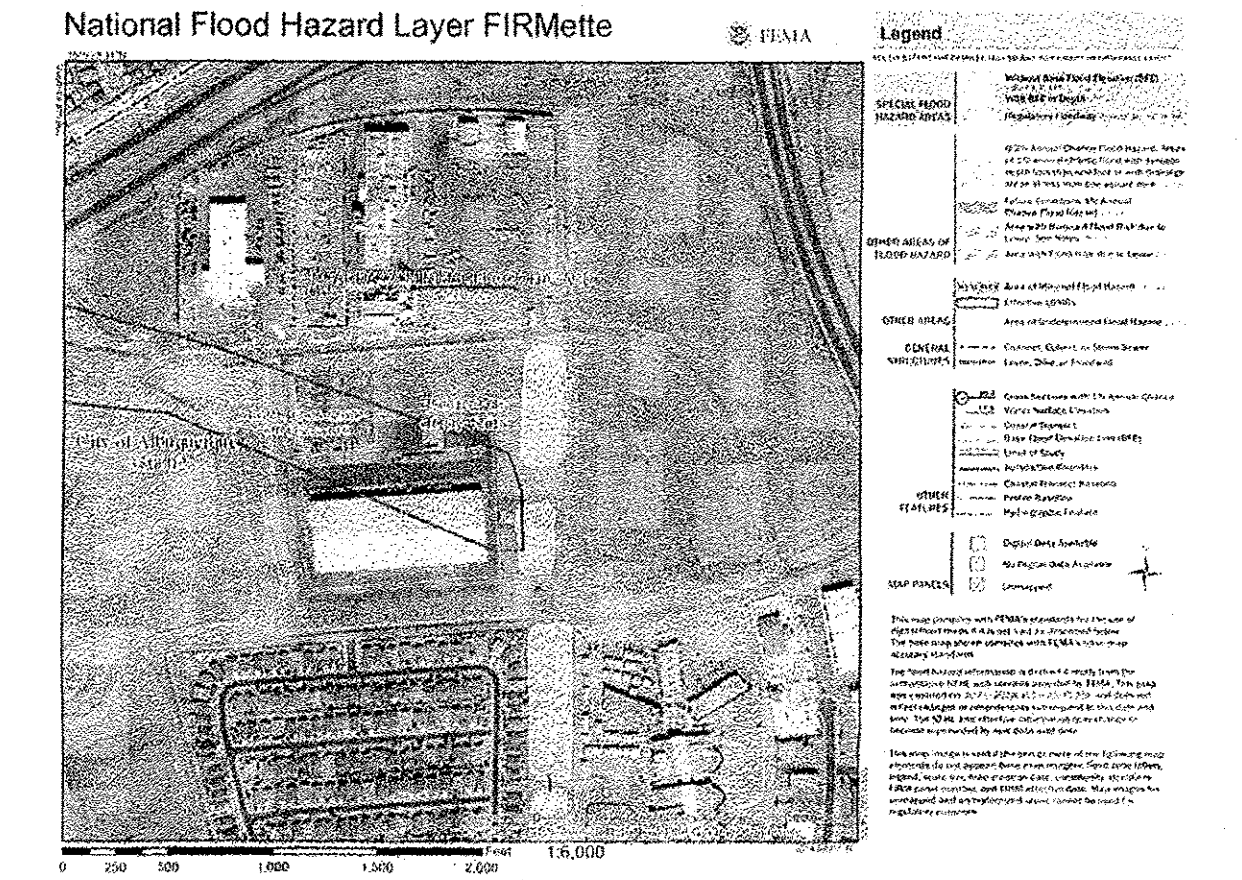
THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND IS INTENDED ONLY TO VERY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF THE INFORMATION BEFORE USING IT FOR ANY OTHER PURPOSE.

RONALD R. BOHANNAN, NMPE # 7868  
DATE 7/18/18  
PROFESSIONAL ENGINEER



VICINITY MAP:

J-9-Z AND K-9-Z



FIRM MAP:

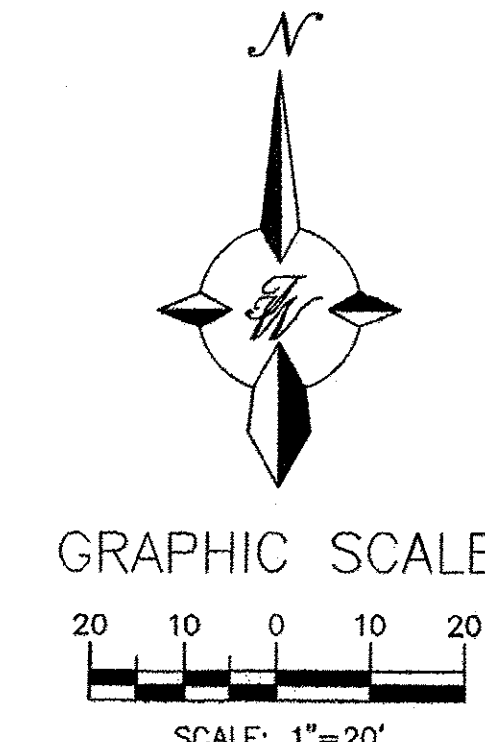
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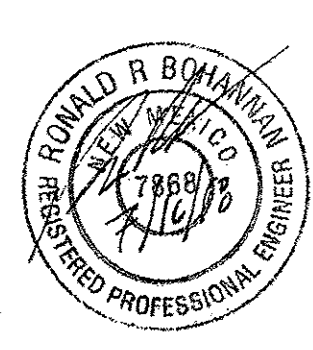

KEYED NOTES

- (A) HEAD WALL
- (B) STORM INTERCEPTOR (STORMCEPTOR MODEL STC 450I, SINGLE INLET, IN-LINE, TOTAL STORAGE VOLUME=470GAL, HYDROCARBON STORAGE CAPACITY=86GAL, MAXIMUM SEDIMENT CAPACITY=46FT<sup>3</sup>)
- (C) CONC. AREA INLET (2'x2' W/TRAFFIC RATED GRATES)
- (D) 6" PVC STORM DRAIN @ 0.69% SLOPE (TYP.)

LEGEND

- CURB & GUTTER
- CONCRETE SLAB
- SPOT ELEVATION
- FLOW ARROW
- EXISTING CURB & GUTTER
- EXISTING BOUNDARY LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING SPOT ELEVATION
- RIP-RAP
- TI TOP OF ISLAND
- M TOP OF CONCRETE MAT



ENGINEER'S SEAL  RONALD R. BOHANNAN P.E. #7868	FEDEX GROUND ALBUQUERQUE, NM DETAIL GRADING PLAN	DRAWN BY LA
		DATE 7/5/2018
 TIERRA WEST, LLC 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.tierrawestllc.com	2018025-BASE-GR	SHEET # C-2A
		JOB # 2018025

### DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between 2500 BATES, a California limited partnership ("Owner"), whose address is 4080 MALLARD DRIVE, CONCORD CA 94520 and whose telephone number is (925) 689-8390 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. Owner is the current owner of certain real property described as: TRACT 5-A-1 AVALON SUBDIVISION UNIT 5, RECORDED ON 7/24/14, BOOK 2014C, PAGE 74 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 ("Drainage Facility") 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 Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. K09D026C – EXISTING STORM DRAIN DETENTION POND WITH FIRST FLUSH RETENTION VOLUME.

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 the 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 portion of the Property necessary, in order to access the Drainage Facility 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 thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform.



The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. 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.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

2500 BATES, A CALIFORNIA LIMITED PARTNERSHIP  
4080 MALLARD DRIVE  
CONCORD CA 94520

Notice may be given to the Owner either in person or by mailing the Notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested, to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant 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 set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. Entire Agreement. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

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

16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.



**OWNER:**

By: \_\_\_\_\_

Name: Silvio Garaventa

Title: General Manager

Dated: 7/15/2019

**CITY OF ALBUQUERQUE:**

By: \_\_\_\_\_

Shahab Biazar, P.E., City engineer

Dated: 7/29/19

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

*See Attached*

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_ (name of person signing permit),  
\_\_\_\_\_ (title of person signing permit) of  
\_\_\_\_\_ (Owner).

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

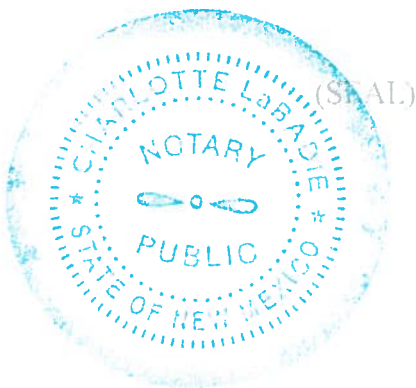
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COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 29<sup>th</sup> day of July, 2019, 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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

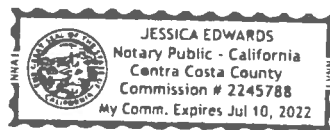
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Contra Costa )  
 On July 15, 2019 before me, Jessica Edwards - Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Silvio Garaventa  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica Edwards  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Drainage Covenant Document Date: \_\_\_\_\_  
 Number of Pages: 5 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



**TRACT 5**  
1,008,268.6 S  
(23.1460 AC)F

**STORM DRAIN DETENTION POND W/FIRST FLUSH VOLUME**

**POND LIMITS**

**First Flush Ponding**  
Overall Site Impervious Area = 565,385SF  
First Flush Pond Volume Required = 16,019FT<sup>3</sup>  
Pond Bottom = 5159.00; 10,906FT<sup>2</sup> = Area  
Pond Outfall = 5160.50; 13,167FT<sup>2</sup> = Area  
First Flush Volume = 18,055FT<sup>3</sup> Required

**VICINITY MAP: J-9-Z AND K-9-Z**

**GRAPHIC SCALE**  
1 inch = 100 ft

**LOS VOLCANES RD NW**

OVERALL SITE IMPERVIOUS  
AREA=565,385SF  
FIRST FLUSH POND VOLUME  
REQUIRED=16.019FT<sup>3</sup>

POND BOTTOM=5159.00; 10,906FT<sup>2</sup>=AREA  
POND OUTFALL=5160.50; 13,167FT<sup>2</sup>=AREA  
FIRST FLUSH VOLUME=18,055FT<sup>3</sup>>REQUIRED