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Meeting Date: February 5, 2025  
Staff Contact: Kristopher Cadena, Chief Engineer Utility Development

**TITLE: R-25-4 – Authorizing an Agreement for Water and Sewer Service for Cibola Loop Apartments**

**ACTION: Recommend Approval**

**SUMMARY:**

Authorizing development located near the intersection of Ellison Drive and Cibola Loop within the city limits. The project consists of a 171-unit multi-family apartment complex development.

Water and wastewater service is contingent on the Developer constructing a public sanitary sewer collector line that ties 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.

**BILL NO.                      R-25-4**

Vendor: J Jacob Enterprises Inc

Name of Person Filling out the Analysis: David Gutierrez

Name/Phone# of Project Manager: David Gutierrez, 505-415-9188

## **ACTION REVIEW COVER ANALYSIS**

(For New Contracts/Additional Services/Change Orders/Purchase Orders&Adjustments)

### **1. What item is being requested for review? (CIRCLE ONE)**

NEW CONTRACT / ADDITIONAL SERVICE / CHANGE ORDER

PURCHASE ORDER or ADJUSTMENT / OTHER Development Agreement

### **2. What will this item do?**

Authorize the construction of a public sanitary sewer line and ABCWUA water and sewer service to a 171 unit multifamily apartment complex outside the Established Service Area.

### **3. Why is it needed?**

The project is located outside of the Established Service Area and ABCWUA mains need to be extended to serve this project. The Expansion Ordinance states that in this condition an approved development agreement is required.

### **4. How much will it cost and what is the funding source?**

No costs will be incurred. Developer funded.

### **5. Does this action require/authorize any movement of funds within the CIP administratively or commits to a clean up in the future? No**

### **6. What will happen if this/these item(s) is(are) not approved?**

The proposed 171 unit multifamily apartment complex will not receive service and will not be constructed.

## **DEVELOPMENT AGREEMENT**

### **Cibola Loop Apartments**

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

#### **1. Recitals**

- A.** J Jacob Enterprises Inc is the “Developer” and owner of certain real property located in Cibola Loop Subdivision (collectively, 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: TR B-1 BULK PLAT TRACTS A-1, A-2, B-1 & C-1 CIBOLA LOOPSUBDIVISION CONT 5.1785 AC. The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- C.** The Property will develop as 171-unit multi-family apartment complex.
- 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 take service from the Facility Improvements 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 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.
- F.** Upon completion of all Work Order projects, the Developer shall provide to the Water Authority a completed Asset Data Table of the assets installed/constructed or any other asset information required of the Water Authority.

### 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, Enhancing the Water Conservation Ordinance, the developer agrees to incorporate water conservation guidelines. Pursuant to Water Authority Water Waste Reduction Ordinance, the developer agrees to incorporate design, installation, and maintenance practices to mitigate water waste.
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:

Jerome Maldonado  
Owner  
J Jacob Enterprises Inc  
6841 4<sup>th</sup> St. NW, Suite B  
Los Ranchos De Albuquerque, NM 87107

**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**

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

**Developer  
J Jacob Enterprises Inc,  
a New Mexico limited liability  
corporation**

By: \_\_\_\_\_  
Jerome Maldonado  
Owner  
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.



[illegible]

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.

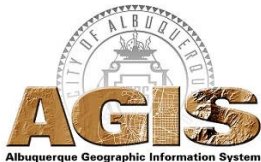
**EXHIBIT A**  
**Zone Atlas Map A-13-Z**

# Exhibit A

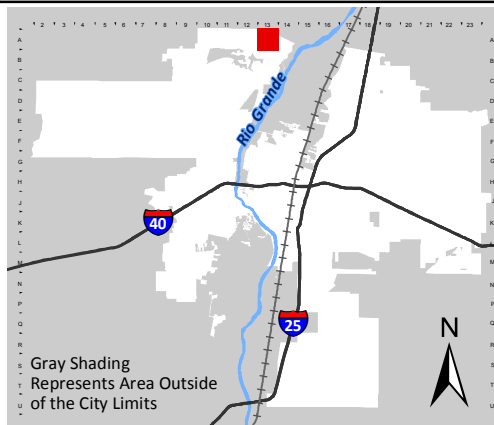


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

## 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).



### Zone Atlas Page: A-13-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.1**

**Existing Plat**

**Cibola Loop Subdivision  
Subdivision**







BULK PLAT  
TRACTS A-1, A-2, B-1 & C-1  
CIBOLA LOOP SUBDIVISION  
WITHIN  
THE TOWN OF ALAMEDA GRANT  
PROJECTED SECTION 6,  
TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M.  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
DECEMBER, 2016

26.3355 ACRES

EASEMENTS

- ① EXISTING 10' ABCWUA SANITARY SEWER EASEMENT (12-05-1974, BOOK MISC 345, PAGE 971)
- ② EXISTING 50' RADIUS TEMPORARY TURNING EASEMENT (11-08-1985, C28-161)
- ③ EXISTING 10' PUE (12-21-1989, C40-075)
- ④ EXISTING 10' PUE (02-21-1986, BOOK MISC 323A, PAGE 942)
- ⑤ EXISTING 12' UNDERGROUND QWEST EASEMENT (11-08-1985, C28-161)
- ⑥ EXISTING 10' PUE (04-29-2009, 2009C-066)
- ⑦ EXISTING C.O.A. PERMANENT DRAINAGE EASEMENT (05-05-1999, 1999060060)
- ⑧ EXISTING RECIPROCAL CROSS LOT ACCESS & DRAINAGE EASEMENT FOR THE JOINT USE AND BENEFIT OF AND TO BE MAINTAINED BY TRACTS A, B & C (04-29-2009, 2009C-066)

AGRS MONUMENT  
"5-A13 2003"  
N=1530468.627  
E=1518153.564  
C-C=0.999679086  
 $\Delta\alpha=-00^{\circ}14'09.47''$   
CENTRAL ZONE  
(NAD83)  
ELEVATION=5057.842  
(NAVD88)

100' 50' 0 100' 200'  
SCALE: 1" = 100'

**ALDRICH LAND SURVEYING**

P.O. BOX 30701, ALBQ., N.M. 87190  
505-884-1990

PROPERTY CORNERS

- SET 1/2" REBAR WITH CAP OR PK WITH TAG "LS 7719" (TYP.)
- FOUND 5/8" REBAR WITH CAP "LS 11599"

LINE	BEARING	DISTANCE	
L1	N 84°30'19" W	340.16'	(N84°30'47"W) (340.16')
L2	S 05°29'41" W	438.45'	(S05°29'12"W) (438.45')
L3	N 84°30'19" W	221.42'	(N84°30'17"W) (221.35')
L4	N 84°30'19" W	200.08'	(N84°30'17"W) (200.00')
L5	S 05°29'41" W	12.00'	(S05°29'41"W) (12.00')
L6	N 84°30'19" W	170.46'	(N84°30'17"W) (170.41')
L7	N 09°23'51" W	50.00'	(N09°23'51"W) (50.00')
L8	N 12°15'36" W	80.10'	(N12°15'36"W) (80.10')
L9	N 09°23'51" W	86.78'	(N09°23'51"W) (86.26')
L10	S 84°30'19" E	207.09'	(S84°33'01"E) (206.75')
L11	S 05°29'41" W	81.50'	(S05°27'00"W) (81.53')

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	42.57'	150.00'	16°15'37"	N 76°22'31" W (29°)	42.43'
C2	42.57'	150.00'	16°15'37"	S 76°22'31" E (29°)	42.43'
C3	269.61'	1278.00'	12°05'14"	N 89°27'04" E (06°)	269.11'
C4	45.66'	30.00'	87°11'42"	N 52°59'42" W (39°)	41.38'
C5	1226.58' (1226.05')	670.00'	104°53'32" (50°50')	N 43°02'55" E (01°34')	1062.33' (1062.01')
C6	823.10'	524.00'	90°00'00" (01°)	S 39°30'19" E (33°00')	741.05'

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32/14/2017 01:48 PM Page: 2 of 4  
PLAT R: \$25.00 B: 2017C P: 0017 Linda Stover, Bernalillo County

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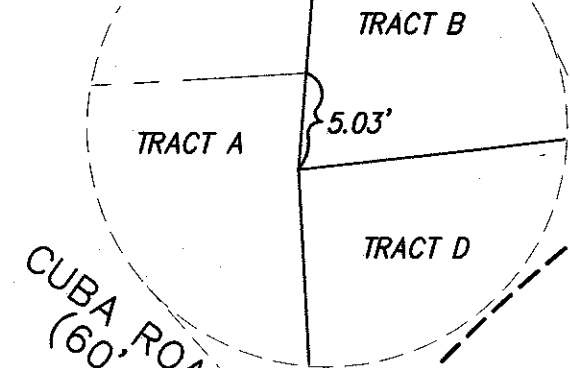


BULK PLAT  
TRACTS A-1, A-2, B-1 & C-1  
CIBOLA LOOP SUBDIVISION  
WITHIN  
THE TOWN OF ALAMEDA GRANT  
PROJECTED SECTION 6,  
TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M.  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
DECEMBER, 2016

EASEMENTS

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- ② EXISTING 50' RADIUS TEMPORARY TURNING EASEMENT (11-08-1985, C28-161)
- ③ EXISTING 10' PUE (12-21-1989, C40-075)
- ④ EXISTING 10' PUE (02-21-1986, BOOK MISC 323A, PAGE 942)
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- ⑦ EXISTING C.O.A. PERMANENT DRAINAGE EASEMENT (05-05-1999, 1999060060)
- ⑧ EXISTING RECIPROCAL CROSS LOT ACCESS & DRAINAGE EASEMENT FOR THE JOINT USE AND BENEFIT OF AND TO BE MAINTAINED BY TRACTS A, B & C (04-29-2009, 2009C-066)

DETAIL: 1" = 10'



DETAIL: 1" = 20'

DETAIL: 1" = 20'

MILL ROAD NW  
(60' R/W)

LUNA PARK  
STREET NW  
(71' R/W)

CUBA ROAD NW  
(60' R/W)

CIBOLA LOOP NW

TRACT A-2  
9.1422 AC

TRACT A-1  
6.8934 AC

TRACT C-1  
5.1214 AC

TRACT B-1  
5.1785 AC

TRACT B-9E-2-A  
SEVEN-BAR RANCH  
(02-13-2008, 2008C-026)

ELLISON DRIVE NW  
(156' R/W)

ELLISON DRIVE NW (156' R/W)

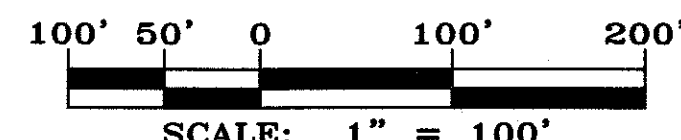
DETAIL: 1" = 20'

NEW 40' WIDE PRIVATE RECIPROCAL CROSS LOT ACCESS EASEMENT AND PRIVATE WATERLINE, SANITARY AND DRAINAGE EASEMENT FOR THE JOINT USE AND BENEFIT OF AND TO BE MAINTAINED BY TRACTS A-1, A-2, B-1, & C-1 WITH THE FILING OF THIS PLAT.

PROPERTY CORNERS

○ SET 1/2" REBAR WITH CAP OR PK WITH TAG "LS 7719" (TYP.)

● FOUND 5/8" REBAR WITH CAP "LS 11599"



ALDRICH LAND  
SURVEYING

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DOC# 2017013734  
02/14/2017 01:48 PM Page: 3 of 4  
PLAT R: 325 00 B: 2017C P: 0017 Linda Stover, Bernalillo County

BULK PLAT  
TRACTS A-1, A-2, B-1 & C-1  
CIBOLA LOOP SUBDIVISION  
WITHIN  
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CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
DECEMBER, 2016

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	42.57'	150.00'	16°15'37"	S76°22'31"E	42.43'
C2	42.57'	150.00'	16°15'37"	S76°22'31"E	42.43'
C3	269.61'	1278.00'	12°05'14"	N89°27'04"E	269.11'
C4	45.66'	30.00'	87°11'42"	S52°59'42"E	41.38'
C5	1226.58'	670.00'	104°53'32"	S43°02'55"W	1062.33'
C6	823.10'	524.00'	90°00'00"	N39°30'19"W	741.05'
C7	415.66'	670.00'	35°32'46"	S8°22'32"W	409.03'
C8	810.91'	670.00'	69°20'46"	S60°49'18"W	762.32'
C9	72.42'	524.00'	7°55'06"	N80°32'46"W	72.36'
C10	750.68'	524.00'	82°04'54"	N35°32'46"W	688.11'
C11	70.19'	500.06'	8°02'30"	N0°47'43"E	70.13'
C12	16.67'	1045.12'	0°54'49"	S83°23'37"W	16.67'
C13	138.37'	274.24'	28°54'34"	S68°28'56"W	136.91'
C14	105.15'	492.66'	12°13'45"	S63°02'06"W	104.95'
C15	108.33'	236.00'	26°18'02"	S82°17'59"W	107.38'
C16	76.76'	1005.00'	4°22'33"	S84°50'43"W	76.74'
C17	151.61'	20993.39'	0°24'50"	N86°49'34"E	151.61'
C18	61.93'	21013.39'	0°10'08"	N86°56'55"E	61.93'
C19	67.16'	20973.39'	0°11'00"	N86°56'29"E	67.16'
C20	28.22'	28.00'	57°45'06"	N57°58'26"E	27.04'
C21	80.96'	71.00'	65°19'58"	N61°45'52"E	76.64'
C22	31.34'	28.00'	64°07'48"	S61°04'14"E	29.73'
C23	43.64'	71.00'	35°13'02"	S46°36'51"E	42.96'
C24	29.81'	28.00'	60°59'51"	S33°43'27"E	28.42'
C25	47.52'	480.02'	5°40'20"	S0°23'22"E	47.50'

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C26	48.72'	30.00'	93°02'52"	S48°58'15"W	43.54'
C27	48.20'	30.00'	92°03'17"	N36°37'47"E	43.18'
C28	49.91'	30.00'	95°18'42"	S49°41'13"E	44.35'
C29	39.31'	25.00'	90°05'51"	S50°24'05"W	35.39'
C30	39.29'	25.00'	90°02'42"	S39°31'39"E	35.37'
C31	99.15'	215.75'	26°19'55"	N82°17'59"E	98.28'
C32	117.51'	256.00'	26°18'02"	S82°17'59"W	116.48'
C33	109.42'	512.66'	12°13'45"	S63°02'06"W	109.21'
C34	99.88'	475.08'	12°02'43"	N63°06'41"E	99.69'
C35	80.17'	294.24'	15°36'43"	N61°50'00"E	79.93'
C36	56.18'	256.47'	12°32'59"	S60°09'28"W	56.06'
C37	34.80'	27.98'	71°16'00"	N77°56'02"W	32.60'
C38	53.59'	70.92'	43°17'44"	N63°56'54"W	52.32'
C39	25.99'	28.00'	53°11'30"	N43°02'37"E	25.07'
C40	51.21'	71.00'	41°19'27"	N37°06'36"E	50.11'
C41	29.81'	28.00'	60°59'51"	N27°16'24"E	28.42'
C42	45.15'	520.06'	4°58'28"	N0°44'17"W	45.14'
C43	45.16'	30.00'	86°15'16"	N41°22'41"W	41.02'
C44	33.26'	670.00'	2°50'40"	S7°58'31"E	33.26'

Line Table

Line #	Direction	Length
L1	S84°30'19"E	340.16'
L2	N5°29'41"E	438.45'
L3	S84°30'19"E	221.42'
L4	S84°30'19"E	200.08'
L5	N5°29'41"E	12.00'
L6	S84°30'19"E	170.46'
L7	S9°23'51"E	50.00'
L8	S12°15'36"E	80.10'
L9	S9°23'51"E	86.78'
L10	N84°30'19"W	207.09'
L11	N5°29'41"E	81.50'



P.O. BOX 30701, ALBQ., N.M. 87190  
505-884-1990

Dwg: PLAT SHT3.dwg	Drawn: STEPHEN	Checked: ALS	Sheet 4 of 4
Scale: AS SHOWN	Date: 01/10/17	Job: A16025	

DOC# 2017013734

02/14/2017 01:49 PM Page: 4 of 4  
PLAT R: \$26.00 B: 2017C P: 0017 Linda Stover, Bernalillo County



**EXHIBIT B.2**  
**Proposed Plat**

**Not Applicable**  
**Subdivision**

**EXHIBIT C**  
**Serviceability Letter**  
**#240720**

November 7, 2024

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County of Bernalillo  
Commissioner, District 5

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Luis Noriega  
Tierra West LLC  
5571 Midway Park Place NE

**RE: Water and Sanitary Sewer Serviceability Letter #240720**  
**Project Name: Cibola Loop Multi Family**  
**Project Address: Cibola Loop NW Albuquerque 87114**  
**Legal Description: Tr B-1 Bulk Plat Tracts A-1, A-2, B-1 & C-1 Cibola Loop**  
**Subdivision CONT 5.1785AC**  
**UPC: 101306632712340310**  
**Zone Atlas Map: A-13-Z**

Dear Mr. Noriega:

**Project Description:** The subject site is located in Cibola Loop, north of Ellison Drive, within the City of Albuquerque. The proposed development consists of approximately 5.18 acres and the property is currently zoned MX-L; mixed-use, light intensity for residential development. The property lies within the Pressure Zone 2WR in the Corrales Trunk.

The Request for Availability indicates plans to access water and sanitary sewer utilities for new 171-unit multi-family apartment building.

**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:**

There is an existing Irrigation Institutional account for this property assigned to 4051 Ellison Drive NW.

Water infrastructure in the area consists of the following:

- Eight-inch PVC distribution line (project #26-3727.90-97) along Ellison Drive.
- Eight-inch asbestos cement distribution line (project #07-002-75) along Ellison Drive.
- Eight-inch PVC distribution line (project #26-2750-86) along Cibola Loop
- Eight-inch PVC distribution line (project #26-5182.90-96) along Cibola Loop
- Eight-inch PVC distribution line (project #26-5752.81-98) along Cibola Loop
- Eight-inch PVC distribution line (project #26-6069.81-04) along Cibola Loop

Sanitary sewer infrastructure in the area consists of the following:

- 18-inch PVC sanitary sewer interceptor, (project #26-3727.90-97) along Ellison Road.
- Eight-inch PVC sanitary sewer collector (project #26-2750-86) along Cibola Loop.
- Eight-inch PVC sanitary sewer collector (project #26-5182.90-96) along Cibola Loop.
- Eight-inch PVC sanitary sewer collector (project #26-5752.81-98) along Cibola Loop.

**Water Service:** New metered water service to the property can be provided via routine connection to the eight-inch line in Ellison Road. The engineer is responsible for determining pressure losses and sizing 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. Fire hydrants shall be on main lines when water lines are extended, in conjunction with coordination with the Fire Marshal and according to spacing criteria that varies according to proposed land use adjacent to the water line. 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 the 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 a public eight-inch collector from the existing 18-inch PVC interceptor in Ellison Drive, at a new manhole on the 18-inch interceptor, north for a sufficient distance that this property, UPC# 101306632712340310, and the property to the west, UPC# 101306627014140306, may connect perpendicularly. Once this new public eight-inch collector is constructed the property may obtain sanitary sewer service via routine connection to the new eight-inch collector. 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:** From the Fire Marshal's requirements, the instantaneous fire flow requirements for the project are 3,875 GPM gallons per minute. Four fire hydrants are required. There is one existing hydrant available and three new hydrants are proposed with this project. As modeled using InfoWater™ computer software, the fire flow **CAN** be met by applying the required fire flow to the system as shown in the information provided by the requestor. Analysis was performed by simulating the required fire flow at the existing and proposed fire hydrant locations.

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 Prevention and Control Ordinance, all new non-residential premises must have a reduced pressure principal backflow prevention assembly approved by the Water Authority installed at each domestic service connection at a location accessible to the Water Authority. No tees, branches, possible connection fittings, or openings are allowed between the reduced principal backflow prevention assembly and the service connection unless protected by a backflow prevention assembly. Per the Cross Connection Prevention and Control Ordinance, multi-family dwellings of three or more stories, such as apartment buildings, must adhere to the cross-connection prevention requirements for non-residential premises. These requirements also apply to all remodeled non-residential premises when the work area of the building undergoing repairs, alterations, or rehabilitation, as defined in the International Existing Building Code, exceeds 50 percent of the aggregate area of the building regardless of the costs of repairs, alteration, or rehabilitation.

All non-residential irrigation water systems connected to the public water system shall have a pressure vacuum breaker, spill-resistant pressure vacuum breaker, or a reduced pressure principal backflow prevention assembly installed after the service connection. Such devices shall be approved by the Water Authority. No tees, branches, possible connection fittings, or openings are allowed between the containment backflow prevention assembly and the service connection.

All non-residential customers connected via piping to an alternative water source, or an auxiliary water supply and the public water system shall install a containment reduced pressure principal backflow prevention assembly approved by the Water Authority after the potable service connection.

All new services to private fire protection systems shall be equipped with a containment reduced pressure principal backflow prevention assembly approved by the Water Authority and Fire Marshal having jurisdiction installed after the service connection. No tees, branches, possible connection fittings, or openings are allowed between the containment backflow prevention assembly and the 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 private fire protection system meets or exceeds ANSI/NSF Standard 60.61 throughout the entire private fire protection system, the fire sprinkler drain discharges into atmosphere, and there are no reservoirs, fire department connections nor connections from auxiliary water supplies.

The Water Authority recommends that all backflow (containment) devices be located above ground just outside the easement or road right-of-way, the containment backflow device can be installed within the building if there are no tees, branches, possible connection fittings, or openings between the reduced principal backflow prevention assembly and the service connection unless protected by another reduced pressure backflow prevention assembly device. Contact Cross Connection at (505) 289-3465 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. For larger meters that require a meter vault, a 35-foot by 35-foot 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 is to be transferred to the Water Authority for the installation of facilities to be owned by the Water Authority such as pump stations, reservoirs, wells, lift stations, or any other facility.

The Water Authority shall be granted perpetual, exclusive easement(s) in gross for the construction, installation, maintenance, repair, modification, replacement, and operation of public water and sanitary 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.

**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:** The 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, professional engineer registered in the state of New Mexico. Construction must be performed by a licensed (GF 9 or GF 98) 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 application for service. 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.

UECs associated with multi-family are determined by the criteria set forth in the Water Authority Rate Ordinance, which is amended from time to time. These specific UECs take into account the number of units within the multi-family development. If the multi-family development includes other amenities such as a clubhouse, fitness center or leasing office that will be metered separately, UECs for these amenities will not be charged as they are included in the multi-family UEC calculation. UECs associated with irrigation meters are not included in the multi-family calculation and shall be paid accordingly.

The Rate Ordinance does provide an opportunity for UEC discounts for low-income housing developments. If the development qualifies for these discounts, the developer will be required to provide documentation as stated in the Rate Ordinance. Furthermore, if the development includes both low-income and market-rate apartments, the same requirements set forth in the Rate Ordinance shall be adhered to. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding UECs.

**Water Resource Charge (WRC):** Any expansion of water service outside of the Water Authority's Established Service Area 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 only sewer service will not be charged a WRC. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding WRCs.

**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 Reduction 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, 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](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,

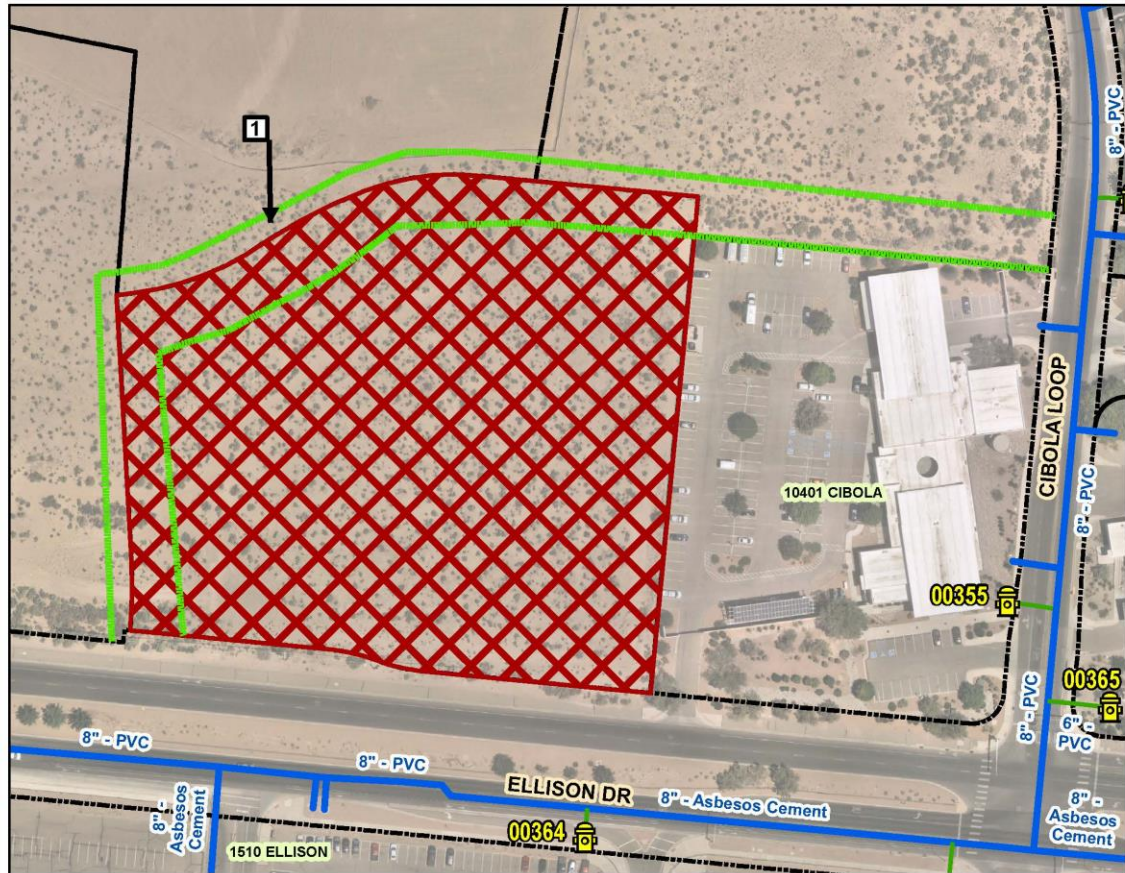


Mark S. Sanchez  
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Letter #240720**

## 240720 - Water



0 275 550 Feet



### Legend



Hydrant



Project Location

### Water Pipe



--- General Map Keyed Notes

### Subtype

1 - City Easment

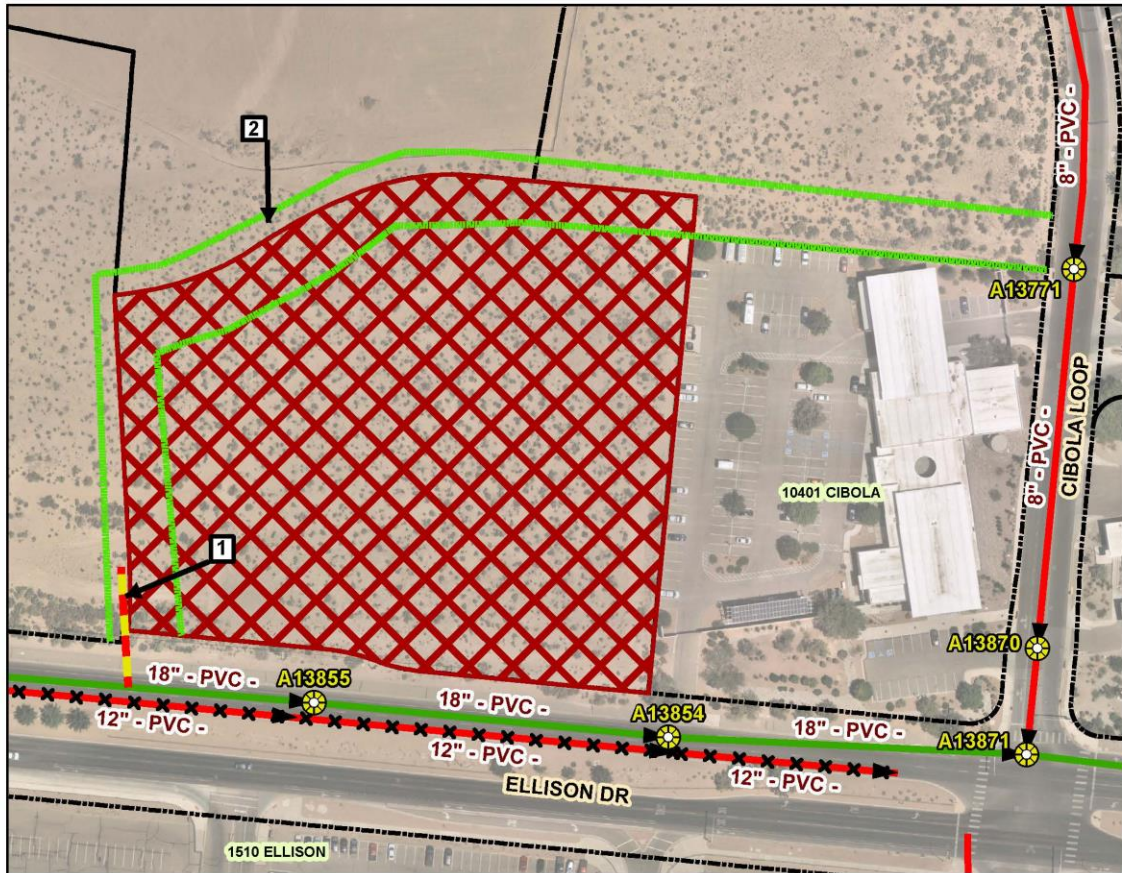
Distribution Line

Hydrant Leg





## 240720 - Sanitary Sewer



0 275 550 Feet



### Legend

- |                   |                             |
|-------------------|-----------------------------|
| Sewer Manhole     | Project Location            |
| <b>Sewer Pipe</b> | --- General Map Keyed Notes |
| <b>Subtype</b>    | 1 - New SAS collector       |
| COLLECTOR         | 2 - City Easement           |
| INTERCEPTOR       |                             |
| Abandoned         |                             |

