



Meeting Date: December 13, 2023
Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

TITLE: R-23-43 – Authorizing an Agreement for Water and Sewer Service for 9710 Ranchitos Ave Water and Sewer Extension, A.K.A. Valerio Home

ACTION: Recommend Approval

SUMMARY:

The development is located along Holbrook and Ranchitos Avenue, south of Paseo Del Norte within Bernalillo County. The project consists of the extension of an eight-inch water distribution line and an eight-inch sanitary sewer collector line. Lines are to be extended to service a single-family residence.

Water and wastewater service is contingent on the Developer constructing public water distribution and public sanitary sewer collector lines that tie to the existing infrastructure proximate to the property.

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

FISCAL IMPACT:

None.

DEVELOPMENT AGREEMENT
9710 Ranchitos Ave Water and Sewer Extension, a.k.a. Valerio Home

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and Richard and Jessica Valerio, individuals, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

- A.** Richard and Jessica Valerio are the “Developer” and owners of certain real property located at 9710 Ranchitos Avenue. (the “Property”). The Property is shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently Established Service Area.
- B.** The legal description for the property is: Lot Number 13 Block numbered 8 of Tract 3, Unit 2 , North Albuquerque Acres. The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- C.** The Property will develop as a single-family residence with the extension of an eight-inch water distribution line and an eight-inch sanitary sewer collector line.
- D.** The Property is located in Pressure Zone 6-E of the Alameda 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, 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 C** and incorporated herein by reference and made a term of this Agreement.

2. Design and Construction of the Facility Improvements

- A.** Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. Developer will not take service from the Facility Improvements until the Water Authority has approved the Facility Improvements. Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and County, and 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 the Water Authority work order process.

- B.** 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 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. 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.** 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, will be followed and used for the Facility Improvements.

3. Service

- A.** 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.** 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, 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. **Termination.** If construction of the Facility Improvements by 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 Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
5. **Water for Construction.** During the construction of the Facility Improvements, 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. Developer 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.
6. **Indemnification.** Until final acceptance of the Facility Improvements by the Water Authority, Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. 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 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 Developer herein does not extend to the negligent acts of the Water Authority.
7. **Representations and Warranties of Developer.** The Developer represents and warrants that:
- A. Developer has all the requisite power and authority to enter into this Agreement and bind the developer under the terms of the Agreement; and
 - B. The undersigned officer of Developer is fully authorized to execute this Agreement on behalf of Developer.
8. **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:

Richard and Jessica Valerio
116 Camino de la Sierra
Albuquerque NM 87123

505-206-1093

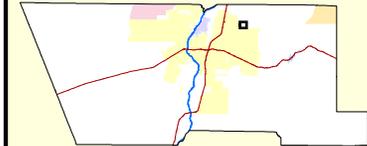
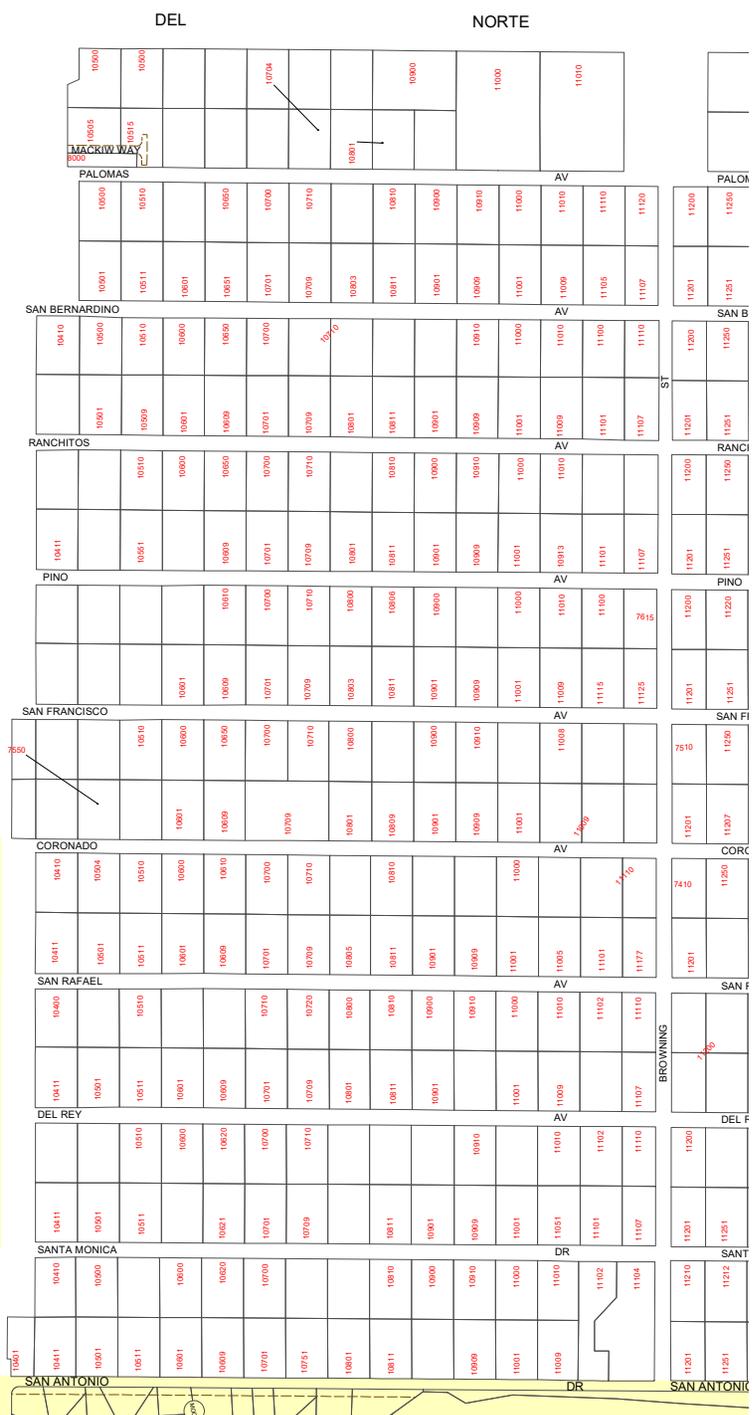
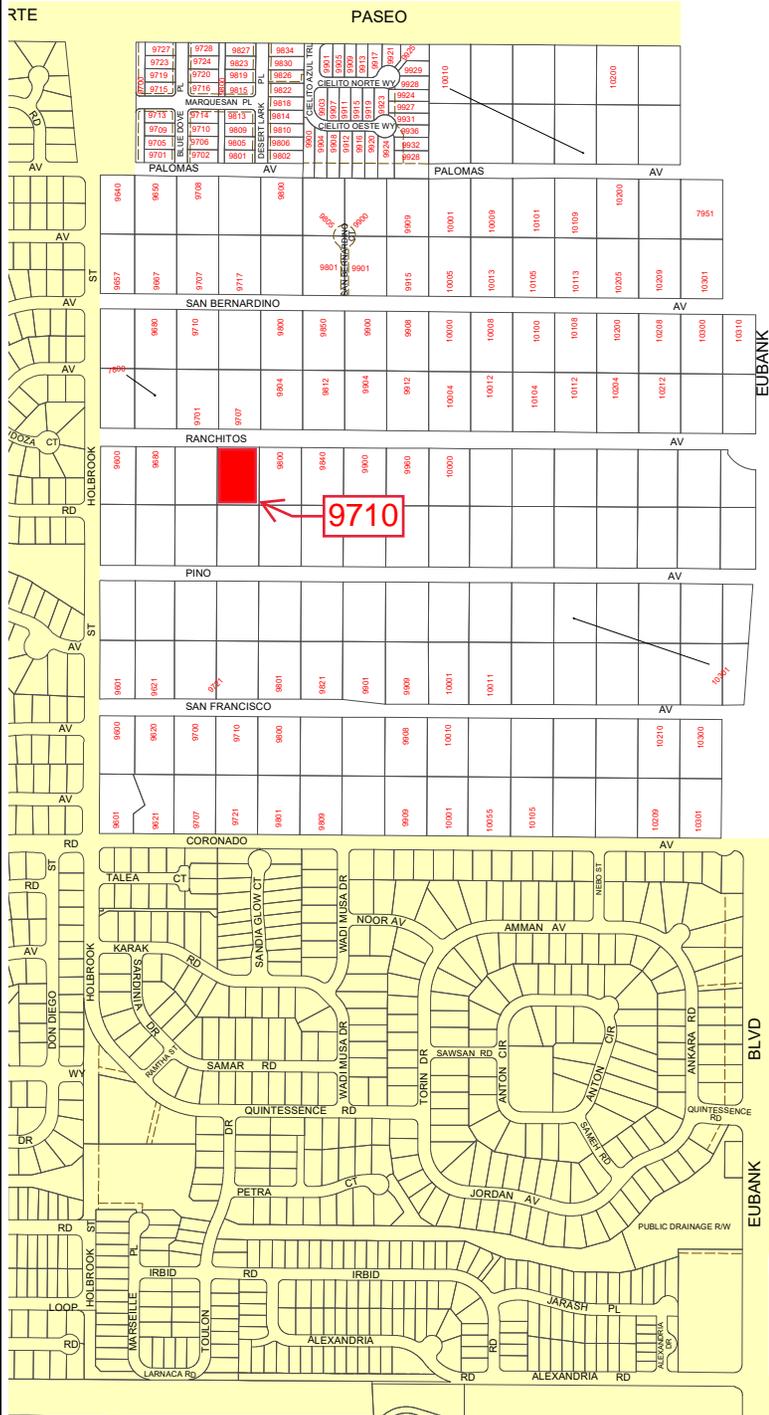
- 9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 10. Miscellaneous.** This Agreement will be governed 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 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.
- 11. 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 and executed by both parties.
- 12. 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.
- 13. Effective Date.** The effective date of this Agreement is the date last entered below.

This instrument was acknowledged before me on _____, 20__ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

Notary Public

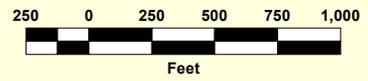
My Commission Expires:

EXHIBIT A
Zone Atlas Map D-21



LEGAL DESCRIPTION
 T11N
 R4E
 SEC 21

UNIFORM PROPERTY CODE
 1-021-063



Map amended through Spring 2023



PLANNING & DEVELOPMENT SERVICES
 GIS TECHNOLOGY SECTION

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 <https://www.bernco.gov/planning/download-zone-atlas-.aspx>.

D-21-A

EXHIBIT B
Existing Plat

North Albuquerque Acres
Subdivision

EXHIBIT C
Serviceability Letter
#230527R

October 13, 2023

Chair

Eric C. Olivas
County of Bernalillo
Commissioner, District 5

Vice Chair

Tammy Fiebelkorn
City of Albuquerque
Councilor, District 7

Barbara Baca
County of Bernalillo
Commissioner, District 1

Adriann Barboa
County of Bernalillo
Commissioner, District 3

Pat Davis
City of Albuquerque
Councilor, District 6

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Timothy M. Keller
City of Albuquerque
Mayor

Ex-Officio Member
Gilbert Benavides
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Maia Martin
Candelaria Homes
601 Menaul Blvd unit 1303
Albuquerque, NM 87107

RE: Water and Sanitary Sewer Serviceability Letter #230527R
Project Name: Valerio home
Project Address: 9710 Ranchitos Avenue, Albuquerque NE 87122
Legal Description: Lot numbered Thirteen (13), Block numbered Eight (8) of TRACT 3, UNIT 2, NORTH ALBUQUERQUE ACRES
UPC: 102106305835420229
Zone Atlas Map: D-21

Dear Ms. Martin:

Project Description: The subject site is located along Ranchitos Avenue east of Holbrook Street, within unincorporated Bernalillo County. The proposed development consists of approximately 0.85 acres and the property is currently zoned A-1 for residential use. The property lies within the Pressure Zone 6E in the Alameda Trunk. The request for serviceability indicates plans to develop a single-family home.

Revision: This revision is being issued because the original request for availability referenced a property that was different than the subject property. This resulted in a previous serviceability letter that had different water and sanitary sewer infrastructure requirements that are different than what are described in this revision.

Development Agreement Required: This property is outside of the Water Authority's Established Service Area. Pursuant to the System Expansion Ordinance, service to this property shall be subject to a Development Agreement approved by the Water Authority Board which will establish the conditions for service. Per this ordinance, Board approval shall only be given if the development conforms to the provisions of applicable comprehensive plans and/or planning documents or policies. Contact Utility Development regarding the Development Agreement process.

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

- Eight-inch PVC distribution line (project # 26-5915.83-18) along Ranchitos Avenue terminating just west of the subject property.

Sanitary sewer infrastructure in the area consists of the following:

- Eight-inch PVC sanitary sewer collector line (project # 26-5915.83-18) along Ranchitos Avenue terminating just west of the subject property.

Water Service: New metered water service to the property can be provided contingent upon a developer funded project to extend the eight-inch water line in Ranchitos Avenue to cover the entirety of the property frontage. Upon completion of the infrastructure construction the development may receive service via routine connection to the proposed eight-inch distribution main along Ranchitos Avenue. The engineer is

responsible for determining pressure losses and sizing of the service line(s) downstream of the public water line to serve the proposed development.

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. Each legally platted property shall have individual, independent water services. No property shall share a water service with any other property. Existing service lines and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main. For fire lines, the line shall be capped near the public valve and valve access shall be grouted and collar removed.

Non-Potable Water Service: Currently, there is no non-potable infrastructure available to serve the subject property.

Sanitary Sewer Service: New sanitary sewer service to the property can be provided contingent upon a developer funded project to extend the eight-inch collector line along Ranchitos Avenue to cover the entirety of the property frontage. 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: A standard fire hydrant flow of 1,000 gallons-per-minute has been applied to the proposed infrastructure. As modeled using InfoWater™ computer software, the fire flow can be met. The analysis was performed by simulating the required fire flow at the terminating point of the proposed distribution line.

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.

Cross Connection Prevention:

Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows:

1. Customers shall permanently abandon the use of private wells by cut and capping the well line as accepted by the Water Authority prior to connecting to the public water system; or
2. Customers who choose to maintain their private wells for irrigation purposes, shall completely sever the private well from the premises' potable plumbing system with no valves or means of connecting back into the premises' potable plumbing system unless a reduced pressure principal backflow prevention assembly approved by the Water Authority is installed at the terminal end of the water service from the public water system (e.g., service connection).

Contact Cross Connection at (505) 289-3465 for Gilbert Paris, or (505) 289-3454 for James Baca for more information.

Easements and Property: 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. A Warranty Deed shall be required when a property will be transferred to the Water Authority for the installation of Water Authority owned facilities such as pump stations, reservoirs, wells, lift stations, or any other facility.

Required public water and/or sanitary sewer easements shall be for the construction, installation, maintenance, repair, modification, replacement and operation of public water and sanitary service lines, equipment and facilities reasonably necessary to provide service together with free access on and over the easement and the right to remove trees, shrubs, undergrowth and any other obstacles, modifications, or structures which interfere with use of the easement.

No side yard easements are allowed for public Water Authority infrastructure. Rather a separate tract shall be created (owned by a Home Owner's Association) with an easement granted to the Water Authority for the public waterline and/or public sanitary sewer line.

Pro Rata: As described in this statement the extension of public water and sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance.

Design and Construction: Design and construction of all required improvements will be at the developer/property owner's expense. Improvements must be coordinated through the Bernalillo County Public Works Division and 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.

Utility Expansion Charge (UEC): 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. Per the Rate Ordinance each customer classification on the same premise requires a separate meter. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding UEC's.

Water Resource Charge (WRC): Newly developed properties outside of the Water Authority's Established Service Area that are seeking water service will be assessed a Water Resource Charge(s) (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. Properties that receive sewer only service will not be charged a WRC. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding WRC's.

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. All new residential

development outside of the Water Authority water service should be designed to meet the standard water usage of 180 gallons per day per household which is equivalent to 75 gallons per capita per day.

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, an approved development 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 if you have questions regarding the information presented herein or need additional information.

Sincerely,

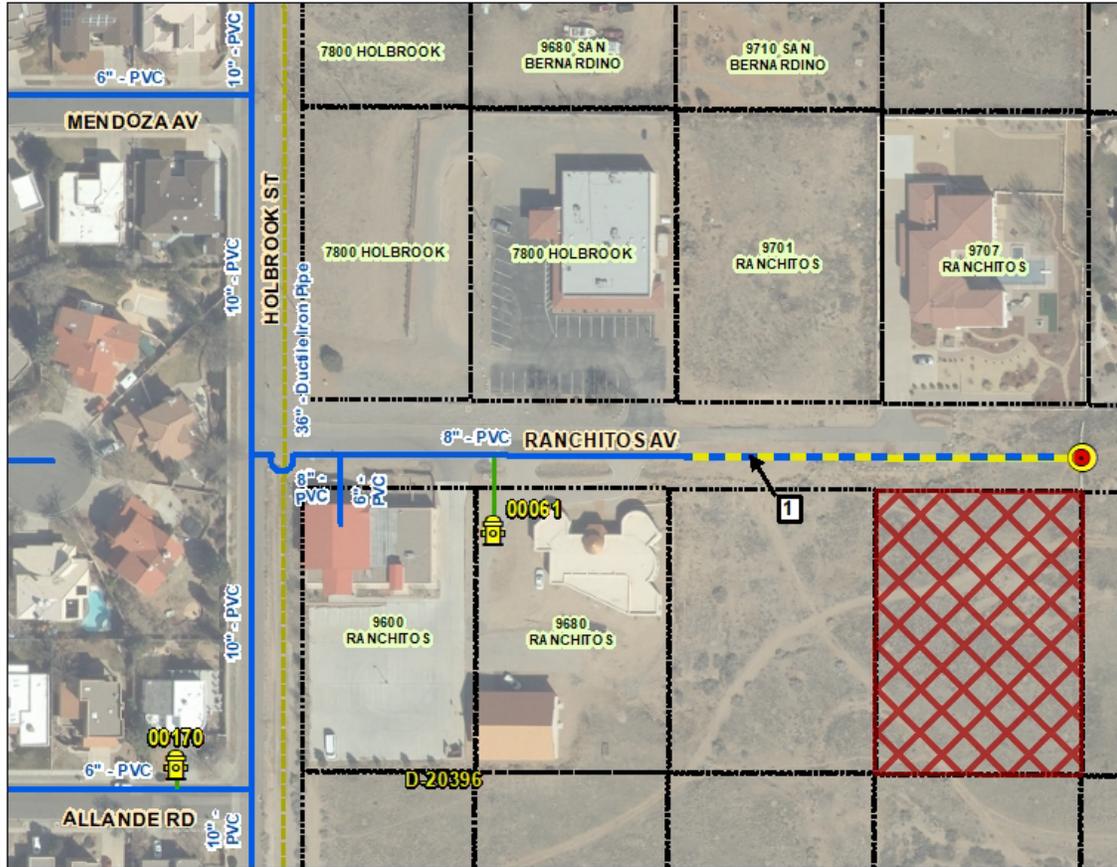


Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Letter #230527R**

230527R - Water



Legend

Hydrant

Water Pipe

Subtype

- Distribution Line
- Hydrant Leg
- Well Collector Line

Base Map County

Project Location

Fire Flow Analysis Points

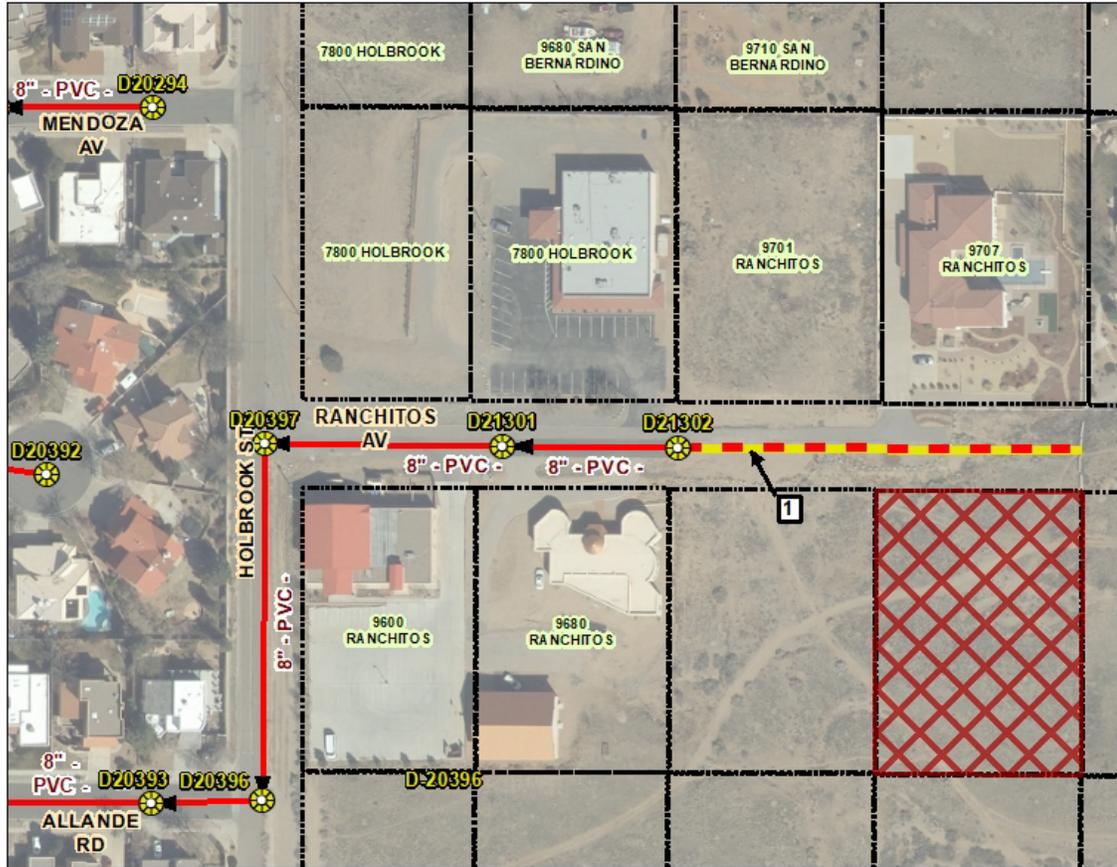
Analysis Point (1)

--- General Map Keyed Notes

1 - Extend Water Line



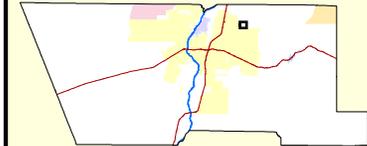
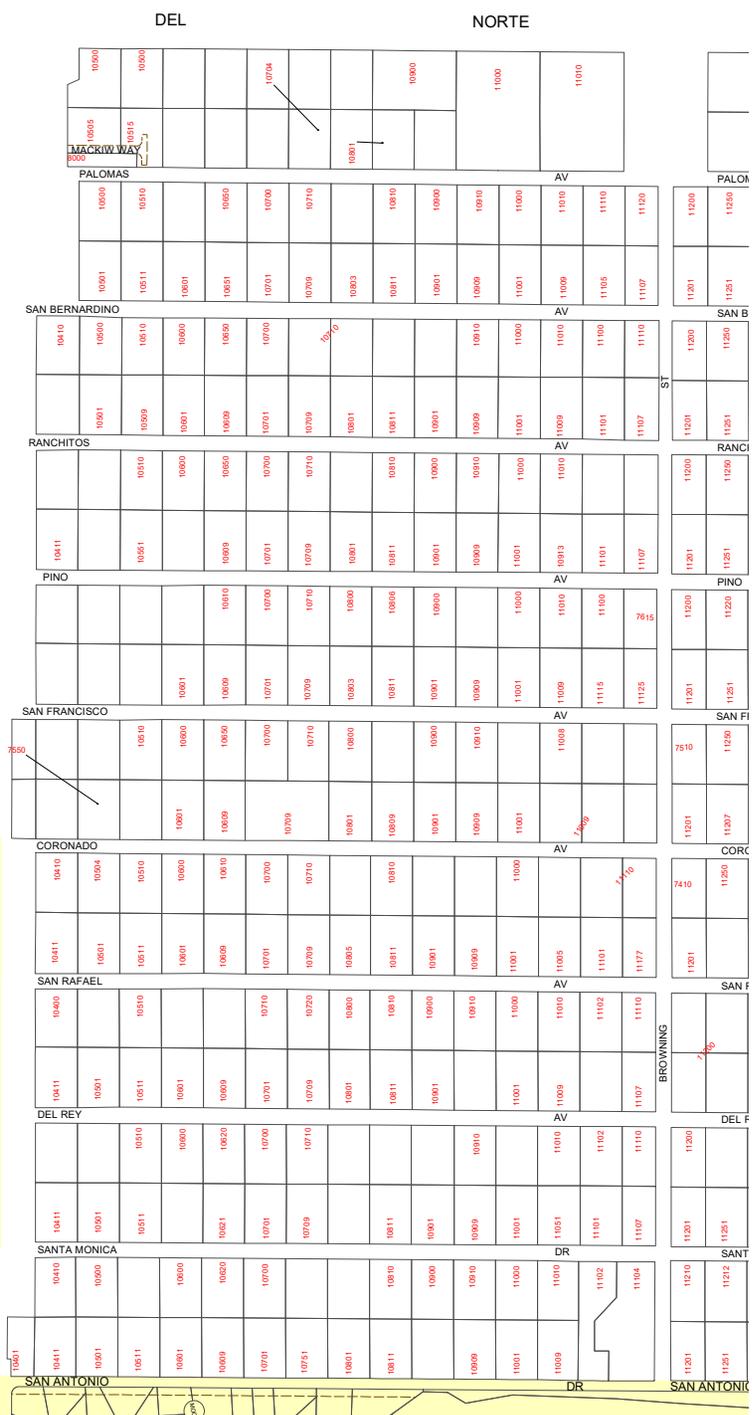
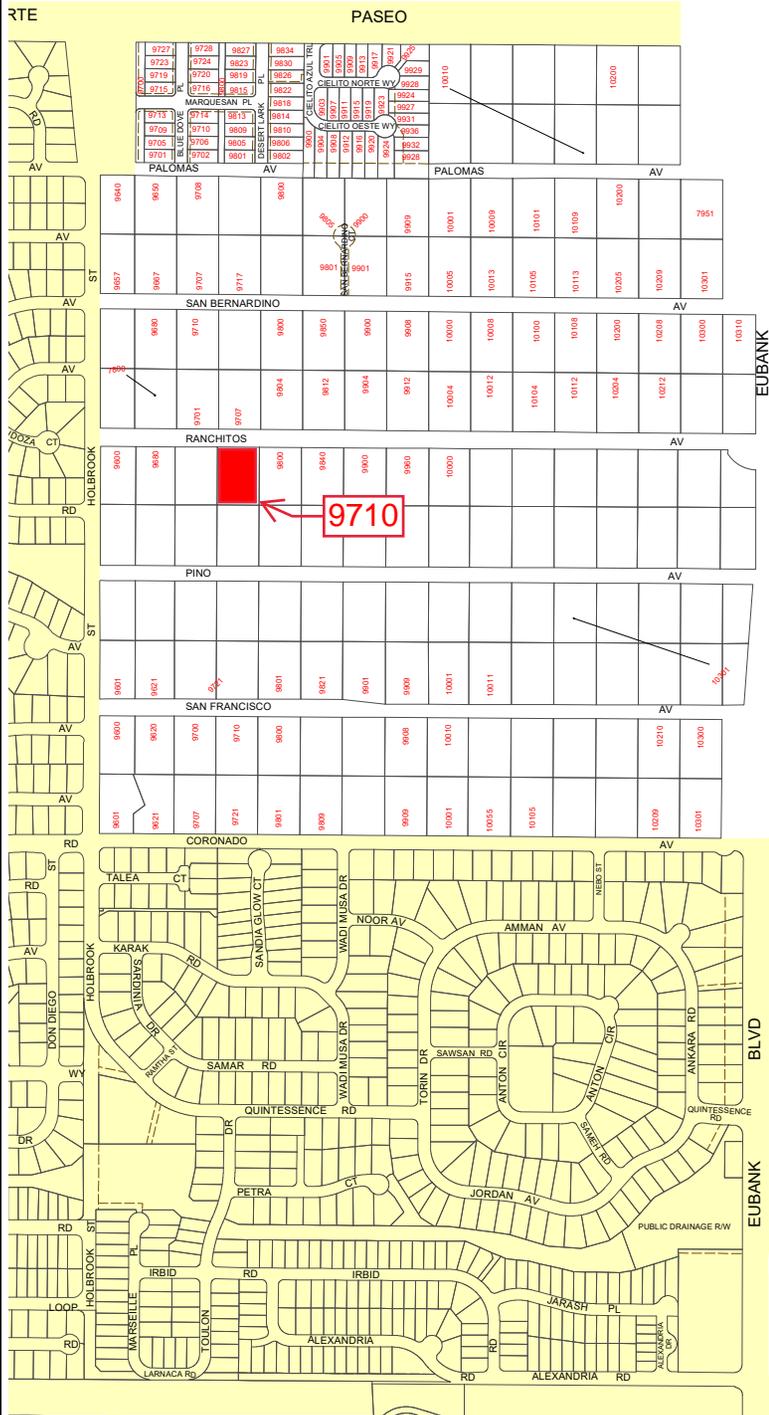
230527R - Sanitary Sewer



Legend

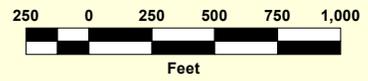
- Sewer Manhole
- Base Map County
- Sewer Pipe**
- Subtype**
- COLLECTOR
- Project Location
- General Map Keyed Notes
- 1 - Extend Sanitary Sewer Line





LEGAL DESCRIPTION
T11N
R4E
SEC 21

UNIFORM PROPERTY CODE
1-021-063



Map amended through Spring 2023



PLANNING & DEVELOPMENT SERVICES
GIS TECHNOLOGY SECTION

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D-21-A