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Meeting Date: March 18, 2015  
Staff Contact: Kristopher Cadena, Senior Engineer, Utility Development

**TITLE: C-15-8 – Service Connection Agreement for Water and Sewer Service with Fountain Hills, LLC at 4591 Vista Fuente Rd. NW**

**ACTION: Recommend Approval**

**SUMMARY:**

Fountain Hills, LLC desires to connect to existing water and wastewater infrastructure located in 4591 Vista Fuente Rd. NW. The property for the proposed Noah's Event Center at Fountain Hills is currently undeveloped land located south of Paradise Blvd., east of Education Pl and west of Eagle Ranch Rd. The property 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  
Fountain Hills  
LLC  
PO Box 94088  
Albuquerque, NM**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision ("Water Authority") and FountainHillsLLC, whose address is PO Box 94088 Albuquerque, NM 87199, agree as follows:

**1. Recitals**

- A. Fountain Hills LLCr ("Owner") is the owner of 4591 Vista Fuente Legal Description: Tract 1-A Fountain Hills ("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 2" water service, an 8" fire line, and a 4" sanitary sewer service.
- D. Water service to the Property will be taken from the existing 8" waterline along Vista Fuente Rd. Wastewater service to the Property will be taken from the extension of the 8" sanitary sewer along Vista Fuente Rd. to the west property line. Installation of services shall be performed under the 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:  
Fountain Hills LLC  
PO Box 94088

Owner Address

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: Michael [Signature] - Partner  
Name, Title Fountain Hills LLC

Date: 3-11-2015

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

STATE OF NM )  
 ) ss.  
COUNTY OF Bernalillo )

This instrument was acknowledged before me on this 11 day of March, 201, by Michael Montoya [name]  
Partner, [title] of Fountain Hills,  
[company name], a LLC [type of entity], on behalf of said company.

Nancy P. McRae

Notary Public

My Commission Expires:  
2-1-2016



OFFICIAL SEAL  
Nancy P. McRae  
NOTARY PUBLIC STATE OF NEW MEXICO  
My commission expires: 2-1-2016

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:  
\_\_\_\_\_

June 6, 2014

David Soule, P.E.  
Rio Grande Engineering  
1606 Central SE, Suite 201  
Albuquerque, NM 87106

**RE: Water and Sanitary Sewer Availability Statement #140404  
Noahs Event Center - Proposed Tract A-1, Fountain Hills  
Zone Atlas Map: C-12**

Dear Mr. Soule:

**Project Information:** The subject site is located north of Vista Fuente Rd. west of the intersection of Vista Fuente and Loma Fuente Ave., within the city limits. The proposed development consists of a vacant lot approximately +/- 9.03 acres and the property is currently zoned SU1-C3 for Commercial use. The property lies within the Pressure Zone 2WR in the Corrales trunk. According to the submitted request, the current proposed development intends the subdivision of a two acre portion from the existing tract A for the construction of a commercial event center.

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

- Eight inch PVC Distribution Main (Project #26-5844.80-10) in Vista Fuente.
- Eight inch PVC Stub-Out in public easement within project site.

Sanitary sewer infrastructure in the area consists of:

- Eight inch PVC Collector Line Stub-Out (Project # 584480) in Vista Fuente, southwest of the Vista Fuente and Loma Fuente intersection.
- Two – Eight inch PVC Sanitary Sewer Stub-Outs in public easements northeast of the proposed subdivision site.

**Water and Sewer Service:** New metered water service to the proposed subdivision is available via routine connection to the eight inch PVC Distribution Main in Vista Fuente or via connection to a developer funded onsite looped public waterline which extends from the existing eight inch PVC stub-out in Vista Fuente Rd.

Sanitary sewer service to this site is available via the developer funded extension of the eight inch PVC collector along the entire property frontage along Vista Fuente. In addition to the extension along Vista Fuente, an onsite public sanitary sewer can be extended from either of the two eight inch sanitary sewer stubs that are located within 15 foot public sanitary sewer easements on the property to the east.

**Fire Protection:** The instantaneous fire flow requirements for the subject property were submitted in the request for availability, which required 1,370 gallons per minute of instantaneous flow. Computer simulation data generated with InfoWater water modeling software indicates that the onsite water line will provide the required flow. All new required hydrants as well as their exact locations must be determined through City of

**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)

**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' is required for a single utility and 25' 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.

**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 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 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 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 C-12



**Legend**

- ◊ <all other values>
- Type**

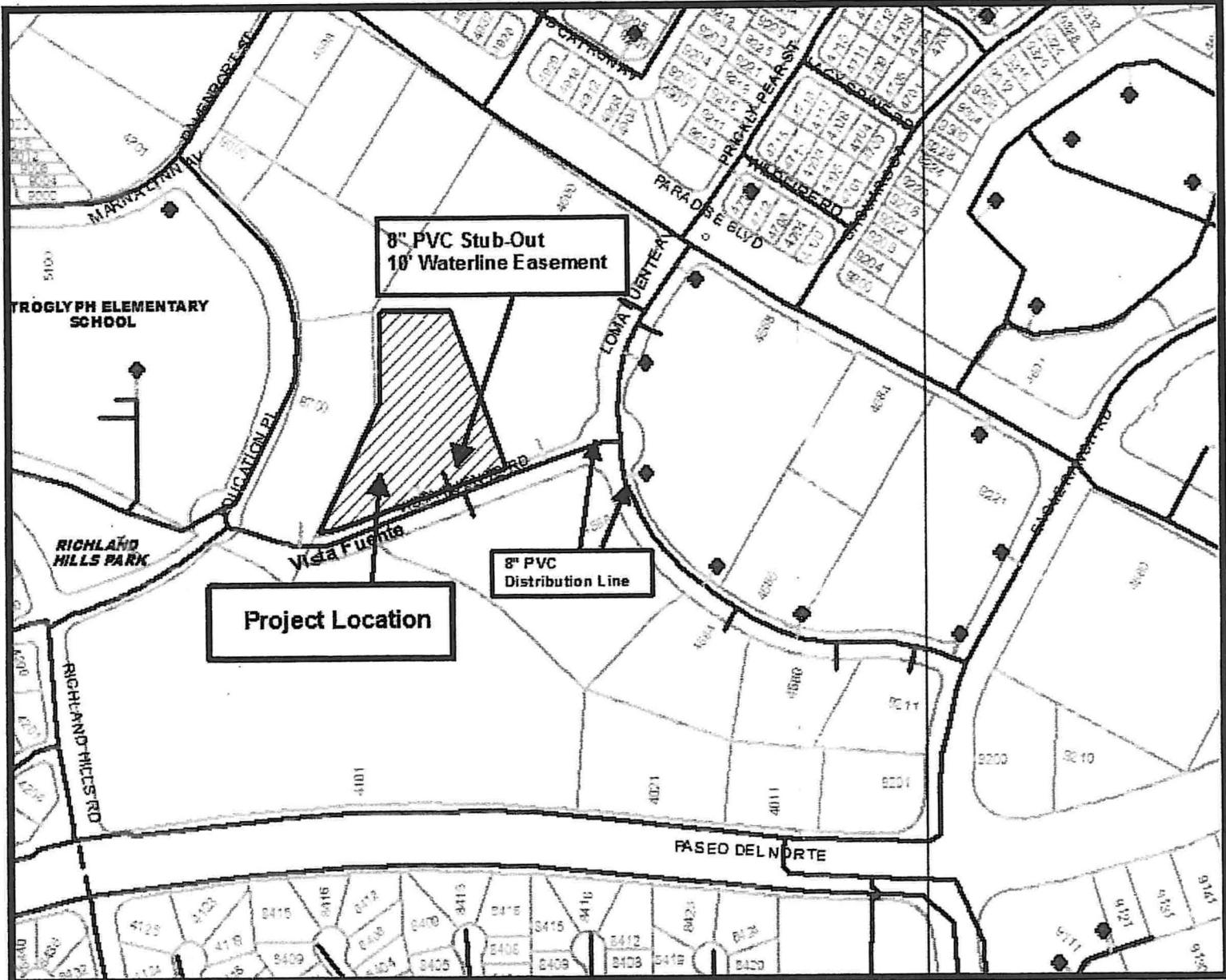
  - Hydrant
  - ◊ Hydrant

- Water Pipe**

  - <all other values>

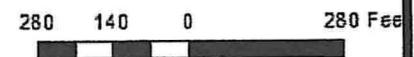
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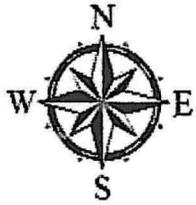
  - Distribution Main
  - Hydrant Leg
  - In Zone Transmission
  - Out Zone Transmission
  - Well Collector Line



Water Utility  
Authority

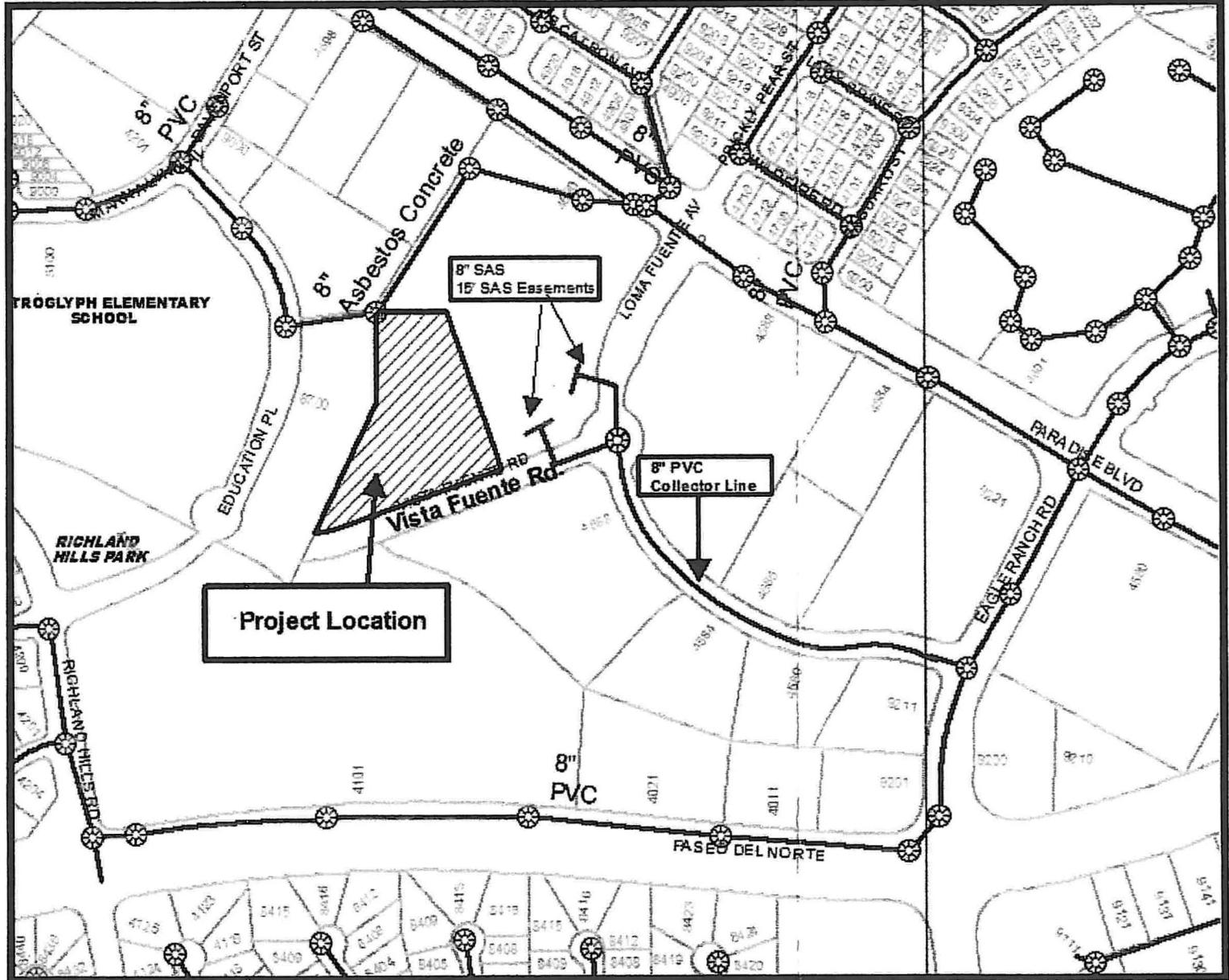
**Availability Statement # 140404**  
**Water Infrastructure**





**Legend**

- ◊ *<all other values>*
- Type**
  - Hydrant
  - Sewer Manhole
- Sewer Pipe**
  - <all other values>*
- SUBTYPE**
  - COLLECTOR
  - FORCE MAIN
  - INTERCEPTOR
  - VACUUM LINE



**Availability Statement # 140404  
Sanitary Sewer Infrastructure**

