

Meeting Date: May 20, 2015

Staff Contact: Kristopher Cadena, Acting Principal Engineer, Utility Development

TITLE: C-15-10 – Service Connection Agreement for Water and Sewer Service with THR Properties at 9201 Eagle Ranch Rd. NW

ACTION: Recommend Approval

SUMMARY:

THR Properties desires to connect to existing water and wastewater infrastructure located at 9201 Eagle Ranch Rd. NW. The property for the proposed dental office is currently undeveloped land located at the northwest corner of Paseo Del Norte and Eagle Ranch Rd. NW. 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
THR
PROPERTIES
8201 Golf Course
RD NW
Albuquerque, New
Mexico 87120**

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision ("Water Authority") and **THR PROPERTIES**, whose address is 8201 Golf Course Road NW, Albuquerque NM, agree as follows:

1. Recitals

- A.** THR PROPERTIES is the owner of TRACT H- FOUNTAIN HILLS SUBDIVISION, 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 an 8" fire line, 1.5" water service, 6" sanitary sewer service.
- D.** Water service to the Property will be taken from the existing 12" waterline in Eagle Ranch Road. Wastewater service to the Property will tie into the existing 8" Sanitary Sewer line located in Eagle Ranch Road. 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:
THR PROPERTIES
8201 GOLF COURSE

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:  _____
Jim Tasker, MEMBER

Date: _____ 3-20-15

Date: _____

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 20th day of
March, 2015, by Jim Tasker [name]
Owner, [title] of THR Properties,
[company name], a LLC [type of entity], on behalf of said
company.



[Signature]
Notary Public

My Commission Expires:
July 15, 2017

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.

Notary Public

My Commission Expires:

EXHIBIT A

March 2, 2015

Chair

Maggie Hart Stebbins
County of Bernalillo
Commissioner, District 3

Vice Chair

Trudy E. Jones
City of Albuquerque
Councilor, District 8

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

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

Matt Satches
Bohannon Huston, Inc.
7500 Jefferson St NE
Albuquerque, NM 87109

RE: Water and Sanitary Sewer Availability Statement #150104
Project Name: Smiles for Kids Dental Office - Project Location: 9201
Eagle Ranch Rd, NW - Zone Atlas Map: C-13

Dear Mr. Satches:

Project Information: The subject site is located at the northwest corner of Paseo Del Norte and Eagle Ranch Rd. The proposed commercial development consists of approximately +/- 1.0 acres and the property is currently zoned SU-1 (PDA to include C-3 uses) for Commercial use. The property lies within the Pressure Zone 2WR in the Corrales trunk. The request for availability indicates plans to develop a 10,967 SF Dentist Office and another future building.

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

- 12 inch PVC Distribution Main (Project #26-4113.90-91) in Paseo Del Norte Blvd.
- 12 inch PVC Distribution Main (Project #26-4113.90-91) in Eagle Ranch Rd.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC Collector Line (Project #26-4878.90-95) in Paseo Del Norte Blvd.
- Eight inch PVC Collector Line (Project #26-4878.90-95) in Eagle Ranch Rd.

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 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.

Water and Sewer Service: New metered water service to the property can be provided via routine connection to the existing 12 inch PVC Distribution Main in

either Paseo Del Norte Blvd. or in Eagle Ranch Rd. 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 PVC Collector line in either Paseo Del Norte Blvd. or Eagle Ranch Rd.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 754 gallons-per-minute. As modeled using InfoWater™ computer software, the fire flow can be met. All new required hydrants as well as their exact locations must be determined through City of Albuquerque 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.

Design and Construction of all required improvements will be at the developer / property owner's expense and must be coordinated through the City of Albuquerque via the Work Order process. Designs must be by a licensed, New Mexico registered professional engineer. 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.

Matt Satches
Bohannon Huston, Inc.
March 2, 2015
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Please feel free to contact the Water Utility Development Office at (505) 289-3302, or by fax at (505) 289-3303 if you have questions regarding the information presented herein or need additional information.

Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)

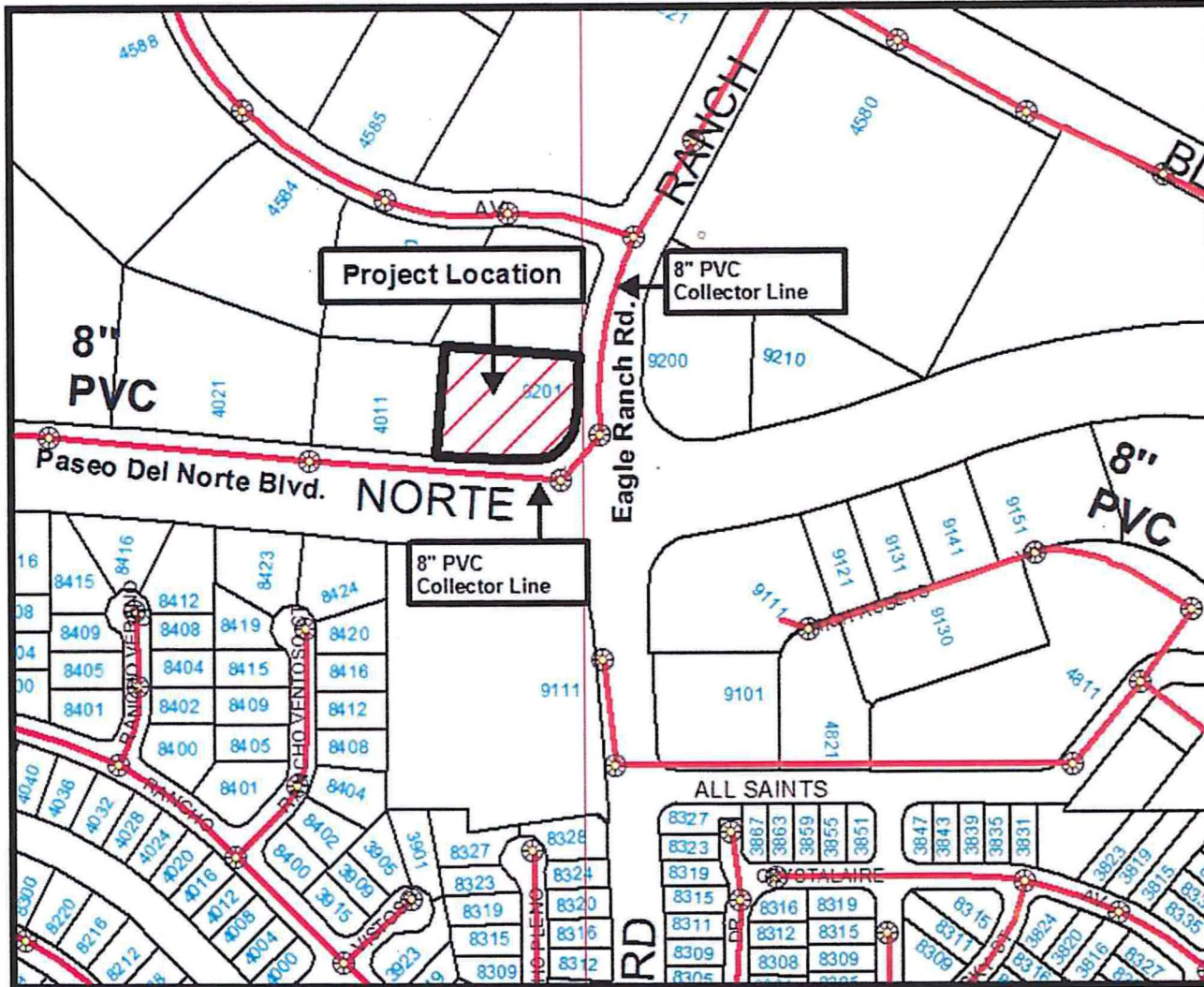
f/ Availability C-13



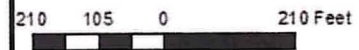
Legend	
	COUNTY/Trailer/Parcel_ID
Water Pipe	
	In Zone Transmission
	Out Zone Transmission
	Manhole
Sewer Pipe	
	Collector
	FORCE MAIN
	INTERCEPTOR
	VOCUUM LINE
	COUNTY/Trailer/Parcel_ID



Water Utility
Authority



Availability Statement # 150104
Sanitary Sewer Infrastructure





Legend

CONTRACTOR: Paseo, 2014 selection

WATER/WATER_PIPE
Water/Water Pipe

SUBTYPE

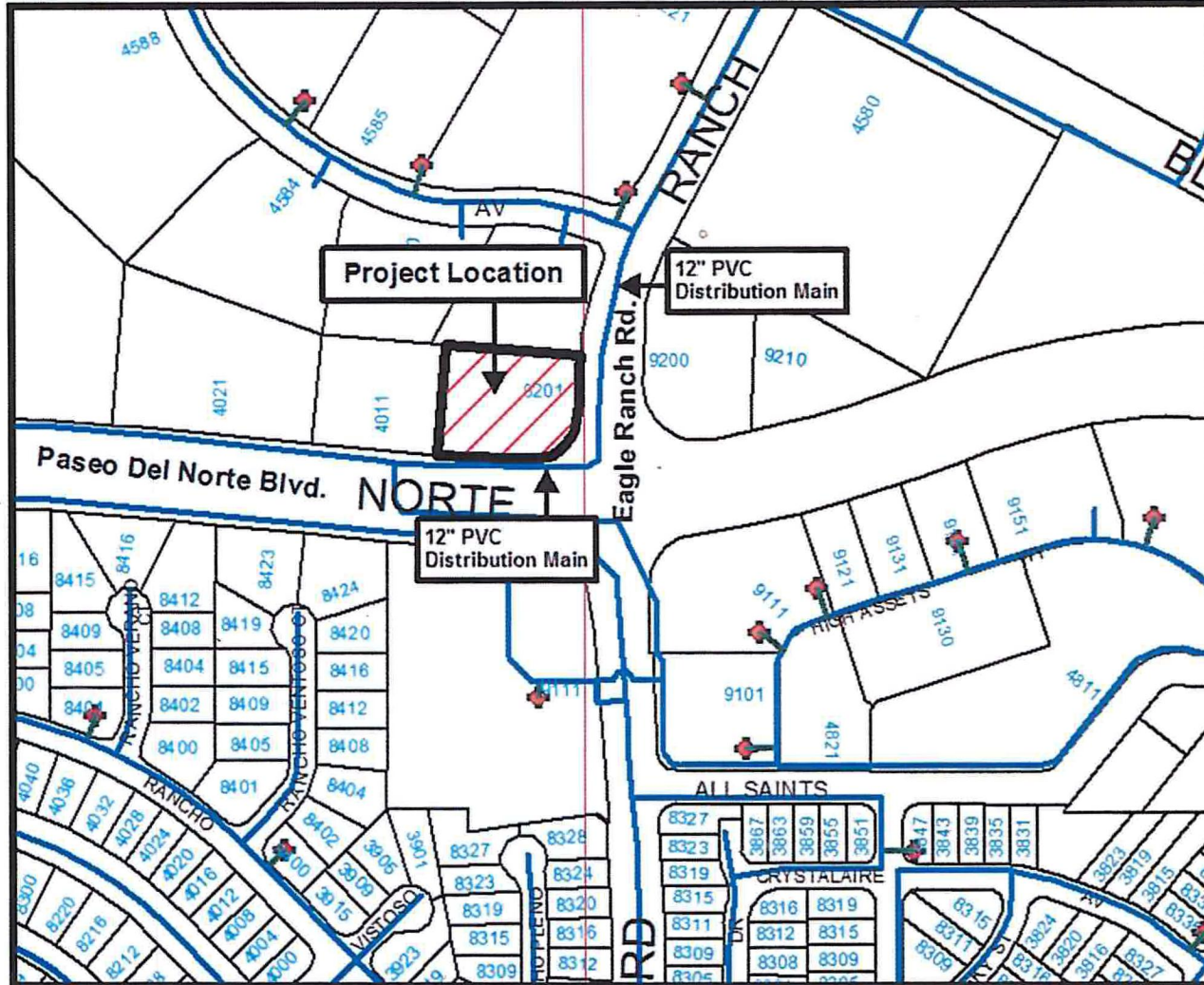
- Distribution Main
- Drain Line
- Hydrant Line
- In Zone Transmission
- Out Zone Transmission
- A/C Transmission
- Sewer
- Water Collector Line
- Water Main Line
- Hydrant

Water Pipe

SUBTYPE

- In Zone Transmission
- Out Zone Transmission

CONTRACTOR: Paseo, 2014



Water Utility
Authority

Availability Statement # 150104
Water Infrastructure

