



Meeting Date: April 20, 2022

Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

**TITLE: R-22-8 - Development Agreement for Cottonwood West Shopping Center**

**ACTION: Recommend Approval**

**SUMMARY:**

The development is located along the northwest corner of Coors Boulevard NW and 7 Bar Loop Road NW within the City Limits. The project consists of a retail commercial building development.

The property lies within Pressure Zone 2WR in the Corrales Trunk.

Water and wastewater service is contingent on the Developer constructing internal water distribution lines that tie to the existing infrastructure proximate to the property. Wastewater service shall be obtained by routine connection to existing public sanitary sewer collector lines.

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

**FISCAL IMPACT:**

None.



**DEVELOPMENT AGREEMENT**  
**Cottonwood West Shopping Center**

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

**1. Recitals**

- A.** Alamo Center, LLC is the “Developer” and owner of certain real property located in Alameda West Subdivision (collectively, the “Property”). The Property is shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located in the former New Mexico Utilities, Inc. (“NMUI”) service area, outside the Water Authority’s currently adopted Water Service Area.
- B.** The legal description for the property is: Tract C, Alameda West. The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- C.** The Property will develop as retail commercial building.
- D.** The Property is located in Pressure Zone 2WR of the Corrales 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 C** 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 City of Albuquerque (“City”) 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 City, 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 the City work order process.

- B.** The Developer will complete, or cause to be completed, construction of the Facility Improvements as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City 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 City. 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.

### 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:

Alamo Center, LLC  
Attn: Art Gardenswartz, Managing Member  
13405 Pino Ridge Place  
Albuquerque, NM 87111

**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**

**Developer  
Alamo Center, LLC,  
a New Mexico limited liability  
corporation**

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

By: \_\_\_\_\_  
Art Gardenswartz  
Managing Member

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

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

ACKNOWLEDGEMENTS

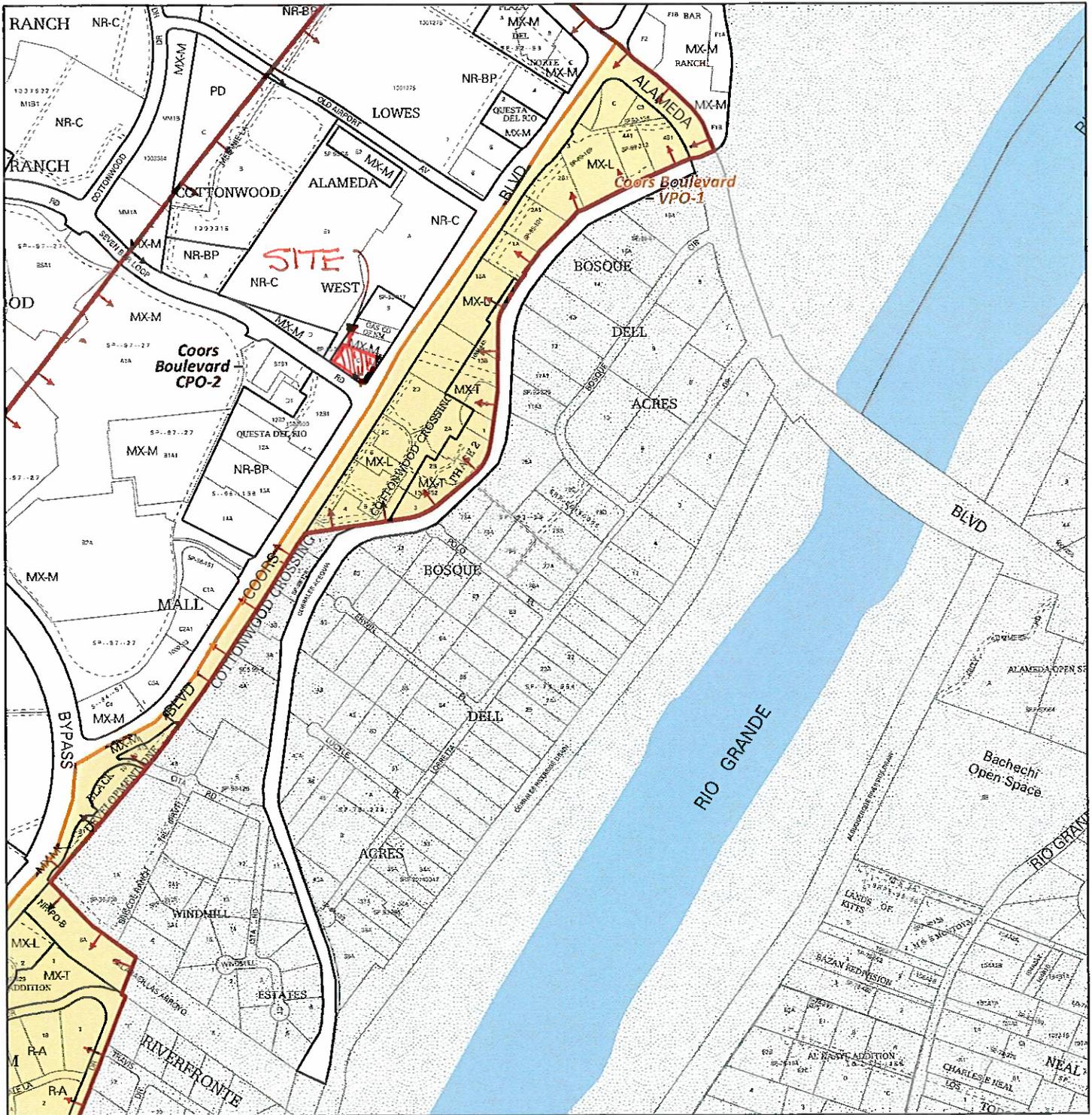
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ [name], \_\_\_\_\_, [title] of \_\_\_\_\_, [company name], a \_\_\_\_\_ [type of entity], on behalf of said company.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**Zone Atlas Map B-14**

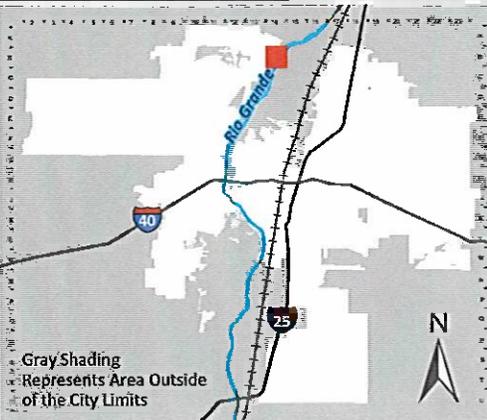


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

## IDO Zone Atlas May 2018



IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).



Gray Shading  
Represents Area Outside  
of the City Limits

Zone Atlas Page:  
**B-14-Z**

-  Easement
-  Escarpment
-  Petroglyph National Monument
-  Areas Outside of City Limits
-  Airport Protection Overlay (APO) Zone
-  Character Protection Overlay (CPO) Zone
-  Historic Protection Overlay (HPO) Zone
-  View Protection Overlay (VPO) Zone

0 250 500 1,000 Feet

**EXHIBIT B**  
**Existing Plat**

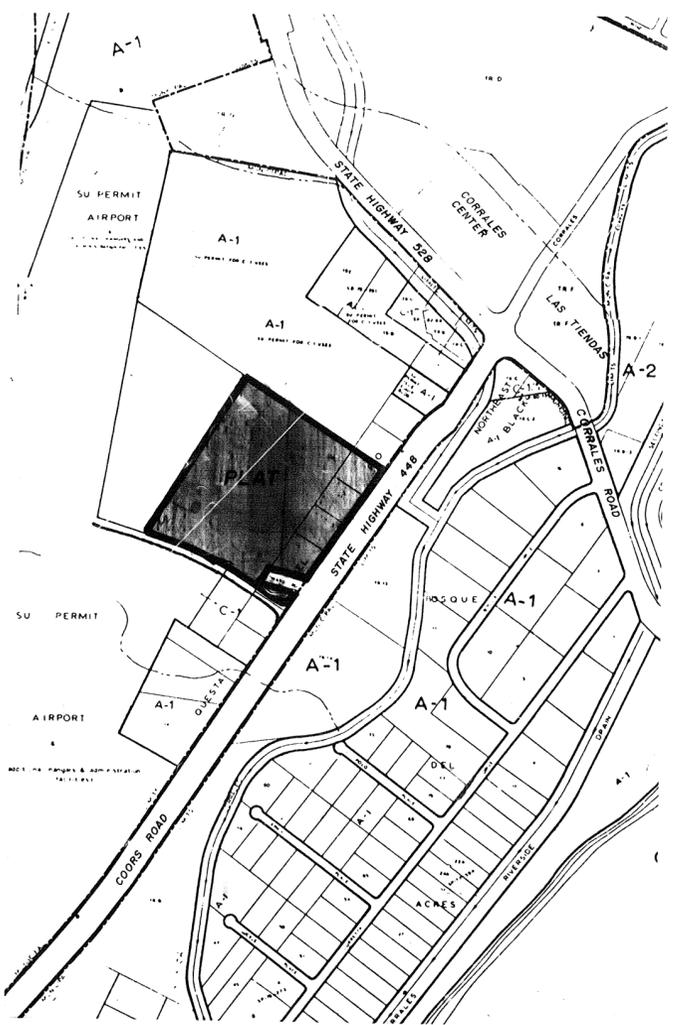
**Alameda West**  
**Subdivision**

C21-191-1

State of New Mexico  
County of Bernalillo  
This instrument was filed for record  
on 10<sup>th</sup> AUG 1983  
At 10:44 o'clock A.M. Recorded in Vol. 221  
of records of said County Folio 1911 107  
*[Signature]* Clerk & Recorder  
*[Signature]* Deputy Clerk

C21-191-1

**ALAMEDA WEST 83 54041**  
TOWN OF ALAMEDA GRANT  
SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST  
NEW MEXICO PRINCIPAL MERIDIAN  
BERNALILLO COUNTY, NEW MEXICO  
JULY, 1983



VICINITY MAP  
N.T.S.

**LEGAL DESCRIPTION**

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, comprising the major Westerly portion of Lots 5, 6, 7, 8, 9 and 10, Questa Del Rio, as the same are shown and designated on the plat entitled "QUESTA DEL RIO SUBDIVISION, A SUBDIVISION WITHIN THE TOWN OF ALAMEDA GRANT, BERNALILLO COUNTY, NEW MEXICO", recorded in the office of the County Clerk of Bernalillo County, New Mexico, on March 8, 1950, and a portion of said projected Section 8 lying Westerly of said Questa Del Rio Subdivision, more particularly described as follows:

BEGINNING at the Northeast corner of the parcel herein described, a point on the Westerly right of way line of New Mexico State Highway No. 448, whence (1) the intersection of the Northerly line of said Lot 5, Questa Del Rio Subdivision with said Westerly right of way line of New Mexico State Highway No. 448 bears N 32° 55' 39" E, 1.00 feet distant, (2) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears N 50° 19' 00" W, 9762.01 feet distant, and (3) New Mexico State Highway Commission Monument "NM-448-N12" bears N 37° 51' 31" E, 444.86 feet distant; Thence, S 32° 55' 39" W, 737.35 feet along said Westerly right of way line to a point; Thence,  
N 70° 44' 37" W, 217.85 feet to a point; Thence,  
N 32° 38' 57" E, 5.00 feet to a point; Thence,  
N 70° 44' 37" W, 20.00 feet to a point on the Westerly line of said Lot 8; Thence,  
S 32° 37' 56" W, 174.16 feet along the Westerly line of said Questa Del Rio Subdivision to the Northwest corner of said Lot 9; Thence,  
S 76° 26' 12" E, 244.04 feet along the Northerly line of said Lot 9 to a point on said Westerly right of way line of New Mexico State Highway No. 448; Thence,  
S 32° 55' 39" W, 181.92 feet along said Westerly right of way line to a point of curvature; Thence,  
Southwesterly, 39.88 feet on the arc of a curve to the right (said curve having a radius of 25.00 feet and a chord which bears S 78° 37' 41" W, 35.79 feet) to a point of tangency; Thence,  
N 55° 40' 15" W, 661.48 feet to a point of curvature; Thence,  
Northwesterly, 207.25 feet on the arc of a curve to the left (said curve having a radius of 734.00 feet and a chord which bears N 63° 45' 37" W, 206.56 feet) to a point of tangency; Thence,  
N 71° 50' 57" W, 15.53 feet to the Southwest corner of the parcel herein described; Thence,  
N 34° 19' 45" E, 1115.42 feet to the Northwest corner of the parcel herein described; Thence,  
S 55° 40' 15" E, 645.01 feet to a point on the Westerly line of said Questa Del Rio Subdivision, whence the Northwest corner of said Lot 5 bears N 32° 38' 59" E, 1.00 feet distant; Thence,  
S 57° 22' 46" E, 234.98 feet to the Northeast corner and point of beginning of the parcel herein described.  
Said parcel contains 21.4275 acres, more or less.

**GENERAL NOTES**

1. Bearings are grid and based on the New Mexico State Plane Coordinate System, Central Zone, and rotated to grid at the New Mexico State Highway Commission Monument "NM-448-N12".
2. Delta Alpha = -00° 13' 46"
3. Distances shown are ground.
4. Combined ground to grid factor = 0.99967595
5. Distances along curved lines are arc lengths.
6. All corners are a 5/8" rebar and survey stamped "HUGG LS 5823" unless otherwise indicated.

Reference is hereby made to the Drainage Report for Alameda West Shopping Center prepared by Bohannon-Huston, Inc. and dated July, 1983. Upon any sub-platting of this parcel, the dedication of inter-tract drainage easements for the preservation of common private drainage facilities may be required by the City of Albuquerque City Engineers.

**APPROVALS**

- [Signature]* 8-9-83  
Traffic Engineer, City of Albuquerque Traffic Dept. Date
- [Signature]* 7/27/83  
Chief City Surveyor, City of Albuquerque Engineering Department Date
- [Signature]*  
City of Albuquerque Water Resources Department Date
- [Signature]* 8/8/83  
Albuquerque Metropolitan Arroyo Flood Control Authority Date
- [Signature]* 8/11/83  
City Engineer, City of Albuquerque Engineering Department Date
- [Signature]*  
Mountain Bell Date
- [Signature]* 8/2/83  
Public Service Company of New Mexico Date
- [Signature]* 7-27-83  
Gas Company of New Mexico Date
- [Signature]* 8/8/83  
Property Management, City of Albuquerque Date.
- [Signature]* 8-9-83  
Parks and Recreation Department, City of Albuq. Date
- APPROVAL and CONDITIONAL ACCEPTANCE as specified by the Albuquerque Subdivision Ordinance.  
*[Signature]* 8-11-83  
City Planner, Albuquerque/Bernalillo County Planning Date
- SP-83-217**

**SURVEYORS CERTIFICATION**

I, Garry P. Hugg, New Mexico Professional Land Surveyor Number 5823, hereby certify that this plat of survey was prepared from field notes of an actual ground survey performed by me or under my supervision, that it shows all easements of record, that it meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, that it meets the Standards for Land Surveying as adopted by the New Mexico State Board of Registration for Professional Engineers and Land Surveyors, and that it is true and correct to the best of my knowledge and belief.

*[Signature]*  
Garry P. Hugg  
NMPLS No. 5823  
July 1, 1983



**H HUGG SURVEYING COMPANY**  
1701 Grande S.E. Rio Rancho, New Mexico 87124 Phone: (505) 892-8800

1-161-123

1-161-123

21-191-2

# ALAMEDA WEST

TOWN OF ALAMEDA GRANT  
SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST  
NEW MEXICO PRINCIPAL MERIDIAN

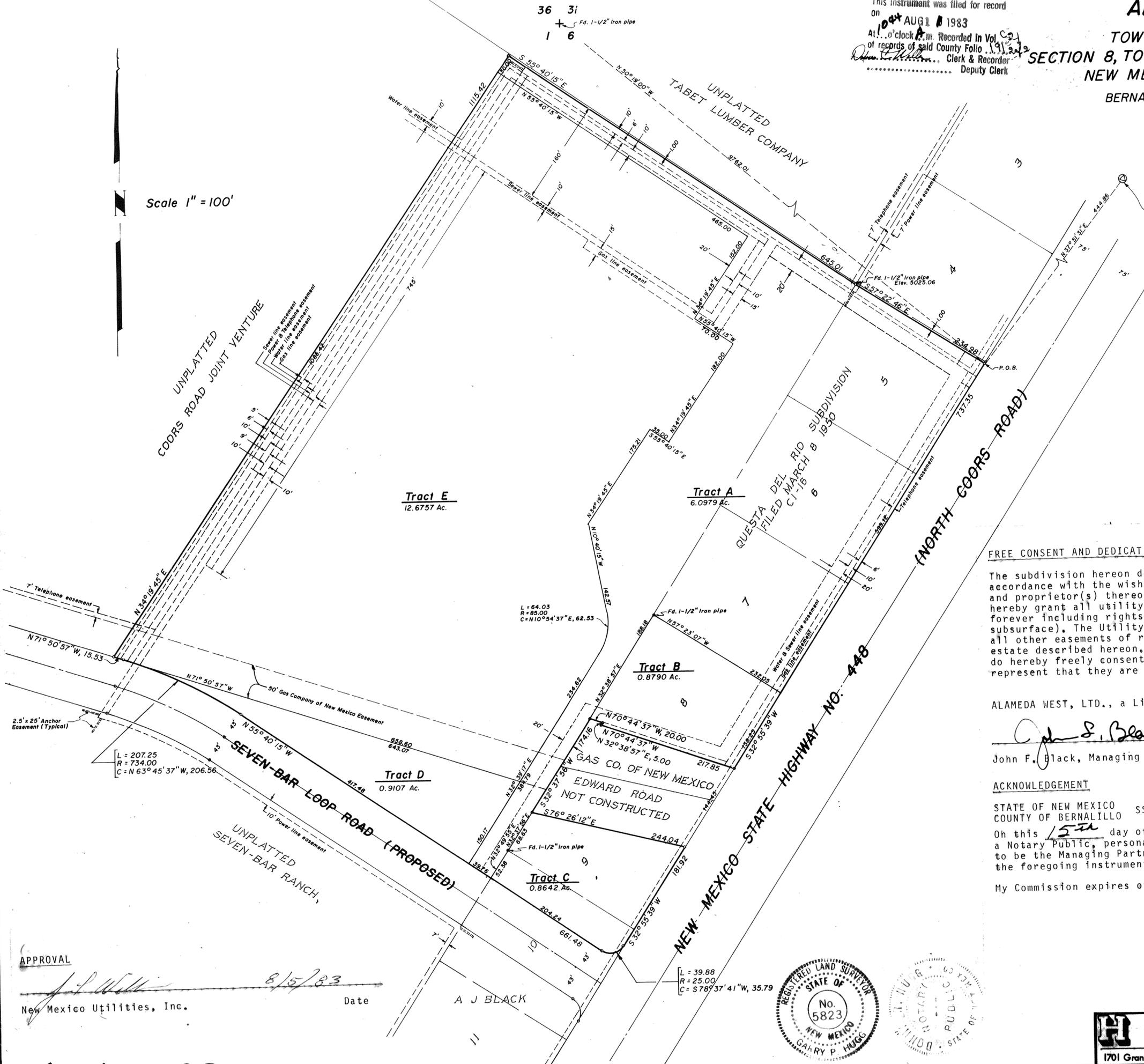
BERNALILLO COUNTY, NEW MEXICO  
JULY, 1983

This instrument was filed for record  
on 10th AUG 1 1983  
At 10:00 clock A.M. Recorded In Vol. 19122  
of records of said County Folio 19122  
*Donna R. Hugg* Clerk & Recorder  
Deputy Clerk

Scale 1" = 100'

36 3i  
+  
1 6  
Fd. 1-1/2" Iron pipe

New Mexico State Highway Commission  
Monument "M-448-N12"  
Y = 1,528,910.94  
X = 381,108.54  
Z = 5023.41



### FREE CONSENT AND DEDICATION

The subdivision hereon described is with the free consent of and in accordance with the wishes and desires of the undersigned owner(s) and proprietor(s) thereof and said owner(s) and proprietor(s) do hereby grant all utility easements shown hereon to the public use forever including rights of ingress and egress (both surface and subsurface). The Utility companies signing hereon hereby vacate all other easements of record over, under and across the real estate described hereon. The undersigned owner(s) and proprietor(s) do hereby freely consent to all of the foregoing and do hereby represent that they are so authorized to act.

ALAMEDA WEST, LTD., a Limited Partnership

*John F. Black*  
John F. Black, Managing Partner

### ACKNOWLEDGEMENT

STATE OF NEW MEXICO SS  
COUNTY OF BERNALILLO  
On this 15th day of July, 1983, before me the undersigned, a Notary Public, personally appeared John F. Black, to me known to be the Managing Partner of Alameda West, Ltd., who acknowledged the foregoing instrument on behalf of said partnership.

My Commission expires on July 16, 1983

*Donna R. Hugg*  
Notary Public

APPROVAL  
*J. P. Williams*  
New Mexico Utilities, Inc.  
Date 8/5/83

A J BLACK



21-191-2

**EXHIBIT C**  
**Serviceability Letter**  
**#210739**

August 20, 2021

**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

Fred Arfman  
Isaacson & Arfman  
128 Monroe St NE  
Albuquerque, NM 87108

**RE: Water and Sanitary Sewer Serviceability Letter #210739**  
**Project Name: Alameda West Commercial**  
**Project Address: 10127 Coors Blvd NW**  
**Legal Description: Tract C, Alameda West Subdivision**  
**UPC: 101406516235720225**  
**Zone Atlas Map: B-14**

Dear Mr. Arfman:

**Project Description:** The subject site is located on the northwest corner of Coors Boulevard and Seven Bar Loop Road within the City of Albuquerque. The proposed development consists of approximately 0.86 acres and the property is currently zoned MX-M for mixed use medium intensity. The property lies within the Pressure Zone 2WR in the Corrales trunk. The request for information indicates plans to construct a 5,600 square foot commercial building.

**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:

- Six-inch PVC distribution main (project #NMUI-071-84) along unnamed entrance road northwest of the subject parcel. This is a stub approximately in 50 feet length.
- 12-inch PVC distribution main (project #NMUI-071-84) along Seven Bar Loop Road frontage
- 12-inch PVC distribution main (project #NMUI-071-84) along Coors Boulevard, running southwesterly from a 90degree elbow from the aforementioned main in Seven Bar Loop Road
- Eight-inch PVC distribution main (project #NMUI-080-97) along the eastern side of Coors Boulevard

Sanitary sewer infrastructure in the area consists of the following:

- 12-inch PVC collector line (project #NMUI-071-84) along unnamed entrance road northwest of the site, and continuing northeasterly past the project's frontage to serve remaining parcels on the west side of this segment of Coors Boulevard
- Eight-inch PVC collector line (project #NMUI-062-95) along unnamed access road southwest of the subject parcel, providing service to the parcel across the frontage of Seven Bar Loop Road.
- 24-inch asbestos concrete interceptor line (project #07-007-80) along the east side of Coors Boulevard

**Water Service:** New metered water service to the property can be provided contingent upon a developer funded project to extend and up-size the distribution main stub, listed in the "Existing Conditions" section above. The up-sizing should replace the entirety of the existing stub and be at least eight-inches in diameter. It shall extend along the unnamed access drive such that the western parcel line of the site is covered. Upon completion of the extension, the project may obtain water service via routine connection to the upsized public main in the unnamed entrance road.

Additionally, service is contingent upon the generation of easements that would facilitate the extension of the upsized eight-inch public main within Alameda West to the north, such that a future extension could serve the two currently unserved parcels directly north of the site. This easement is required for this project because the proposed frontage improvement is not within the public right-of-way, and the additional easement is necessary for the unserved parcels to utilize the upsized public main for development.

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:** Sanitary sewer service can be provided via routine connection to the existing 12-inch PVC collector main within the entrance road northwest of the subject parcel, listed in the "Existing Conditions" section above. All food service establishments must install a grease trap upstream of the domestic private sewer connection prior to discharge into the public sanitary sewer lines.

**Fire Protection:** From the Fire Marshal's requirements, the instantaneous fire flow requirements for the project are 1,500 gallons-per-minute. There is also a requirement of one total fire hydrant, which is proposed to be installed with this project. As modeled using InfoWater™ computer software, the fire flow cannot be met. Analysis was performed by simulating the required fire flow at proposed hydrant.

In order to provide the required fire flow, infrastructure improvements are required. These improvements consist of up-sizing the stub to at least an eight-inch.

Any changes to the proposed connection points shall be coordinated through Utility Development. All new required hydrants as well as their exact locations must be determined through the City of Albuquerque 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:** 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. Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

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

**Water Use:** 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. Where available, outdoor water usage shall utilize reclaimed water.

**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 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 210739

# 210739 - Water



## Legend

- Project Location
- Valve
- Hydrant

## Pipe SUBTYPE

- Distribution Line
- Hydrant Leg



## --- General Map Keyed Notes

- 1. --- Proposed Waterline Extension
- 2. --- Existing Waterline Stub To Be Up-Sized
- --- Fire Flow Analysis Points
- 1. --- Analysis Point
- 2. --- Analysis Point



## 210739 - Sanitary Sewer



**Legend**

-  Project Location
-  Sewer Manhole

**Sewer Pipe  
SUBTYPE**

-  COLLECTOR
-  INTERCEPTOR

