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Meeting Date: March 23, 2022  
Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

**TITLE: R-22-6 – Approval of Development Agreement for Good Sense RV’s and Motors LLC**

**ACTION: Recommend Approval**

**SUMMARY:**

The proposed development is for a new retail facility for RV sales, located at 12505 Central Ave. NW, which along the north side of Central Ave., just east of Atrisco Vista Blvd. The property is currently undeveloped land within the Unincorporated Area of Bernalillo County.

The property lies within Pressure Zone 6W in the Atrisco Trunk.

Water and wastewater service are contingent on the Developer constructing public waterlines and sanitary sewer lines that tie to the existing infrastructure proximate to the property.

Additional extensions and service connections from the waterlines recently constructed along Central between Atrisco Vista Blvd. and Don Reservoir is prohibited with the exception of previous approvals. This transmission line provides redundancy to Don Reservoir and does not provide the appropriate level of service for this Pressure Zone and Trunk given that it was not designed/constructed to support this area. Additional extensions and service from this infrastructure are contingent upon developer funded master plan infrastructure (e.g. reservoirs, pumps, transmission lines) to establish the applicable pressure zones of the Atrisco Trunk. There are a few developments that have been granted permission to obtain service from this waterline but it has been determined that additional connections cannot be supported.

All services provided within the development will be subject to current Utility Expansion and Water Resource Charges.

**FISCAL IMPACT:**

None.



**DEVELOPMENT AGREEMENT**  
**Good Sense RV's and Motors LLC**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and Good Sense Holdings, LLC, a New Mexico limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

**1. Recitals**

- A.** Good Sense Holdings, LLC is the “Developer” and owner of certain real property located at 12505 Central Ave. NW (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B.** The Property will develop as a retail facility for RV sales.
- C.** The Property is described as: TRACT 104A PLAT OF TRACT 104-A & 104-B ROW 1, UNIT A, WEST OFWESTLAND.
- D.** The Property is located in Pressure Zone 6W of the Atrisco Trunk.
- E.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and other necessary infrastructure improvements (collectively, “Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Facility Improvements referred to in this Agreement is attached hereto as **Exhibit B** and incorporated herein by reference and made a term of this Agreement.
- F.** The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

**2. Design and Construction of the Facility Improvements**

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not connect the Facility Improvements to the existing water and sanitary sewer lines within the Bernalillo County

(“County”) public right-of-way or within public easements until the Water Authority has approved the Facility Improvements. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and County, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through Water Authority work order process.

- B.** The Developer will complete, or cause to be completed, construction of the Facility Improvements as approved by the County and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the County and the Water Authority. The Water Authority shall provide service to the Property only after the Water Authority has accepted the Facility Improvements. The Water Authority shall accept, operate and maintain the Facility Improvements after the Developer conveys, at no expense to the Water Authority, all the Facility Improvements together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.
- C.** The contractor’s one (1) year warranty period shall commence upon final project acceptance by the Water Authority. The Developer shall be responsible for conducting an 11 month warranty inspection. Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- D.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City’s Development Process Manual (“DPM”) and/or applicable Water Authority Design Manuals.
- E.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure “B”, as defined in the Development Process Manual (DPM) of the City and Section 14-16-5-4(G) of the City IDO, will be followed and used for the Facility Improvements.
- F.** Upon completion of all Work Order projects, the Developer shall provide to the Water Authority a completed Asset Data Table of the assets

installed/constructed or any other asset information required of the Water Authority.

### 3. Service

- A. The Developer 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 the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
  - B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Resource Charges (WRCs) 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. Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.
4. **Financial Guarantee** - For any Master Plan Infrastructure required to be constructed by Developer herein, the Developer shall provide a financial guarantee in the form of a property lien that is acceptable to the Water Authority as assurance that the Master Plan Infrastructure will be completed and placed in service.
5. **Termination.** If construction of the Facility Improvements by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
6. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.
7. **Indemnification.** Until final acceptance of the Facility Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the Facility Improvements, or by

reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.

**8. Representations and Warranties of Developer.** The Developer represents and warrants that:

- A. Developer is a validly existing limited liability company under the laws of the State of New Mexico.
- B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
- C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

**9. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

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 Developer:

Good Sense Holdings, LLC  
Attn: Severo Moreno, Owner  
542 El Dorado Dr. NW  
Albuquerque, NM 87114

**10. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

**11. 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 Developer 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.

**12. 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.

**13. 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.

**14. 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**

By: \_\_\_\_\_  
Mark S. Sanchez  
Executive Director

Date: \_\_\_\_\_

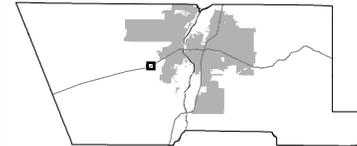
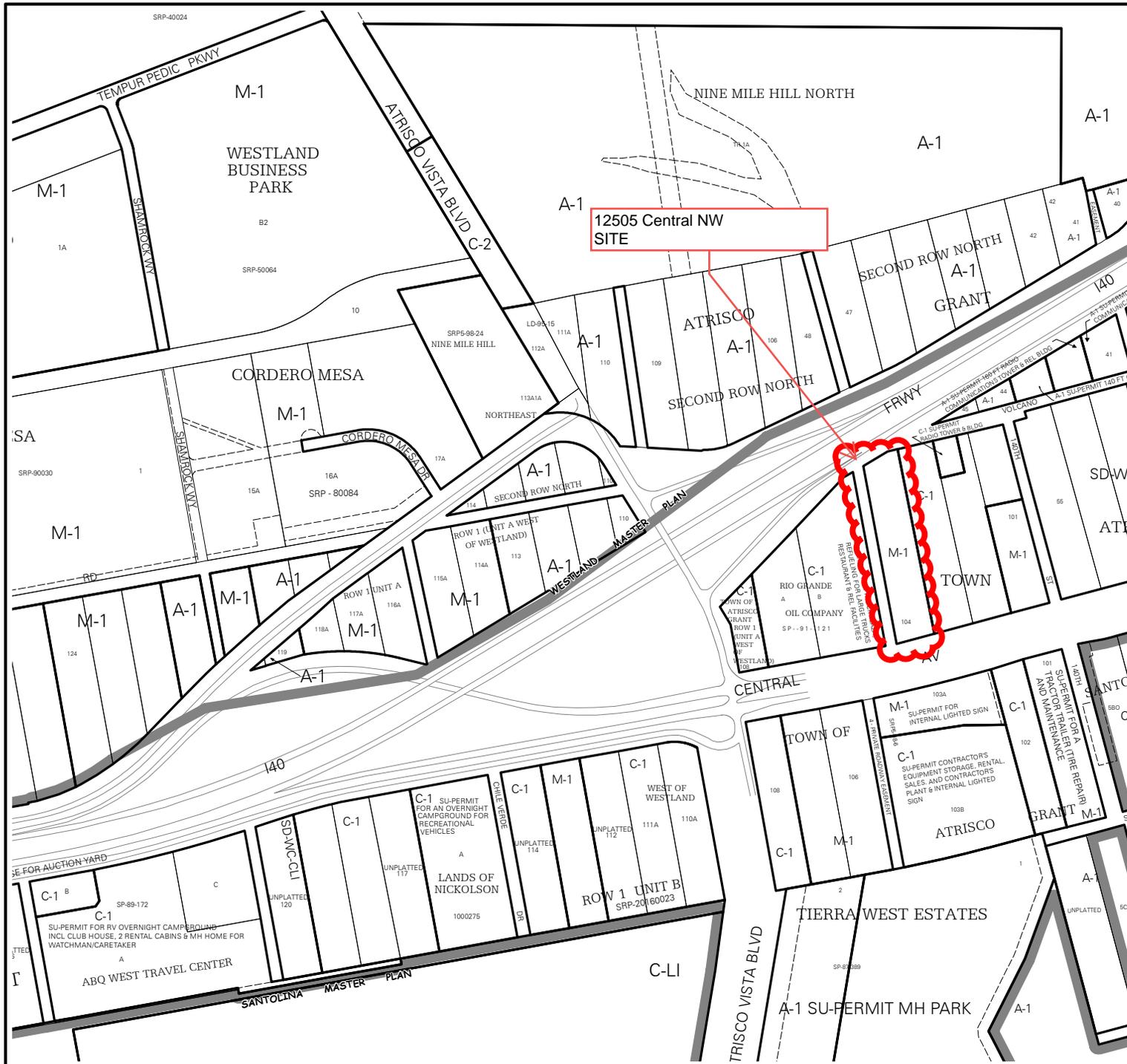
**Developer  
Good Sense Holdings, LLC,  
a New Mexico limited liability  
corporation**

By: \_\_\_\_\_  
Severo Moreno  
Owner

Date: \_\_\_\_\_



**EXHIBIT A.1**  
**ZONE ATLAS MAP L-6-Z**

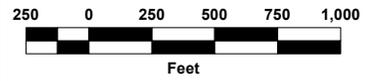


LEGAL DESCRIPTION

T10N  
R1E  
SEC 25

UNIFORM PROPERTY CODE

1-006-056



Map amended through January 2018



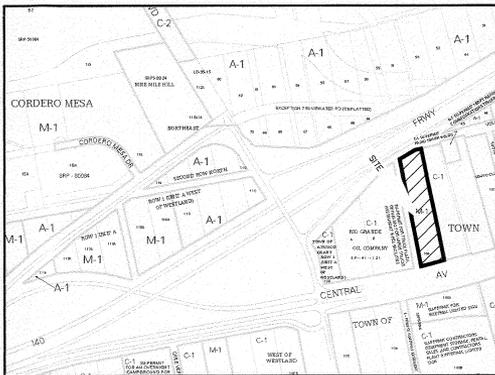
PUBLIC WORKS DIVISION  
GIS PROGRAM

This information is for reference only. Bernalillo County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary. Source data from Bernalillo County and the City of Albuquerque. For current information visit [www.bermo.gov/public-works/gis.aspx](http://www.bermo.gov/public-works/gis.aspx).

**L-6-Z**

**EXHIBIT A.2  
EXISTING PLAT**

**TRACTS 104-A & 104-N  
ROW 1, UNIT A, WEST OF  
WESTLAND**



VICINITY MAP No. L-6-Z



**LEGAL DESCRIPTION**

A CERTAIN TRACT OF LAND SITUATED WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 25, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE N.M.P.M., BEING IDENTIFIED AS TRACT 104, ROW 1, WEST OF WESTLAND, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE SOUTHERLY LINE OF INTERSTATE NO. 40, WHENCE CITY OF ALBUQUERQUE CONTROL MONUMENT "EDGE-BM1" HAVING NEW MEXICO STATE PLANE COORDINATES OF CENTRAL ZONE NAD 1983) N=1,479,838.131 AND E=1,481,117.514 BEARS S. 65 DEG. 30' 13" E. A DISTANCE OF 371.10 FEET, RUNNING THENCE S. 13 DEG. 13' 05" E., A DISTANCE OF 1015.99 FEET TO THE SOUTHEAST CORNER, BEING A POINT ON THE NORTHERLY LINE OF CENTRAL AVENUE; THENCE ALONG THE NORTHERLY LINE OF CENTRAL AVENUE, 208.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 13535.55 FEET, A CENTRAL ANGLE OF 00 DEG. 53' 04" AND HAVING A CHORD BEARING AND DISTANCE OF S. 78 DEG. 03' 45" W., 208.96 FEET TO THE SOUTHWEST CORNER; THENCE N. 10 DEG. 38' 03" W., A DISTANCE OF 959.16 FEET TO THE NORTHWEST CORNER, BEING A POINT ON THE NORTHERLY LINE OF INTERSTATE NO. 40; THENCE N. 59 DEG. 00' 04" E., ALONG THE SOUTHERLY LINE OF INTERSTATE NO. 40, A DISTANCE OF 171.71 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF INTERSTATE NO. 40, 2.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4632.58 FEET, A CENTRAL ANGLE OF 00 DEG. 01' 41" AND HAVING A CHORD BEARING AND DISTANCE OF N. 59 DEG. 01' 09" E., 2.26 FEET TO THE NORTHEAST CORNER AND PLACE OF BEGINNING CONTAINING 4.2319 ACRES MORE OR LESS.

PLAT OF  
**TRACT 104-A & TRACT 104-B**  
**ROW 1, UNIT A, WEST OF WESTLAND**  
 WITHIN  
 TOWN OF ATRISCO GRANT  
 PROJECTED SECTION 25, T.10N., R.1E., N.M.P.M.  
 BERNALILLO COUNTY, NEW MEXICO  
 APRIL, 2020

CDRA CASE No.: **SRP 2019-0073**

**APPROVALS:**

APPROVALS:	<i>Kristopher Cadena</i>	Kristopher Cadena 2020.07.27 13:10:04 -06'00'	DATE
ABCWA	<i>NA</i>		DATE
MRCOD			DATE
PUBLIC SERVICE COMPANY OF NEW MEXICO	<i>Blair</i>		7/15/2020 DATE
NEW MEXICO GAS COMPANY	<i>Blair</i>		7/13/2020 DATE
WEST CORPORATION D/B/A CENTURYLINK QC	<b>Don Davalos</b>	Digitally signed by Don Davalos Date: 2020.07.23 10:54:57 -06'00'	DATE
COMCAST			6/30/20 DATE
STATE SURVEYOR	<b>Foran M. Rimmerman P.S.</b>		7/23/2020 DATE
MARICOPOLIS	<i>Heidi M. Grindl</i>		7/13/2020 DATE

**PUBLIC UTILITY EASEMENTS**

**PUBLIC UTILITY EASEMENTS** shown on this plat are granted for the common and joint use of:  
 A. **Public Service Company of New Mexico ("PNM")**, a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.  
 B. **New Mexico Gas Company** for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.  
 C. **WEST D/B/A CENTURYLINK** for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.  
 D. **State TV** for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

**Disclaimer:**

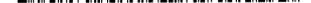
In approving this plat, Public Service Company of New Mexico (PNM), WEST D/B/A CENTURYLINK and New Mexico Gas Company (NMGCO) did not conduct a Title Search of the properties shown hereon. Consequently, PNM, WEST D/B/A CENTURYLINK and NMGCO do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

**BERNALILLO COUNTY APPROVALS:**

BERNALILLO COUNTY PUBLIC WORKS DIVISION	<i>Blair</i>		8-7-20 DATE
BERNALILLO COUNTY NATURAL RESOURCES SERVICES	<i>Blair</i>		8/5/20 DATE
BERNALILLO COUNTY ZONING DEPARTMENT	<i>Gabriel Alvarado</i>		8/10/20 DATE
BERNALILLO COUNTY FIRE MARSHALL	<i>Blair</i>		7/23/20 DATE
BERNALILLO COUNTY DEVELOPMENT REVIEW AUTHORITY, CHAIR	<i>Blair</i>		8/10/20 DATE

DOCH 2020079400

08/19/2020 03:33 PM Page: 1 of 2  
 0425 6 525 00 8 2020 State of New Mexico, Bernalillo County



**FREE CONSENT**

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETOR THEREOF, SAID OWNER / PROPRIETOR DOES HEREBY GRANT ANY AND ALL EASEMENTS AS MAY BE CREATED BY THIS PLAT. THOSE SIGNING AS OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

*Charles Jackson* 4-8-20  
 DATE

**ACKNOWLEDGMENT**

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME A NOTARY PUBLIC  
 THIS 8th DAY OF April, 2020.

BY: Charles Jackson  
 OWNERS NAME

MY COMMISSION EXPIRES: 11-10-20 BY: Kimberly G. Maple  
 NOTARY PUBLIC

**SURVEYORS CERTIFICATE:**

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

I, ANTHONY L. HARRIS, A DULY PROFESSIONAL LICENSED LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR SAID PLAT AND MEETS THE REQUIREMENTS FOR MONUMENTATION AND SURVEY OF THE BERNALILLO COUNTY SUBDIVISION ORDINANCE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM REQUIREMENTS FOR LAND SURVEYS AS SET FORTH BY THE STATE OF NEW MEXICO.

GIVEN UNDER MY HAND AND SEAL AT ALBUQUERQUE, NEW MEXICO,  
 THIS 10th DAY OF April, 2020

*Anthony L. Harris*  
 ANTHONY L. HARRIS, P.S. # 11483



**THE SURVEY OFFICE, LLC**

ALBUQUERQUE, NEW MEXICO PHONE: (505) 998-0303  
 333 LOMAS BLVD., N.E. 87102 FAX: (505) 998-0305

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON

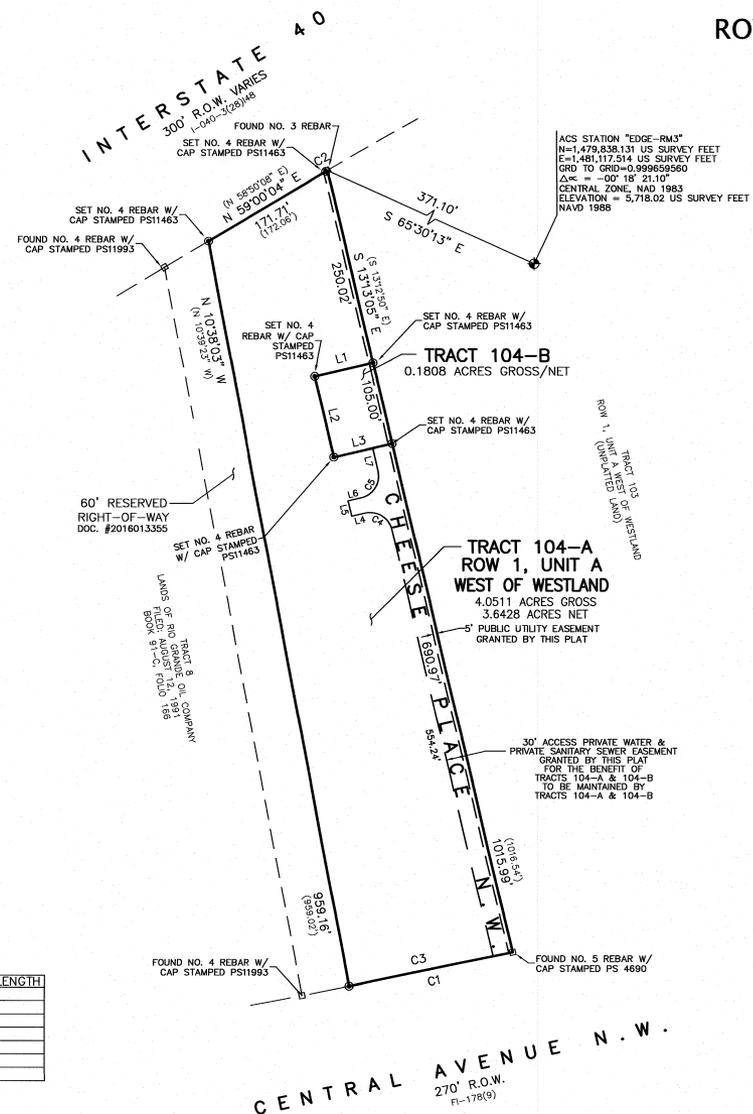
UPC# 1006-056-451250-40804  
 PROPERTY OWNER OF RECORD: Jackson Charles L. Shellyk  
 BERNALILLO CO. TREASURER'S OFFICE

19-0185.dwg

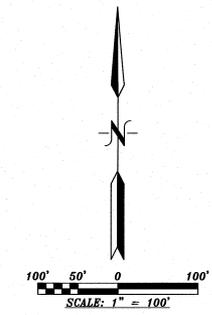
2020C-79

PLAT OF  
**TRACT 104-A & TRACT 104-B**  
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 BERNALILLO COUNTY, NEW MEXICO  
 APRIL, 2020

DOCH 2022079420  
 08/19/2020 03:33 PM Page 2 of 2  
 PLAT # 130-00-B-2020-01 5079 Linda Stover, Bernalillo County  
 BERNALILLO COUNTY, NEW MEXICO



ACS STATION "EDGE-RM3"  
 N=1,479,838.131 US SURVEY FEET  
 E=1,461,117.514 US SURVEY FEET  
 GRID TO GRID=0.00989560  
 Δα = -00° 18' 21.10"  
 CENTRAL ZONE, NAD, 1983  
 ELEVATION = 5,716.02 US SURVEY FEET  
 NAVD 1988



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 76°46'55" W	75.00'
L2	S 13°13'05" E	105.00'
L3	N 76°46'55" E	75.00'
L4	S 76°46'55" W	16.99'
L5	S 13°13'05" E	20.00'
L6	S 76°46'55" W	17.00'
L7	S 13°12'50" E	30.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	208.96'	13535.55'	00°53'04"	S 78°03'45" W	208.96'
(C1)	(208.68')	(13535.55')	(00°53'00")	(S 78°05'26" W)	(208.68')
C2	2.26'	4632.58'	00°01'41"	N 59°01'09" E	2.26'
(C2)	(2.26')	(4632.58')	(00°01'41")	(S 58°50'58" W)	(2.26')
C3	183.90'	13535.55'	0°46'42"	S 78°00'34" W	183.90'
C4	43.98'	28.00'	90°00'15"	N 58°12'58" W	39.60'
C5	43.98'	28.00'	89°59'45"	N 31°47'02" E	39.60'

19-C:\B5.dwg

2020 C-79

THE SURVEY OFFICE, LLC  
 ALBUQUERQUE, NEW MEXICO PHONE: (505) 998-0303  
 333 LOMAS BLVD., N.E. 87102 FAX: (505) 998-0305

(2)

**EXHIBIT B.1**  
**SERVICABILITY LETTER #210209**

February 1, 2022

**Chair**

Steven Michael Quezada  
County of Bernalillo  
Commissioner, District 2

**Vice Chair**

Klarissa J. Peña  
City of Albuquerque  
Councilor, District 3

Walt Benson  
County of Bernalillo  
Commissioner, District 4

Pat Davis  
City of Albuquerque  
Councilor, District 6

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

Timothy M. Keller  
City of Albuquerque  
Mayor

Charlene Pyskoty  
County of Bernalillo  
Commissioner, District 5

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

*Executive Director*  
Mark S. Sanchez

*Website*  
[www.abcwua.org](http://www.abcwua.org)

Chris Teague  
Garvin Construction Inc  
504 El Paraiso Rd NE #A  
Albuquerque, NM 87113

**RE: Water and Sanitary Sewer Serviceability Letter #210209R**

**Project Name: Good Sense RV**

**Project Address: 12505 Central Ave NW**

**Legal Description: TR 104 EXC POR TO RW ROW 1 UNIT A W OF  
WESTLAND ATRISCO GRANT CONT 4.342A**

**UPC: 100605645125040804**

**Zone Atlas Map: L-6**

Dear Mr. Teague:

**Project Description:** The subject site is located on Central Ave, south of Interstate 40, west of Atrisco Vista Blvd, outside of municipal limits in the County of Bernalillo. The property consists of approximately 4.342 acres and is currently zoned M-1 for Light Manufacturing. The property lies within the Pressure Zone 6W in the Atrisco trunk. The request for information indicates plans to build a new retail facility for RV sales.

This revision is being issued to require a public sanitary sewer extension from the recently installed sanitary sewer line terminating east of the site. It was determined once the as-builts were provided that the public sanitary sewer did not extend to the subject property. Also, this revision addresses the required fire flow as the previously issued Serviceability Letter #210209 did not. Lastly, this revision includes pro rata for a portion of waterline that fronts the subject property.

**Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact Utility Development in regards to Development Agreements.

**Water Resource Charge:** All developments located outside of the Water Authority's Adopted Service Area will be assessed a Water Resource Charge (WRC) 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 WRC shall not be used for reimbursement of master planned facilities.

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

- There is a current ABCWUA project # 00848.05901 to install a 16" water main on the western easement of this parcel, continuing across Central Ave, and east as a 16" water main along Central Ave, with a 12" stub provide at the southwest property corner.

Sanitary sewer infrastructure in the area consists of the following:

- Eight-inch PVC collector line (project #26-7873.61-15) along Central Ave, currently being extended across the property frontage by an ABCWUA project # 00848.05901

**Water Service:** New metered water service to the property can be provided contingent upon a developer funded project to extend the 12" potable water main from the existing stub located west of the subject property, the length necessary to cover the subject property's entire frontage along Central Ave. Water service can be provided via routine connection to the proposed 12" water main.

This line provides service to Pressure Zone 6W. Pressure Zone 6W services finished floor elevations between 5,715 and 5,600 feet (NAVD 29). Based on contour elevation the southern portion of the subject property has elevations below 5715 feet and is suitable to take service from this line.

Existing metered service and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main and capping the line near the valve. For fire lines, the valve access shall be grouted, and collar removed. 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:** New sanitary sewer service to the property can be provided contingent upon a developer funded project to extend the existing sanitary sewer, terminating east of the site, the length necessary for the subject site to obtain perpendicular service. Extension further west is not being required as properties further west are currently receiving sanitary sewer service. It is to be noted that the extension shall terminate at a manhole. No property shall share a private sewer service with any other property. The engineer is responsible for sizing the service line(s) upstream of the public sanitary sewer line to serve the proposed development.

**Fire Protection:** From the request for availability the instantaneous fire flow requirements for the project were 2,500 gallons-per-minute (GPM) based on a previously approved Fire One Plan dated March 2, 2021. The previous Serviceability Letter #210209 did not analyze the water system for fire flow as the project was still under construction at that time. From the updated Fire Marshal's requirements (revised January 28, 2022), the instantaneous fire flow requirements for the project are now 1,750 GPM. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed by simulating the required fire flow along the dead end 12-inch waterline along the north side of Central Ave. along the property frontage .

All new required hydrants as well as their exact locations must be determined through the Bernalillo County Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

The engineer is responsible for determining pressure losses and sizing of the fire line(s) downstream of the public water line to serve the proposed fire hydrants and/or fire suppression system.

**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 and installed at each domestic service connection at a location accessible to the Water Authority. All new fire line services to

fire protection systems shall be equipped with a reduced pressure principle 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 289-3454 for more information.

**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 standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. 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:** Pro Rata has been assessed for this property in the amount of \$2381.44 for water infrastructure for a total amount of \$2381.44. The project(s) that assessed the subject property pro rata is under project #26-848.05901-21. These charges are assessed to the property due to its ability to benefit from and/or take service from the previously installed infrastructure. Payment will be required as a condition of approvals from the Water Authority.

**Design and Construction** of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the Water Authority Work Order process. Designs must be performed by a licensed, New Mexico registered, professional engineer. Construction must be performed by a licensed and 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 requested and authorized.

**Water Use:** When metered water service becomes available to this site, the Water Authority is ready, willing, and able to provide the maximum annual requirement for the subject subdivision/project for a period of at least 70 years as required by the Bernalillo County Subdivision Ordinance. However, the Water Authority is also committed to meeting water conservation goals and requirements. Accordingly, all new development utilizing Water Authority services are subject to the requirements for water usage and water conservation requirements as defined by the Water Authority. Where available, outdoor water usage shall utilize reclaimed water. 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.

**Closure:** This serviceability letter does not provide a commitment from the Water Authority to provide services to the development. It only provides details of infrastructure that is available and potential precursors for the proposed development. For service to be provided, a Board approved development agreement and/or service connection agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one (1) year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability 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 Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto: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 Letter 210209R

# 210209 - Water



## Legend

 Project Location

0 550 1,100 Feet



 --- General Map Keyed Notes

1 --- Proposed 12" Waterline Extension 

2 --- Water Main Under Construction  
By Current ABCWUA Project 

# 210209R - Sanitary Sewer



## Legend

-  Project Location
-  Sewer Manhole

## Sewer Pipe SUBTYPE

-  COLLECTOR
-  INTERCEPTOR



 — General Map Keyed Notes

1. -- Proposed Sewer Extension 