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Meeting Date: September 17, 2014  
Staff Contact: Kristopher Cadena, Senior Engineer, Utility Development

**TITLE: C-14-24 – Service Connection Agreement for Water and Sewer Service with Mall At Cottonwood, LLC at 10000 Coors Blvd. Bypass NW**

**ACTION: Recommend Approval**

**SUMMARY:**

Cottonwood Mall desires to connect to existing water and wastewater infrastructure located in 10000 Coors Bypass Blvd NW. The property for the proposed BJ's Restaurant is currently an existing parking lot located at the south end of the mall, north of the Coors Blvd. & Coors Bypass intersection. This location is outside the existing Water Authority Service Area and requires an agreement with the developer and Board approval. No additional infrastructure requirements are necessary 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

**COMMENTS:**

The developer is requesting approval as the restaurant is attempting to open ASAP.

**SERVICE CONNECTION  
AGREEMENT  
MALL AT COTTONWOOD, LLC, a Delaware limited liability company  
225 West Washington Street  
Indianapolis, IN  
46204-3438**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision ("Water Authority") and **MALL AT COTTONWOOD, LLC**, a Delaware limited liability company, whose address is 225 West Washington Street, Indianapolis, IN 46204, agree as follows:

**1. Recitals**

- A. **MALL AT COTTONWOOD, LLC**, a Delaware limited liability company ("Owner") is the owner of 10000 Coors Blvd Bypass NW Albuquerque, NM 87114 (Legal Description: As contained in the Title Commitment prepared for this property by Fidelity National Title Insurance Company, Commitment NO.: FT000142380-Title Amended, Effective Date: September 11, 2013. A portion of Tract Lettered "A-1-A" of the Plat of Tracts A-1 -A, B-1-A-1, B-1-B-1, B-2-A, B-3-A, B-4-A, and B-5-A-1, Second Revision Plat Cottonwood Mall, Albuquerque, New Mexico, as the same is shown and designated on the Second Revision Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 1997, in Plat Book 97C, Page 33. ("Property"), more particularly described and as shown in the Availability Statement for the Property. The Availability 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 proposed 6-inch fireline, 2-inch domestic water service, 1-inch irrigation service, and 2-inch force-main. .
- D. Water service to the Property will be taken from the existing 10-inch public waterline located adjacent to the existing Dillard's building and northerly of the project site. Wastewater service to the Property will tie into the existing public 10-inch public sanitary sewer line located at the southeast corner of Coors Boulevard Bypass and Cottonwood Loop. Installation of services shall be performed under the standard tapping permit or mini-work order process.
- E. A Water Supply Charge will be assessed against the Property as it was platted after July 15, 2007 and therefore subsequent to the implementation of the Water Supply Charge policy.

## 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:

Myles Minton, Chief Operating Officer  
MALL AT COTTONWOOD, LLC, a Delaware limited liability company  
225 West Washington Street, Indianapolis, IN 46204

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**

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

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

MALL AT COTTONWOOD, LLC, a  
Delaware limited liability company

By: WASHINGTON PRIME GROUP,  
L.P., an Indiana limited partnership, its  
sole member

By: WASHINGTON PRIME GROUP  
INC., an Indiana corporation, its general  
partner

By:   
Myles Minton, Chief Operating Officer

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

STATE OF Indiana )  
 ) ss.  
COUNTY OF Hancock )

This instrument was acknowledged before me on this 3 day of September 2014, by Nyles Mentzer [name]  
CEO, [title] of WCB,  
[company name], a \_\_\_\_\_ [type of entity], on behalf of said company.



Lori Marie Stadick  
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

August 29, 2014

**Chair**

Klarissa J. Peña  
City of Albuquerque  
Councilor, District 3

**Vice Chair**

Maggie Hart Stebbins  
County of Bernalillo  
Commissioner, District 3

Richard J. Berry  
City of Albuquerque  
Mayor

Art De La Cruz  
County of Bernalillo  
Commissioner, District 2

Rey Garduño  
City of Albuquerque  
Councilor, District 6

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1

*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)

Nina Raey  
Fancher Development Services, Inc.  
1342 Bell Ave., Suite 3K  
Tustin, CA 92780

**RE: Water and Sanitary Sewer Availability Statement #140810  
BJ's Cottonwood - 10000 Coors Blvd. NW - Zone Atlas Map: B-14**

Dear Ms. Raey:

**Project Information:** The subject site is located within the City of Albuquerque limits and is bounded by Coors Blvd. Bypass to the west, Coors Blvd. to the south and east, and Cottonwood Mall to the north. The proposed commercial development consists of an approximate 7,623 square foot restaurant located in the Dillard's parking lot which is currently zoned RC SU For a Regional Shopping Center for commercial use. The property lies within the Pressure Zone 1W in the Corrales trunk.

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

- 20 inch PVC distribution main (Project #26-3082-87) along Coors Blvd. Bypass.
- Ten inch PVC distribution main (Project #26-4193.92-99) within a public easement along the south side of Dillards, located just north of the proposed development.
- 12 inch asbestos cement distribution main (Project #07-002-75)

Sanitary sewer infrastructure in the area consists of the following:

- 24 inch PVC interceptor (Project #26-3082-87) along Coors Blvd. Bypass.
- 24 inch PVC force main (Project #26-4779.92-94) along Coors Blvd. Bypass.
- Ten inch PVC collector (Project #26-4193.93-97) along Coors Blvd.
- Ten inch PVC collector (Project #26-4193.92-99) along Cottonwood Loop.

**Water and Sewer Service:** The proposed utility plan indicated a proposed two inch water meter, a one inch irrigation meter, and a six inch fire line. Water service to the property will be provided via routine connections to the existing ten inch distribution main within the public easement located along the south of Dillard's. 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 ten inch collector along Cottonwood Loop.

**Fire Protection:** The instantaneous fire flow requirements for the subject property were submitted in the request for availability which included two fire hydrants and

an instantaneous flow required of 1,145 gallons per minute. Computer simulation data generated with InfoWater water modeling software indicates that the referenced pipe will provide the required flow according to the following set of parameters: peak static pressure of 116.57 psi and residual pressure of 112.42 psi. These parameters reflect the pressures in the main line at the referenced location. Additional head losses should be calculated from this point and incorporated into the final design. 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:** 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. 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. The property owner is responsible for attaining any necessary private easements for the sanitary sewer service if crossing private property for connection.

**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 Utility Development Section of the Water Authority will coordinate with the developer in order to execute this Agreement which requires Water Authority Board approval.

**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.

**Design and Construction** of all required improvements will be at the developer / property owner's expense and must be coordinated through Water Authority Mini Work Order 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 development shall be required to meet the standard water usage of 180 gallons per household per day which is equivalent to 75 gallons per capita per day. Indoor water use shall consist of 70% of total use with outdoor limited to 30%. 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.



**Closure:** This statement of service availability will remain in effect for a period of one 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 the Water Utility Development Office at (505) 924-3987, or by fax at (505) 924-3864 if you have questions regarding the information presented herein or need additional information.

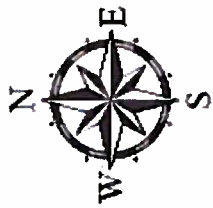
Sincerely,



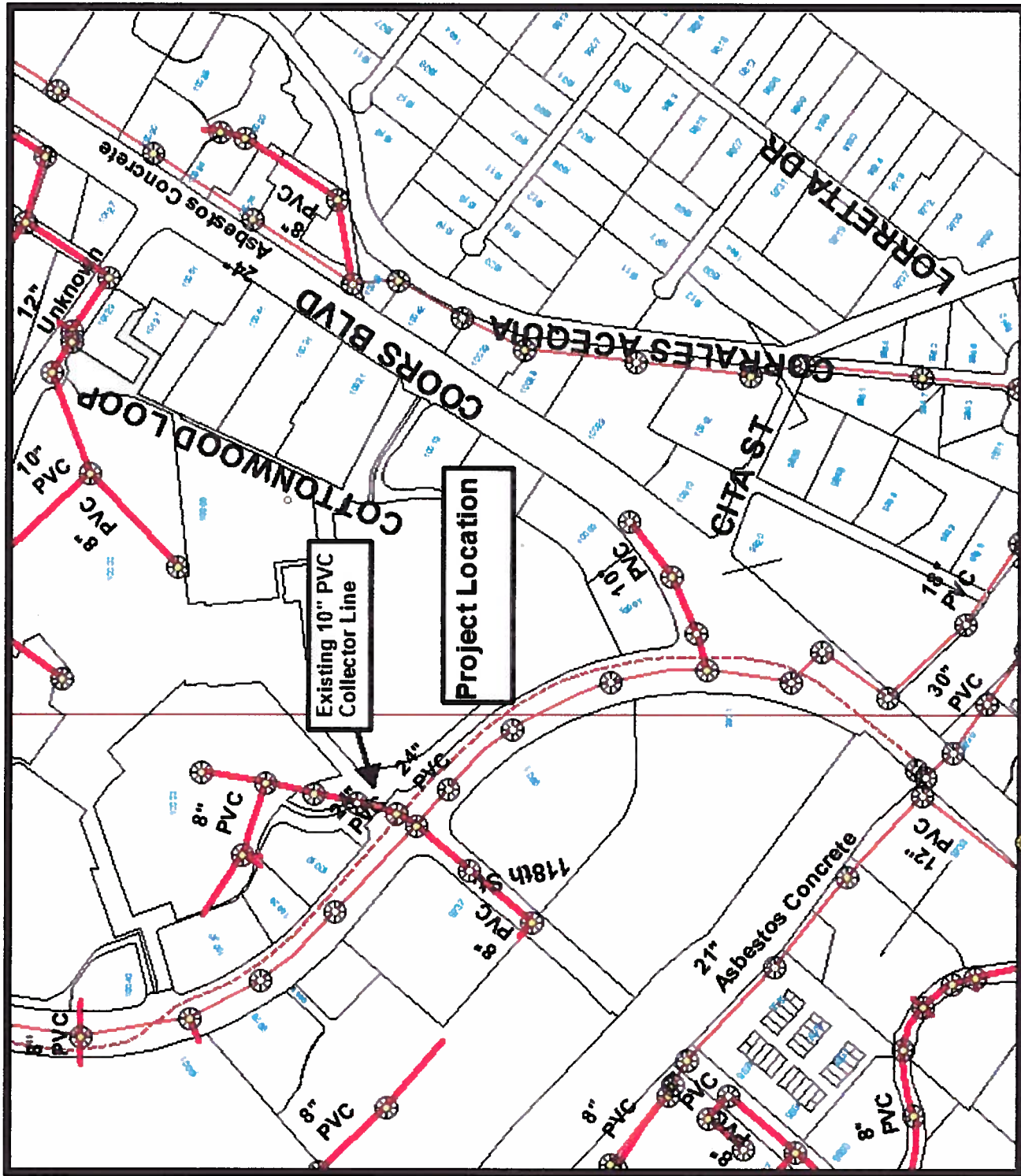
Mark S. Sanchez  
Executive Director

Enclosures: Infrastructure Maps (2)

f/ Availability 140810

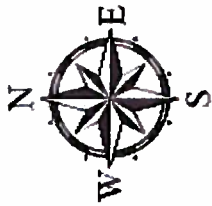


Legend	
	Sewer Manhole
	Sewer Pipe
	Asbestos Concrete
	Unknown
	Collector
	Force Main
	Subscriber
	Vacuum Line
	Sanitary Sewer

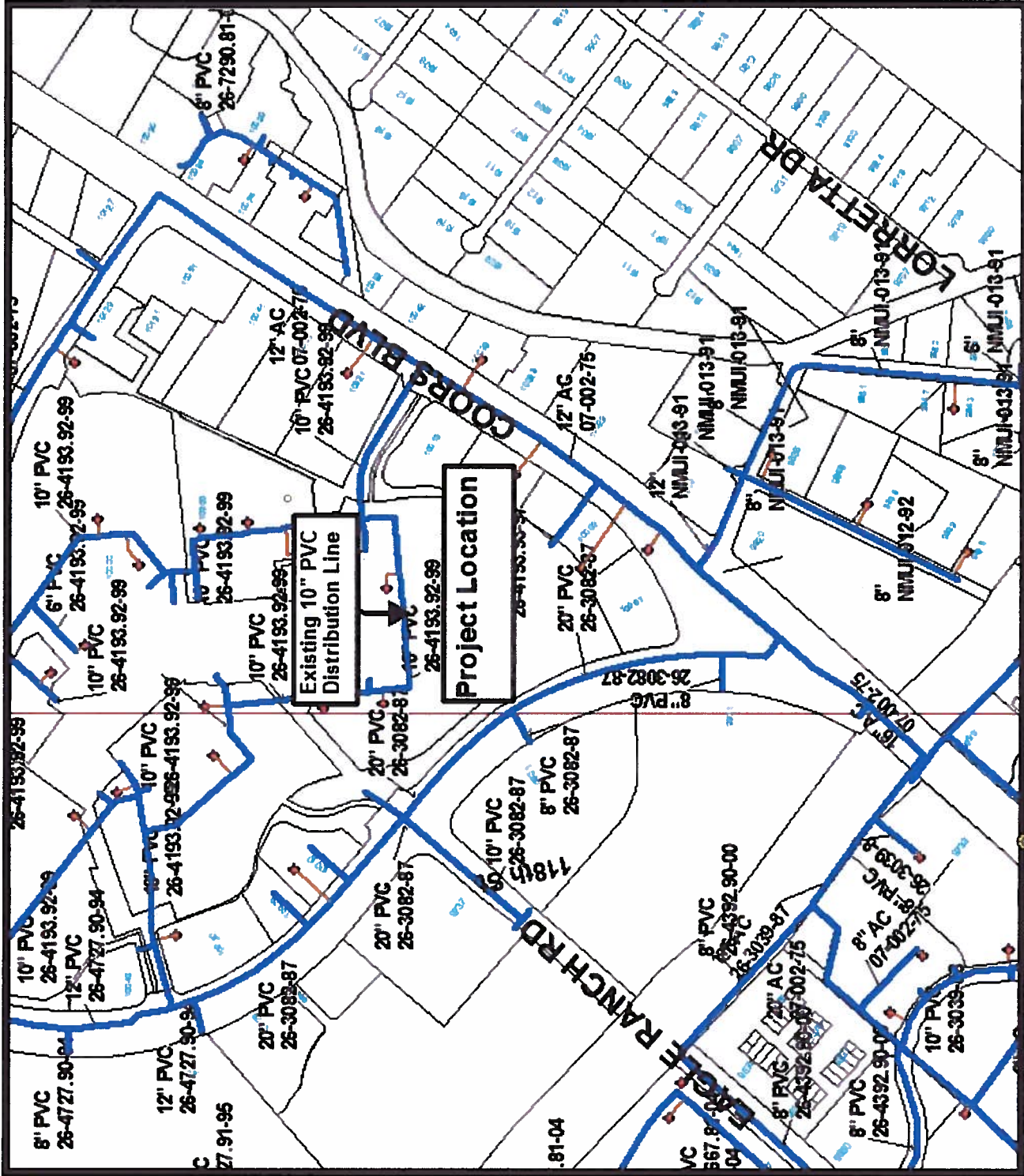


Availability Statement # 140810  
Sanitary Sewer Infrastructure





Legend	
	WATER PIPE
	Other Water Pipe
<b>SUBTYPE</b>	
	Distribution Main
	San. Line
	Tram. Line
	1st Zone Transmission
	2nd Zone Transmission
	3rd Zone Transmission
	Service
	Water Main
	Water
	Water
<b>WATER PIPE</b>	
	1st Zone Transmission
	2nd Zone Transmission
	3rd Zone Transmission



Availability Statement # 140810  
Water Infrastructure

