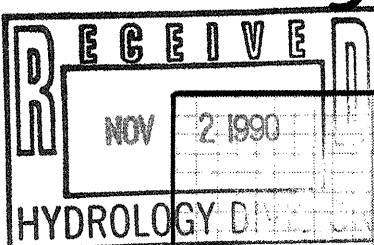


D. MARK GOODWIN & ASSOC.  
CONSULTING ENGINEERS

JOB RidgeCrest  
SUBJECT Drainage  
JOB NO. \_\_\_\_\_ SHEET 1 OF \_\_\_\_\_  
BY MG DATE 10/9/90  
CHECKED \_\_\_\_\_ DATE \_\_\_\_\_



We need to determine  $Q_{100}$  from drainage basin then size a conveyance system.

From field review & 1" = 200' orthophoto

→ D.A. = 21.23 Ac

Site lies just between Carlisle & San Mateo

→  $R_{100} = 2.3$  in.

Determining  $T_C$ :

Length  $L = 1850'$

Slope = 2 1/2 %

$$T_C = 0.0078 \frac{(1850)^{.77}}{(.025)^{.385}} = 11 \text{ min.}$$

$$\text{Rainfall Intensity } I_{100} = (2.3)(6.84)(11)^{-.51} = 4.72 \text{ in/hr}$$

Runoff Coefficient = .75 old area, heavy landscaping, several small park areas

$$Q_{100} = CIA = .75(4.72)(21.23) = \underline{\underline{75 \text{ cfs}}}$$

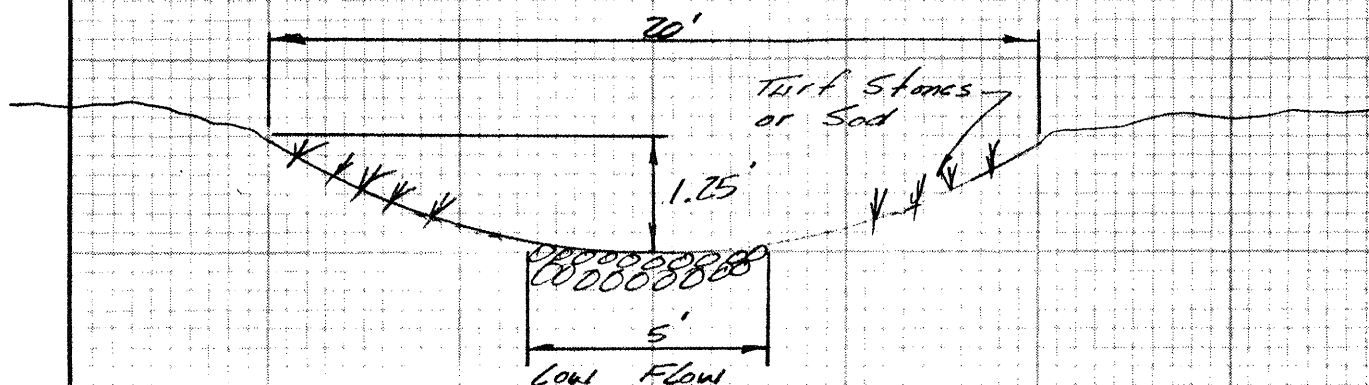


D. MARK GOODWIN & ASSOC.  
CONSULTING ENGINEERS

JOB Ridgecrest  
SUBJECT Drainage  
JOB NO. \_\_\_\_\_ SHEET 4 OF \_\_\_\_\_  
BY MG DATE 10/9/90  
CHECKED \_\_\_\_\_ DATE \_\_\_\_\_

We now need to size a conveyance system for the 75 cfs to pass the flows through. Since this system runs right through this front yard, we need to utilize a somewhat aesthetic structure.

### Loose Rock Lined Swale



Composite  $n = 0.03$  (.025 for Sod; .040 Rock)

$S = 0.007\%$

$Q_{MAX} = 75 \text{ cfs}$

From Mannings  $\Rightarrow d = 1.15'$  Vel = 4.43 fps

91061944

Contract Control # 92 000 96  
Project # 4172.90

0002525

CONTRACT COVER PAGE  
FOR ALL  
DEVELOPMENT PROCESS CONTRACTS/AGREEMENTS  
ENGINEERING GROUP/PUBLIC WORKS DEPARTMENT

*Hy Dro*

I. CONTRACT INFORMATION:

- A. TYPE OF AGREEMENT: DRAINAGE COVENANT  
(and is it new/renewal/extension/change order?) N/A
- B. RFP NO./DATE RFP OPENED/DATE RFP APPROVED AND BY WHOM N/A
- C. SELECTION ADVISORY COMMITTEE RECOMMEND DATE N/A
- D. PARTIES: CITY and Robert & Cynthia Gallegos  
(name of contracting party)
- (name type of legal entity)
- E. PROJECT, EVENT OR PURPOSE: Drainage Swale & Improvements
- F. CONTRACT AMOUNT: N/A  
(and is amount due city or does city pay? If amount due City, add Treasury office to distribution.)
- G. CONTRACT TERMS, INCLUDING AMOUNT OF PAYMENTS N/A
- H. CONTRACT DATES: N/A
- I. FEDERAL TAX NUMBER: N/A
- J. STATE OF NM TAX NUMBER: N/A
- K. CITY OF ALBQ TAX REGISTRATION NUMBER: N/A

II BUDGET INFORMATION:

- A. ACTIVITY/PROJECT NUMBER: N/A
- B. SOURCE OF FUNDS: N/A

III INSURANCE & BONDS INFORMATION:

- A. INSURANCE AND BONDS REQUIRED: N/A  
(and are all necessary policies/forms attached?)

IV. CAO AND/OR CITY COUNCIL:

- A. TECHNICAL/PROFESSIONAL RFP WAIVED? N/A
- B. ARCHITECTURAL/ENGINEERING EMERGENCY SELECTION? N/A
- CAO'S SIGNATURE OBTAINED ON THE ABOVE? N/A
- C. EC/R NUMBER N/A DATES SUBMITTED N/A & APPROVED N/A

(This is side one of the contract cover page) FOR RECORD

3-18-25

91 JUL 29 PM 3:40

BK BCR 91-13 2525-  
GLADYS M. DAVIS  
CO CLERK & RECORDER 2530  
*Amaly* DEPUTY

1502

## V. ROUTING INFORMATION:

A. ENGINEERING  
 B. CITY ATTORNEY  
 C. USER  
 D. CAO  
 E. USER  
 F. COUNTY-FOR RECORDING (if applicable)  
 G. USER  
 H. CITY CLERK

DATE DELIVERED	APPROVED BY	APPROVAL DATE
7/17/91	RH	7/17/91
7/17	<del>me</del>	7/23/91
<del>07/23/91</del>		

## VI. DISTRIBUTION:

A. ENGINEERING  
 B. CITY CLERK  
 C. DEVELOPER  
 D. FILES  
 E.

DATE DELIVERED

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## VII. PROPERTY DESCRIPTION:

A. DESCRIPTION OF PROPERTY N/A  
 B. SUBDIVISION AND/OR LOCATION Lots 19, 20, 21 & 22 Keystone Addition  
 C. SUBDIVIDER OR DEVELOPER Robert & Cynthia Gallegos  
 D. ADDRESS OR LOCATION OF PROPERTY N/A  
 E. NAME AND ADDRESS OF OWNER/SELLER/LESSOR/GRANTER/ETC.  
4102 Kathryn S.E. Albuquerque NM 87106  
 F. IF APPRAISED, NAME/ADDRESS OR APPRAISER AND BASIC OF  
 APPRAISAL, INCLUDING RELATED VALUES N/A  
 G. IF TITLE SEARCH, NAME AND ADDRESS OF TITLE COMPANY N/A  
 H. EASEMENTS OR ENCROACHMENTS (& ARE THEY CITY OR OTHER?) City  
 I. RESTRICTIONS N/A  
 J. IF PROPERTY BEING SOLD, DATES DETERMINED NON-ESSENTIAL FOR MUNICIPAL  
 PURPOSES N/A  
 K. SUBDIVISION IMPROVEMENT/SIDEWALK VARIANCE:  
 INFRASTRUCTURE TO BE CONSTRUCTED Drainage Swales

(This is side two of the contract cover page)

7200076

0002527

DRAINAGE COVENANT

This Drainage Covenant, between Robert and Cynthia Gallegos ("Owner"), whose address is 4102 Kathryn S.E., Albuquerque, NM 87106, 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: Lots 19, 20, 21 & 22 Keystone Addition  
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. 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 standards, plans and specifications approved by the City pursuant to Drainage File No. L17/D18:  
Drainage swale & miscellaneous improvements

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.

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

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 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:

4102 Kathryn S.E.

Albuquerque, NM 87106

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.

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

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 the Owner's Property until released by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes 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.

18. Design and Construction Standards. The Owner acknowledges that while prudent engineering principals have been applied, the design and construction of the Drainage Facility covered herein does not meet all requirements set forth in the City of Albuquerque's Development Process Manual. Since the Owner agrees to maintain the Drainage Facility, the City will grant a design and construction variance. Owner further agrees that the Drainage Facility shall be maintained so as not to constitute a hazard to public or private property or persons.

OWNER:

By:

Its:

Dated:

Owners

July 12, 1991

STATE OF New MexicoCOUNTY OF Bernalillo

OFFICIAL SEAL

BARBARA GOODWIN

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 10-1-94

The foregoing instrument was acknowledged before me this 12th day of July, 199 1, by [name of person] Robert & Cynthia Gallegos, [title or capacity, i.e., "president" or "owner"] owners, of [subdivider] lots 19, 20, 21 & 22 Keystone Addition.

My Commission Expires:

10-1-94

Barbara Goodwin  
Notary Public

CITY OF ALBUQUERQUE:

Approved:

By:

Title:

Dated:

CITY ENGINEER7-15-91

(EXHIBIT A ATTACHED)

## DRAINAGE INFORMATION SHEET

PROJECT TITLE: Ridgecrest ZONE ATLAS/DRNG. FILE #: L-17/D18  
LEGAL DESCRIPTION: Lots 19 and 20, Keystone Addition  
CITY ADDRESS: 4201 Kathryn SE  
ENGINEERING FIRM: D. MARK GOODWIN AND ASSOCIATES, PA CONTACT: Mark Goodwin  
ADDRESS: PO Box 90606 PHONE: 828-2200  
Albuquerque, NM 87199  
OWNER: Robert Gallegos CONTACT: same  
3005 Santa Clara SE  
ADDRESS: Albuquerque, NM 87106 PHONE: 255-6740  
ARCHITECT: n/a CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
SURVEYOR: D. MARK GOODWIN AND ASSOCIATES, PA CONTACT: Richard A. Borge1  
PO Box 90606  
ADDRESS: Albuquerque, NM 87199 PHONE: 828-2200  
CONTRACTOR: n/a CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## PRE-DESIGN MEETING:

    YES  
XX NO  
    COPY OF CONFERENCE RECAP  
SHEET PROVIDED

DRB NO. \_\_\_\_\_  
EPC NO. \_\_\_\_\_  
PROJ. NO. 4172.90

## TYPE OF SUBMITTAL:

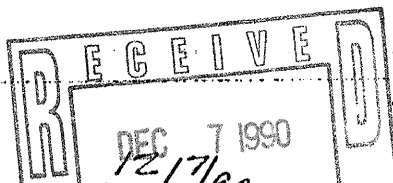
    DRAINAGE REPORT  
XX DRAINAGE PLAN  
    CONCEPTUAL GRADING & DRAINAGE PLAN  
XX GRADING PLAN  
    EROSION CONTROL PLAN  
    ENGINEER'S CERTIFICATION

## CHECK TYPE OF APPROVAL SOUGHT:

    SKETCH PLAT APPROVAL  
XX PRELIMINARY PLAT APPROVAL  
    SITE DEVELOPMENT PLAN APPROVAL  
    FINAL PLAT APPROVAL  
    BUILDING PERMIT APPROVAL  
    FOUNDATION PERMIT APPROVAL  
    CERTIFICATE OF OCCUPANCY APPROVAL  
    ROUGH GRADING PERMIT APPROVAL  
    GRADING/PAVING PERMIT APPROVAL  
    OTHER \_\_\_\_\_ (SPECIFY)

DATE SUBMITTED:

BY:

Mark Goodwin, P.E.





# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 17, 1990

Mark Goodwin, P.E.  
D. Mark Goodwin & Associates, P.A.  
Post Office Box 90606  
Albuquerque, New Mexico 87199

RE: DRAINAGE PLAN FOR LOW FLOW CHANNEL BETWEEN LOTS 19 AND 20, KEYSTONE  
ADDITION, (L-17/D18), ENGINEER'S STAMP DATED DECEMBER 3, 1990

Dear Mr. Goodwin:

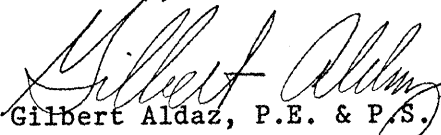
Based on the information received December 7, 1990, the referenced plan is  
approved for Preliminary Plat.

Prior to approval of the Preliminary Plat by DRB, an infrastructure list must  
be submitted and approved for the required drainage improvements.

Please be advised that prior to Work Order or Final Plat approval, an executed  
Drainage Covenant must be accepted by City Legal.

If you should have any questions, please don't hesitate to call me at 768-2650.

Cordially,

  
Gilbert Aldaz, P.E. & P.S.  
Civil Engineer/Hydrology

GA  
wp+2298

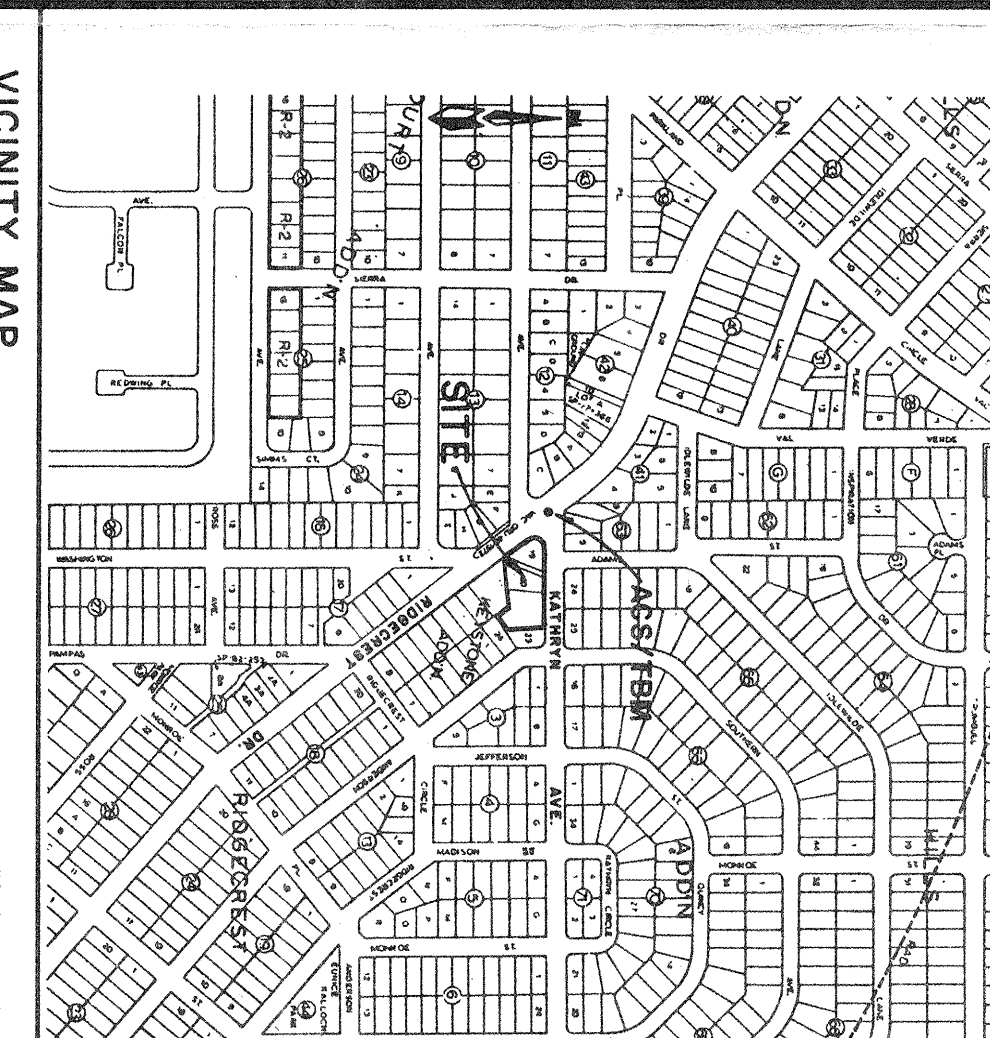
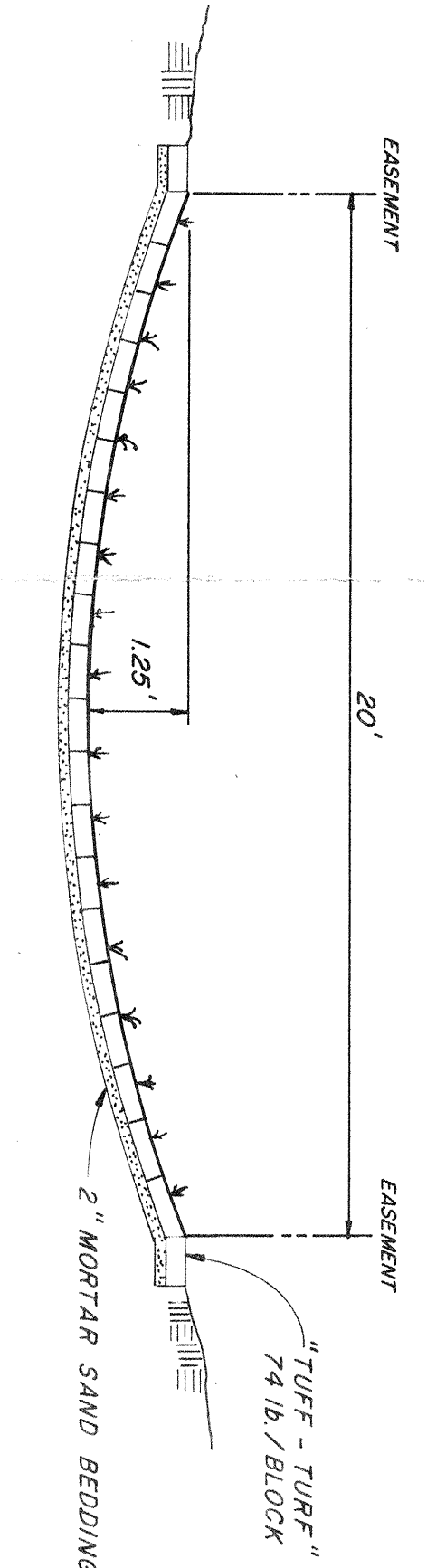
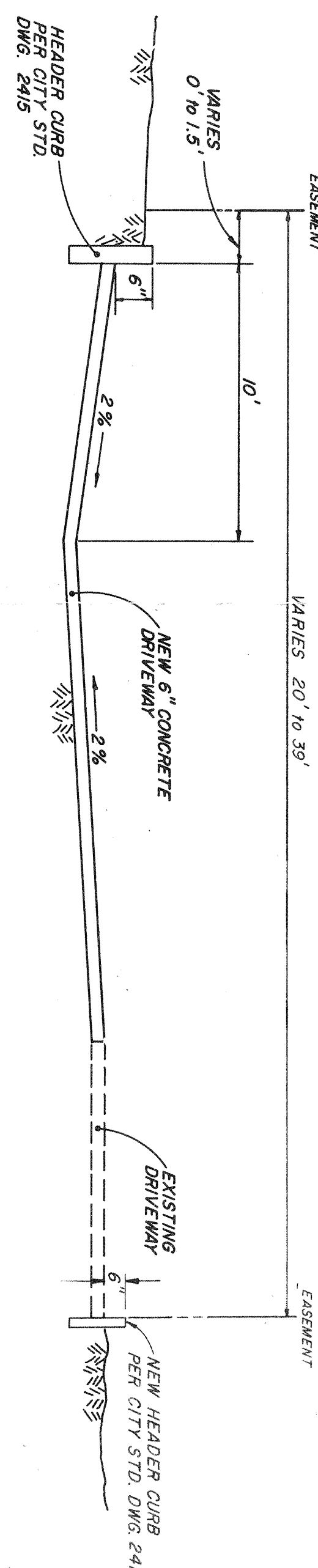
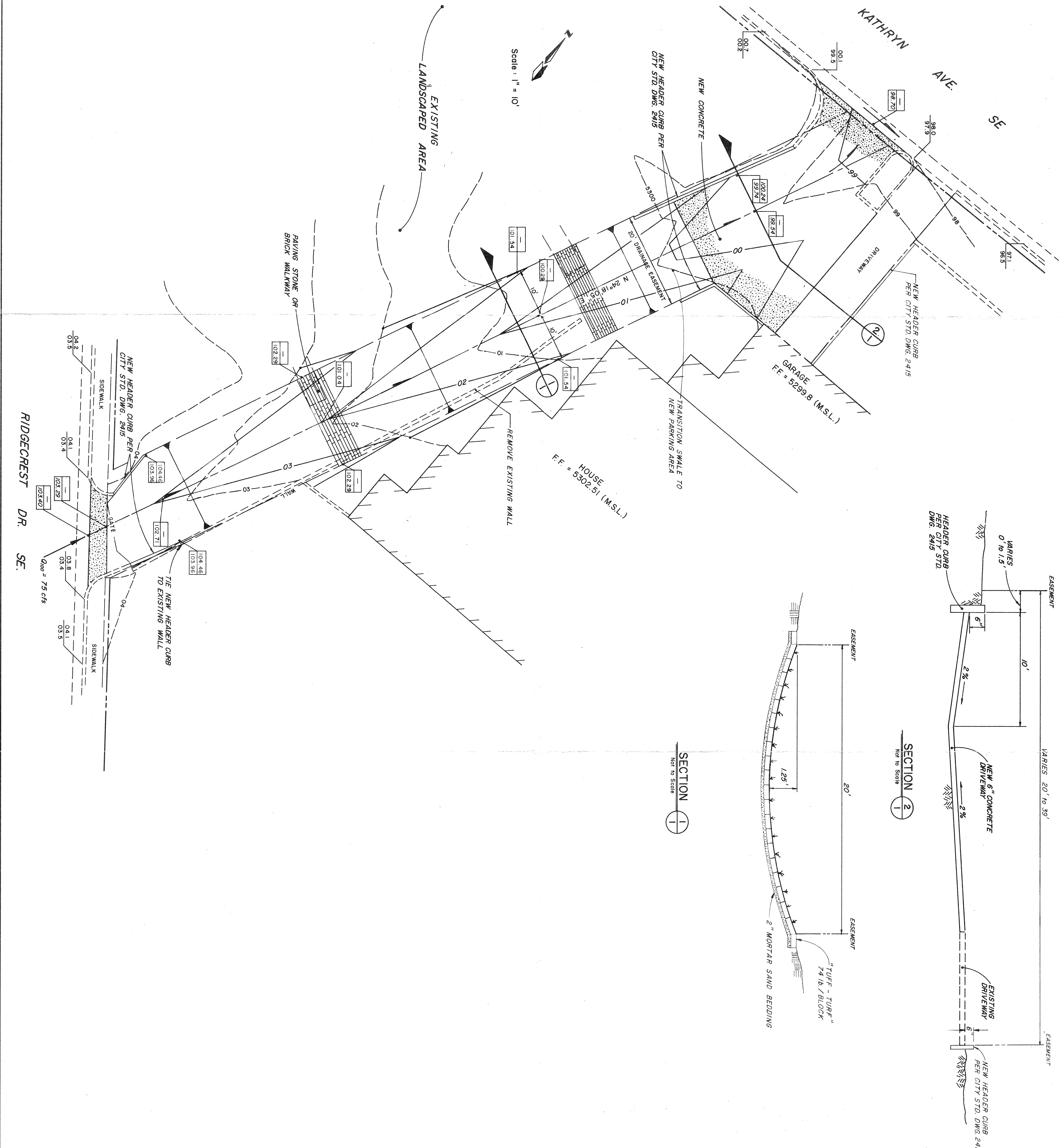
PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.  
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER



LEGAL DESCRIPTION

LOTS 19, 20, 21 & 22, KEYSTONE ADDITION, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO.

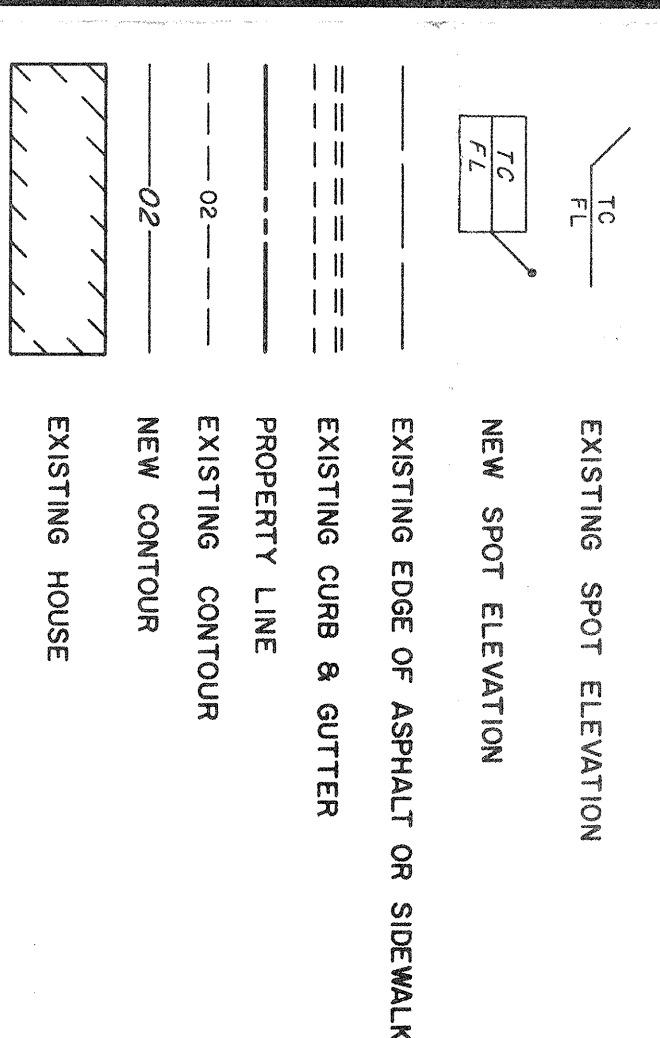
ACS BENCHMARK

LOCATED AT THE INTERSECTION OF RIDGECREST DR. AND KATHRYN AVE. SE. THE STATION IS 3 1/4" ALUMINUM CAP SET IN CONCRETE FLUSH WITH THE PAVEMENT.

TBM (TEMPORARY BENCHMARK)

SAME AS ACS BENCHMARK.

LEGEND



GENERAL NOTES

1. SITE DOES NOT LIE IN A 100 YEAR FLOOD PLAIN.
2. OFF-SITE FLOWS FROM 21 AC. WATERSHED ENTER SITE FROM RIDGECREST DR.
3. ALL ELEVATIONS ARE MEAN SEA LEVEL - M.S.L.
4. TOPOGRAPHIC SURVEY PERFORMED OCTOBER 9, 1990.
5. ADD 5200 TO ALL SPOT ELEVATIONS.
6. DURING CONSTRUCTION OF SWALE AND DRIVEWAY, CONTRACTOR SHALL NOT BLOCK FLOW PATH OR IMPEDE RUNOFF.
7. CONTRACTOR SHALL SUBMIT TO THE CONSTRUCTION COORDINATION DIVISION (CDD) A CONSTRUCTION COORDINATION PLAN (CCP) PRIOR TO THE CONSTRUCTION COORDINATION DIVISION (CDD) REVIEW. THE CONSTRUCTION COORDINATION DIVISION (CDD) SHALL REVIEW THE CCP AND APPROVE IT PRIOR TO THE CONSTRUCTION COORDINATION DIVISION (CDD) REVIEW. THE CONSTRUCTION COORDINATION DIVISION (CDD) SHALL REVIEW THE CCP AND APPROVE IT PRIOR TO THE CONSTRUCTION COORDINATION DIVISION (CDD) REVIEW.

D. MARK GOODWIN & ASSOCIATES, P.A.  
CONSULTING ENGINEERS & SURVEYORS  
P.O. BOX 90608  
ALBUQUERQUE, NEW MEXICO 87199  
(505) 528-2200

CITY OF ALBUQUERQUE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING GROUP

TITLE: 4102 KATHRYN SE  
GRADING & DRAINAGE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
DRC CHAIRMAN			WATER		
TRANSPORTATION			WASTE WATER		
HYDROLOGY					

PROJECT NO. 4172.90 MAP NO. L17 SHEET 1 OF 1

AS BUILT INFORMATION	
CONTRACTOR	DATE
WORK STAKED BY	DATE
INSPECTOR'S ACCEPTANCE BY	DATE
FIELD VERIFICATION BY	DATE
DRAWINGS CORRECTED BY	DATE
MICRO-FILM INFORMATION	
RECORDED BY	DATE
NO.	

BENCH MARKS		
ACS 16-L 17, 1984		
LOCATED AT THE INTERSECTION OF RIDGECREST DR. & KATHRYN AVE. SE. THE STATION IS 3 1/4" ALUMINUM CAP SET IN CONCRETE FLUSH WITH THE PAVEMENT.		
X = 396854.09 Y = 1479276.33 Z = 5306.96 ft.		

SURVEY INFORMATION		
FIELD NOTES		
NO.	BY	DATE

ENGINEER'S SEAL  
D. MARK GOODWIN  
CONSULTING ENGINEERS & SURVEYORS  
12/3/90

REVISIONS	
NO.	DATE
DESIGNED BY DMG	DATE 10/90
DRAWN BY M.L.M.	DATE 10/90
CHECKED BY DMG	DATE 10/90