
Meeting Date: June 22, 2016

Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: C-16-14 – Service Connection Agreement for Water and Sewer Service with Guardian Storage II, LLC at 5718 Summer Ridge Rd. NW

ACTION: Recommend Approval

SUMMARY:

Guardian Storage II, LLC desires to connect to existing water and wastewater infrastructure located at 5718 Summer Ridge Rd. NW. The property is currently undeveloped land, located along the east side of Unser Blvd., south of Summer Ridge Rd. The proposed development is self-contained, climate controlled storage building. The development is located outside of the Water Authority's Service Area, but within the City of Albuquerque. No additional infrastructure requirements are needed to provide water and wastewater service to this property other than a service agreement approved by the Water Authority Board.

As a condition of service, the owner will be required to:

- Comply with the ordinances, resolutions, plans, and regulations of the Water Authority
- Obtain concurrent water and wastewater service
- Pay the Utility Expansion Charge (UEC) at the rates that are imposed at the time of a service connection
- Pay the Water Supply Charge

FISCAL IMPACT:

None

**SERVICE CONNECTION
AGREEMENT**

Guardian Storage II, LLC
7501 Holly Ave NE
Albuquerque, NM 87113

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision ("Water Authority") and Guardian Storage II, LLC, whose address is 7501 Holly Ave NE Albuquerque, NM 87113, agree as follows:

1. Recitals

- A. Guardian Storage II, LLC ("Owner") is the owner of 5718 Summer Ridge Rd. NW Albuquerque, NM 87114 (Legal Description: Tract E Village Center North Subdivision) ("Property"), more particularly described and as shown in the Serviceability Statement for the Property. The Serviceability Statement for the Property reflecting request for service referred to in this Agreement is attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The property is located outside the Water Authority's Service Area within the region previously serviced by NMUI.
- C. The Owner desires to connect to existing water and waste water infrastructure with a 1" water service, 3-6" fire lines and a 6" sanitary sewer service.
- D. Water service to the Property will be taken from the existing 8" waterline along Summer Ridge Rd. The fire lines will connect to the existing 8" waterline along Summer Ridge Rd. and the existing 8" waterline in Pinnacle Peak. Wastewater service to the Property will tie into the existing 12" line in Summer Ridge. Installation of services shall be performed under the standard tapping permit and/or mini-work order process.
- E. All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development.

2. Service

- A. The Owner shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require concurrent sewer service connection to the Water Authority's wastewater system.
- B. The Owner shall pay Utility Expansion Charges ("UECs") at the rates that

are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.

C. The Owner shall pay all outstanding Pro Rata assessments in full at the time of service application.

D. Pursuant to Water Authority Resolution No. R-05-13, The Owner agrees that it shall incorporate water conservation guidelines that shall achieve water usage of seventy-five (75) gallons per capita per day.

3. Termination. If construction of the Connection to the waterline and sanitary sewer modifications by The Owner has not been completed and accepted by the Water Authority within seven (7) year of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and The Owner shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.

4. Indemnification. The Owner will indemnify and hold harmless the Water Authority and its officials, agents, and employees from any claims, actions, suits, or other proceedings arising from the acts or omissions of The Owner, its agents, representatives, contractors, or subcontractors, or arising from the failure of The Owner, its agents, representatives, contractors, or subcontractors to perform any act or duty required of The Owner herein. The indemnification by The Owner will not extend to the negligent acts of the Water Authority.

5. Representations and Warranties of the Owner. The Owner represents and warrants that:

A. The Owner is validly existing under the laws of the State of New Mexico.

B. The Owner has all the requisite power and authority to enter into this Agreement and bind The Owner under the terms of the Agreement; and

C. The undersigned officer of The Owner is fully authorized to execute this Agreement on behalf of The Owner.

6. Notices. Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited in the United States Mail postage prepaid addressed:

If to the Water Authority:
Mark S. Sanchez
Executive Director
Albuquerque Bernalillo County
Water Utility Authority
One Civic Plaza, Room 5012
Albuquerque, New Mexico 87102

If to the Owner:
Paul D. Hedges

Guardian Storage II, LLC
7501 Holly Ave NE
Albuquerque, NM 87113

7. **Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Owner.
8. **Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and The Owner and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.
9. **Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.
10. **Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.
11. **Effective Date.** The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County
Water Utility Authority**

Owner

By: _____
Mark S. Sanchez
Executive Director

By: _____
Paul D. Hedges
Managing Member

Date: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, by _____ [name] _____, [title] of _____, [company name], a _____ [type of entity], on behalf of said company.

—

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this ____ day of _____, by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico, on behalf of said political subdivision.

—

My Commission Expires:

Notary Public

May 23, 2016

Chair

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City of Albuquerque
Councilor, District 8

Vice Chair

Art De La Cruz
County of Bernalillo
Commissioner, District 2

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City of Albuquerque
Mayor

Pat Davis
City of Albuquerque
Councilor, District 6

Maggie Hart Stebbins
County of Bernalillo
Commissioner, District 3

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Ken Sanchez
City of Albuquerque
Councilor, District 1

Ex-Officio Member
Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Paul Hedges
Guardian Storage
9221 Eagle Ranch Rd. NW
Albuquerque, New Mexico, 87114

RE: Water and Sanitary Sewer Serviceability Statement #160217
Guardian Storage-Unser/Summer Ridge - Unser Blvd. NW
Zone Atlas Map: A-11

Dear Mr. Hedges:

Project Information: The subject site is located on the Southeast corner of Unser Blvd. and Summer Ridge Rd. within city limits. The property consists of approximately 2.6 acres and is currently zoned SU-1 for mixed uses. The property lies within the Pressure Zone 3WR in the Corrales trunk. The request for information indicates plans to develop the site for self-contained, climate controlled storage building with retail and office storage space.

Service Connection Agreement: As this development is outside the existing service area, a Service Connection Agreement must be executed between the owner and the Water Authority. The developer shall coordinate with the Utility Development Section of the Water Authority in order to execute this Service Connection Agreement.

Water Supply Charge: All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WSC shall not be used for reimbursement of master planned facilities.

Existing Conditions: Water infrastructure in the area consists of the following:

- 18 inch PVC transmission main (project #NMUI-019-97) along Unser Blvd.
- Eight inch PVC distribution main (project #26-6579.81-03) along Summer Ridge Rd.
- Eight inch PVC distribution main (project #26-7089.81-04) along Pinnacle Peak Dr.

Sanitary sewer infrastructure in the area consists of the following:

- 12 inch PVC collector line (project #26-6579.81-03) along Summer Ridge Rd.
- Eight inch PVC collector line (project #26-6579.81-03) along Pinnacle Peak Dr.

Water and Sewer Service: New metered water service to the property can be provided via routine connection to the existing eight inch distribution main along Pinnacle Peak Dr. or the existing eight inch distribution main along Summer Ridge Rd. The proposed onsite waterline as shown in the submitted conceptual utility plan is not acceptable. This line serves as a private fire line and shall not connect to the public system at more than one location. This information conflicts with the Fire 1 plan

submitted with the request. The infrastructure shown on the Fire 1 plan is acceptable. Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary sewer service can be provided via routine connection to the existing eight inch collector line along Pinnacle Peak Dr. or the existing 12 inch collector line along Summer Ridge Rd. All food service establishments must install a grease trap upstream of the domestic private sewer connection prior to discharge into the public sanitary sewer lines.

Cross Connection Prevention: Per the Cross Connection Ordinance, all new non-residential premises must have a reduced pressure principle backflow prevention assembly approved by the Water Authority installed at each domestic service connection to the customer's water system or at a location approved by the Water Authority. The developer may request a variance in writing from the cross connection manager. All new fire line services to fire protection systems shall be equipped with a reduced pressure principal backflow prevention assembly approved by the Water Authority and Fire Marshal having jurisdiction at each service connection. A double check valve assembly approved by the Water Authority and Fire Marshal having jurisdiction may be installed instead of a reduced pressure backflow prevention assembly provided the fire protection system contains ANSI/NSF Standard 60 or 61 water piping throughout the entire fire protection system, the fire sprinkler drain discharges into atmosphere, and there are no reservoirs, fire department connections, connections from auxiliary water supplies, antifreeze nor other additives. The Water Authority requests that all backflow (containment) devices be located above ground just outside the easement or roadway right-of-way. Contact Cross Connection at 289-3439 for more information.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 3,125 gallons-per-minute and requires three fire hydrants to be accessible to the site. The original fire flow requirement was 6,250 gallons per minute which was later reduced after further coordination with the Fire Marshal. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed using nodes in Summer Ridge Rd. and Pinnacle Peak Dr. All new required hydrants as well as their exact locations must be determined through City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

Easements: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for water meters need to be five feet by five feet and include the length of the water service if located on private property. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service.

Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

Design and Construction of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the City of Albuquerque via Water Authority tapping permit process. Construction must be by a licensed, bonded, public utility contractor.

Costs and Fees: In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

Water Use: All new commercial developments shall be subject to the requirements for water usage and water conservation requirements as defined by the Water Authority, particularly the Water Waste Ordinance (O-07-13), Water Conservation Large Users Ordinance and Water Conservation Water by Request Ordinance.

Closure: This statement only provides details of infrastructure that is available and potential precursors to development for the proposed development. For service to be provided, a Board approved service connection agreement must supplement this serviceability, therefore causing this serviceability to be in effect for a period of one year upon approval of the service connection agreement. Under no circumstances does this serviceability commit to service without the above mentioned conditions. Changes in the proposed development may require reevaluation and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact the Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at kcadena@abcwua.org if you have questions regarding the information presented herein or need additional information.

Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)

f/ Serviceability 160217

N

Legend

COUNTYAssr_Parcel_2014 selection

WATER_PIPE

<all other values>

SUBTYPE

- Distribution Main
- Drain Line
- Hydrant Leg
- In Zone Transmission
- Out Zone Transmission
- SJC Transmission
- Sleeve
- Well Collector Line
- Well Wash Line
- <all other values>

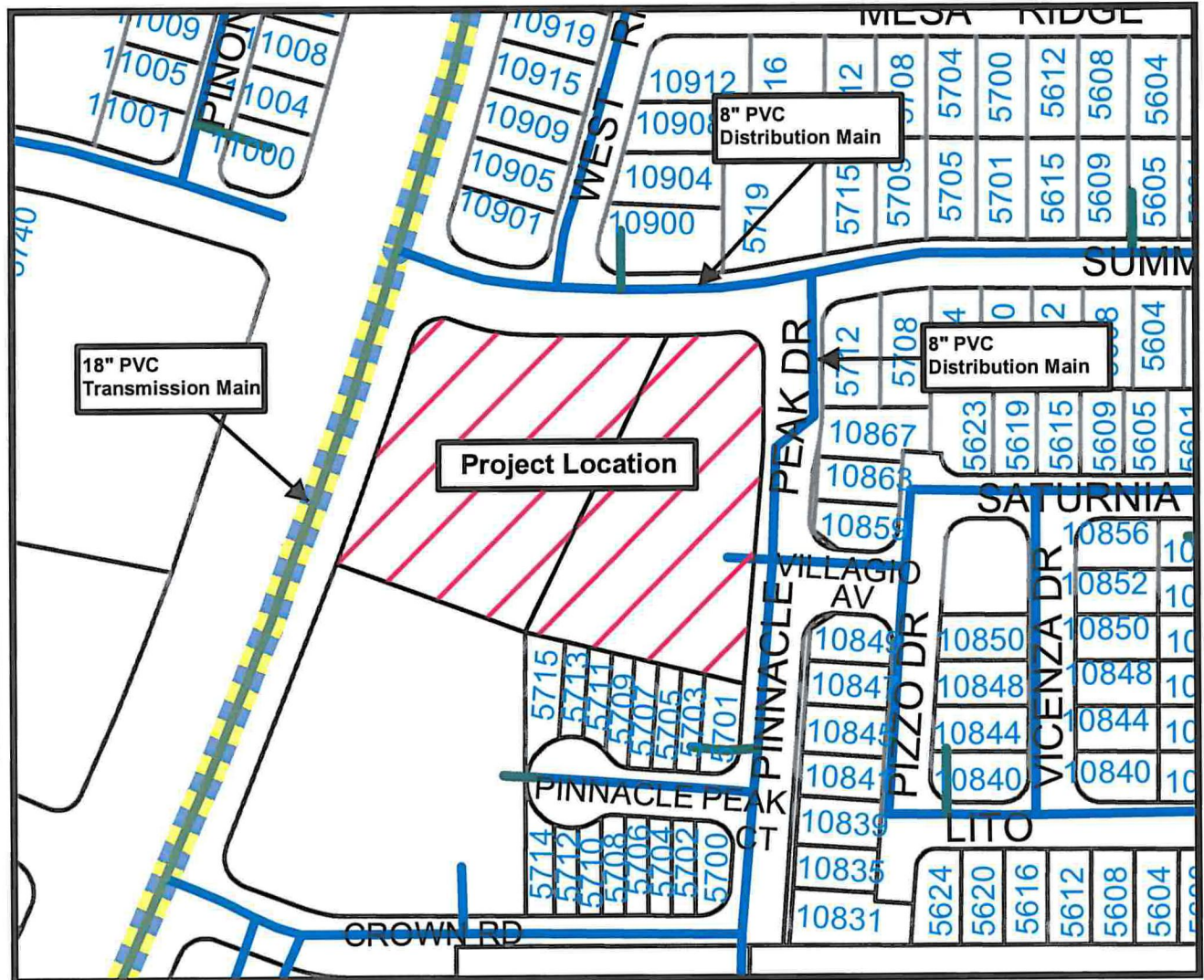
Type

- Hydrant
- <all other values>

Water Pipe

SUBTYPE

- In Zone Transmission
- Out Zone Transmission
- COUNTYAssr_Parcel_2014



Availability Statement # 160217
Water Infrastructure



N

Legend

COUNTY Assr_Parcels_2014 selection
<all other values>

Type

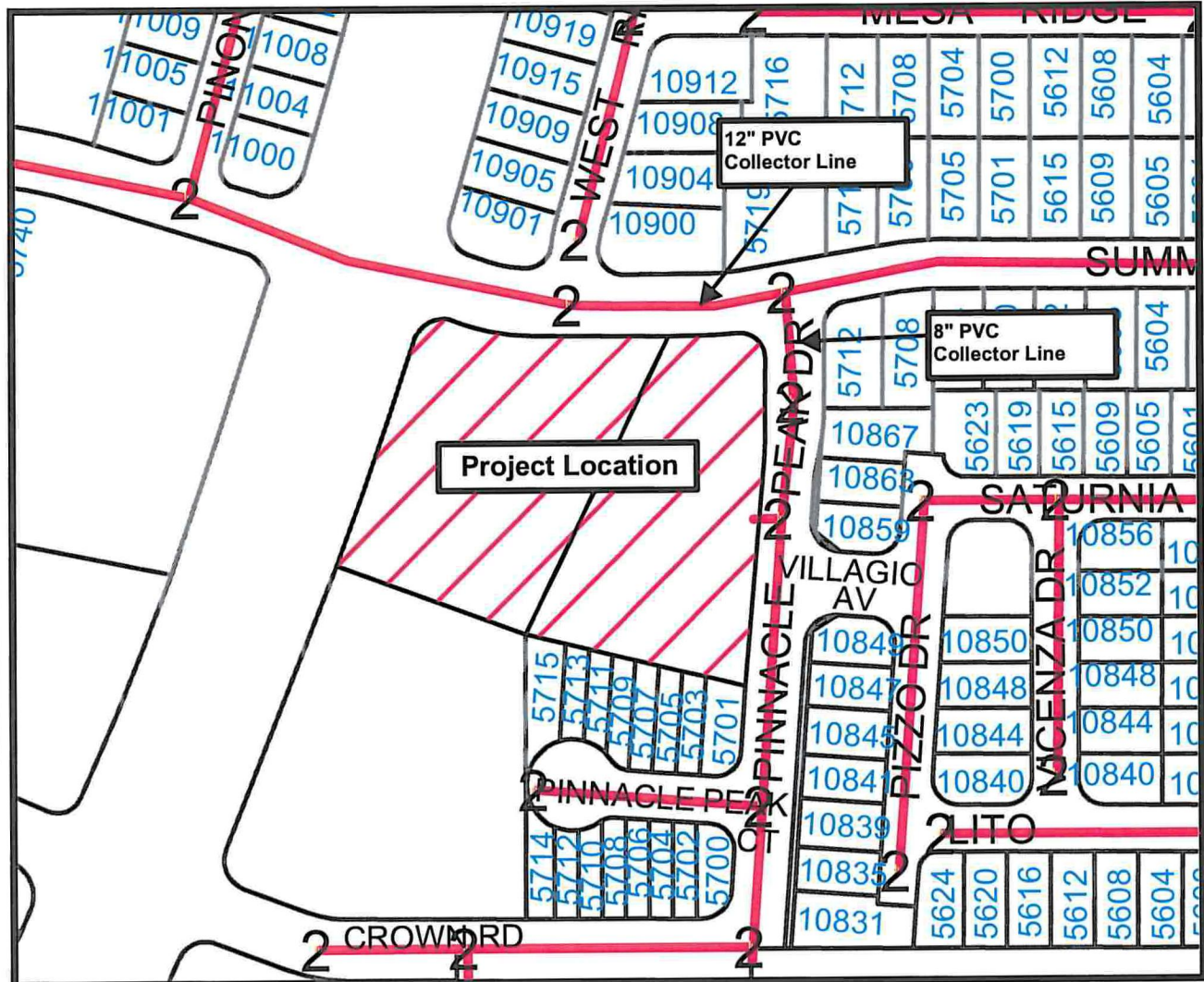
- Hydrant
- <all other values>
- 2 Sewer Manhole

Sewer Pipe

- <all other values>

SUBTYPE

- COLLECTOR
- FORCE MAIN
- INTERCEPTOR
- VACUUM LINE
- COUNTY Assr_Parcels_2014



Availability Statement # 160217
Sanitary Sewer Infrastructure

