



Meeting Date: December 9, 2020
Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

TITLE: R-20-25 – Approving a Development Agreement for Water and Sewer Service for Quivira Estates

ACTION: Introduction December 9, 2020; Final Action January 27, 2021

SUMMARY:

The development is generally located near the southwest quadrant of the intersection of Rainbow Blvd. and Unser Blvd., within the City limits. The property is outside of the Adopted Service Area. The development is a twenty-four residential lot subdivision.

The property lies within Pressure Zone 4W in the Volcano Trunk.

Water and wastewater service are contingent on the Developer constructing internal distribution and collector lines that tie 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.

DEVELOPMENT AGREEMENT
Quivira Estates

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and David and Jennifer Soule, a married couple, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

- A.** David and Jennifer Soule is the “Developer” and owner of certain real property located in Tract 22 Volcano Cliff Unit 6 Subdivision (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B.** The Property will develop as a twenty-four lot residential subdivision.
- C.** The Property is described as: Tract 22 Volcano Cliffs Subdivision Unit 6.
- D.** The Property is located in Pressure Zone 4W of the Volcano 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 B** and incorporated herein by reference and made a term of this Agreement.
- F.** The expansion of the existing water distribution system to the Property will require additional arsenic treatment capacity within the Pressure Zone 4W distribution system. As such, the Property will be assessed a Facility Fee that reflects its proportional costs of the required additional system capacities.
- G.** 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 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 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. The Developer shall pay a Facility Fee to the Water Authority in the amount of \$19,453. This fee reflects the proportional costs associated with the increase of arsenic removal water treatment associated with providing potable water service to the Property. Facility Fees are in lieu of a developer requirement to build the entire Master Plan Infrastructure. No utility services will be sold to the Property until the Facility Fee is paid in whole. As the expansion of system capacity is classified as Master Plan Facility Improvements, this Facility Fee is reimbursable by the **Water** UEC's collected as services are established for the **24** residential lots within the Property. The UEC reimbursements will total no more than the Facility Fee amount. The Developer may not receive 100% reimbursement of the Facility Fee as the UECs generated from the development may be less than the Facility Fee. Reimbursement will be on a Calendar Year basis. The Reimbursement request must be initiated by the Developer or its successor.
 - D. 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 married couple under the laws of the State of NM.
 - 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:

David and Jennifer Soule
Attn: David Soule
Address: P.O. Box 93924
Albuquerque, NM 87199

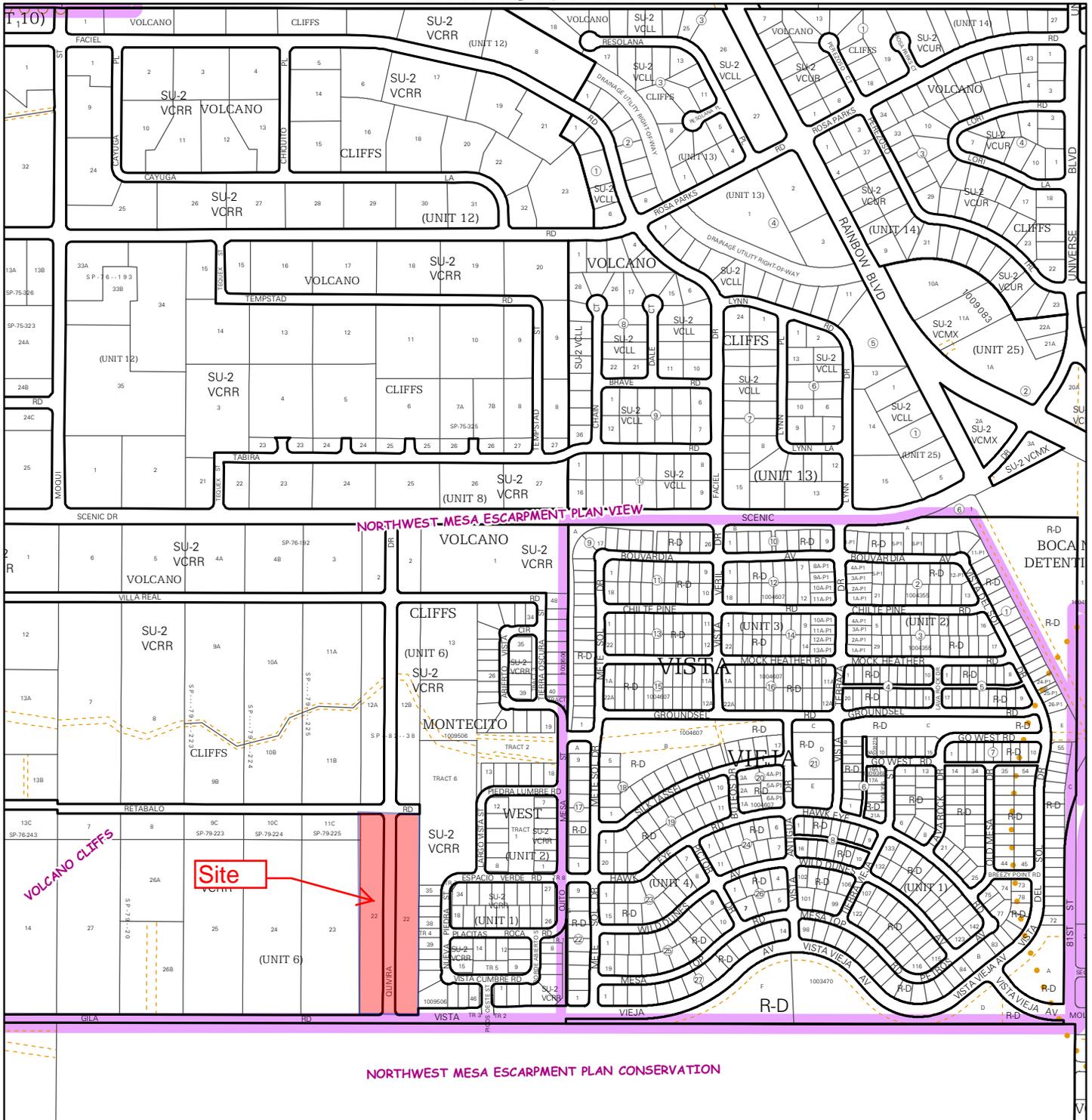
- 10. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 11. Miscellaneous.** This Agreement will be governed 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
David and Jennifer Soule,
a Married Couple**

Exhibit A.1



For more current information and details visit: <http://www.cabq.gov/gis>

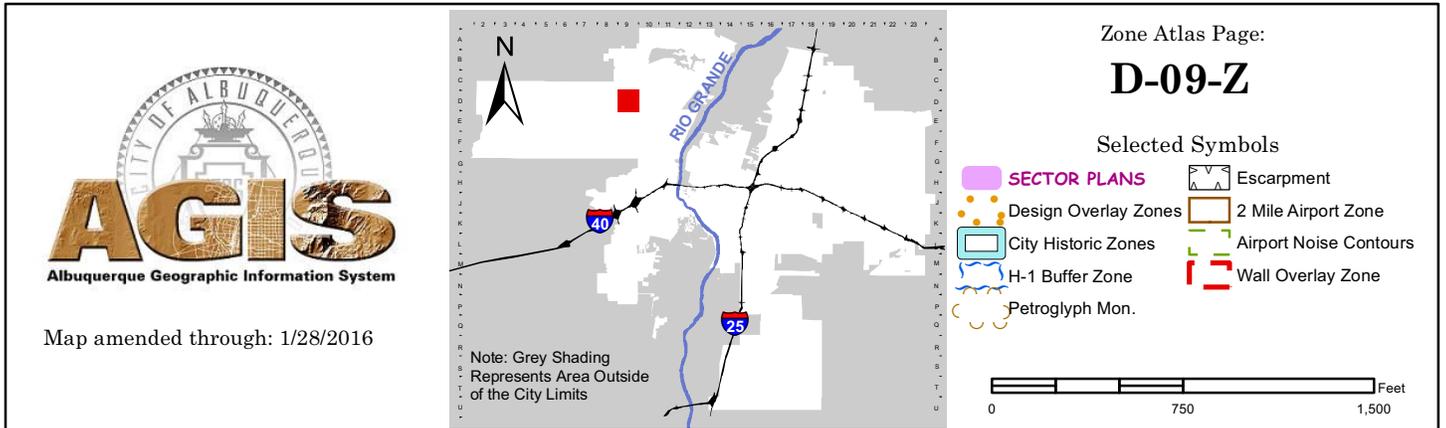
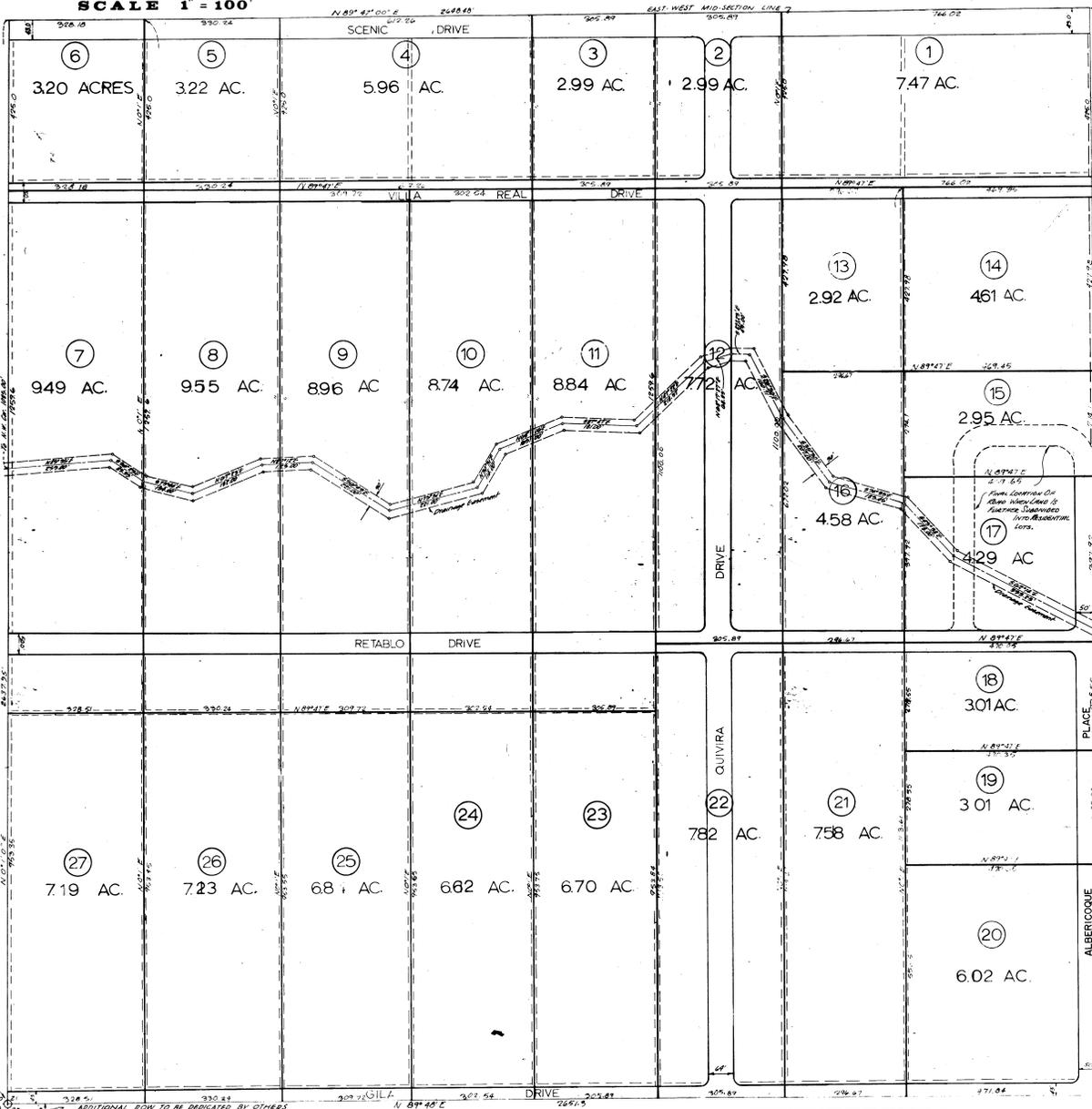


Exhibit A.2

VOLCANO CLIFFS SUBDIVISION UNIT 6 SCALE 1" = 100'



80697

DEDICATION

The foregoing subdivision of that certain tract of land being the Southwest 1/4 of Section 21, T 11 N, R 2 E, N.M.P.M., Bernalillo County, New Mexico and being more particularly described as follows:

Beginning at the Southwest corner of the tract herein described and being common to the Q.O. brass cap marking Sections 20, 21, 28 & 29 of said range and township; thence N 0° 01' E 2637.35 feet to the Northeast corner and being a point along the east-west mid-section line; thence N 89° 47' E 2648.48 feet along said mid-section line to the Northeast corner; thence S 0° 2' 41" E 2638.71 feet to the Southeast corner being a point along the south line of Section 21; thence along said section S 39° 48' W 2651.3 feet to the place of beginning and containing 156.43 acres more or less.

The dedication of the subdivided land shown hereon together with the public streets and public utility easements being seven feet on each side of interior lot lines and as otherwise shown hereon for the construction, use, and maintenance of overhead and underground service lines including the right of ingress and egress and the right to trim interfering trees and shrubs is in accordance with the desires and with the free consent of the undersigned owners and the subdivision is to be known as Volcano Cliffs Subdivision, Unit No. 6, a subdivision under contract to be annexed to the City of Albuquerque, New Mexico.

Dallas Title Co. of Albuquerque as trustee

By: *[Signature]*
Vice President

Attest: *[Signature]*

Witnesses:

State of New Mexico
County of Bernalillo

I, *[Signature]*, of the County of Bernalillo, State of New Mexico, a notary public in and for said County, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing as the same appears in the records of the Title Co. of Albuquerque, a corporation organized under the laws of the State of New Mexico and that the seal of said Title Co. is a true and correct copy of the original of the same as the same appears in the records of said Title Co. and that the instrument is a true and correct copy of the original of the same as the same appears in the records of said Title Co. and that the instrument is a true and correct copy of the original of the same as the same appears in the records of said Title Co.

I, *[Signature]*, do hereby certify that I have read and understand the contents of the foregoing and that the same are true and correct copies of the original of the same as the same appears in the records of said Title Co. and that the instrument is a true and correct copy of the original of the same as the same appears in the records of said Title Co.

Witnesses:

[Signature] 4-8-70
Date

Approved for utilities, etc.

[Signature] 4-15-70
Public Service Co. Date

[Signature] 4-7-70
M. J. S. Tel. & Tel. Co. Date

[Signature] 3-7-70
Southern Union Gas Co. Date

[Signature] 4-10-70
City Traffic Engineer Date

[Signature] 6-16-70
City Engineer

[Signature] 4-14-70
Director of Parks & Recreation Date

[Signature] 4-9-70
Chairman, City Planning Commission Date

[Signature] 4-1-70
Sec. Secretary City Planning Commission Date

[Signature] 5-12-70
City Surveyor Date

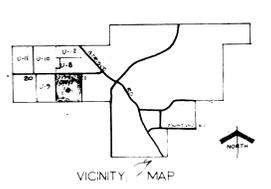
[Signature] 4-1-70
Chairman, City Planning Commission Date

[Signature] 4-1-70
Sec. Secretary City Planning Commission Date

[Signature] 4-1-70
City Engineer Date

[Signature] 4-1-70
City Engineer Date

[Signature] 4-1-70
City Engineer Date



DRAINAGE EASEMENT CERTIFICATE

I hereby certify that location of the drainage easement was calculated under my direction and that it is correct to the best of my knowledge and belief.

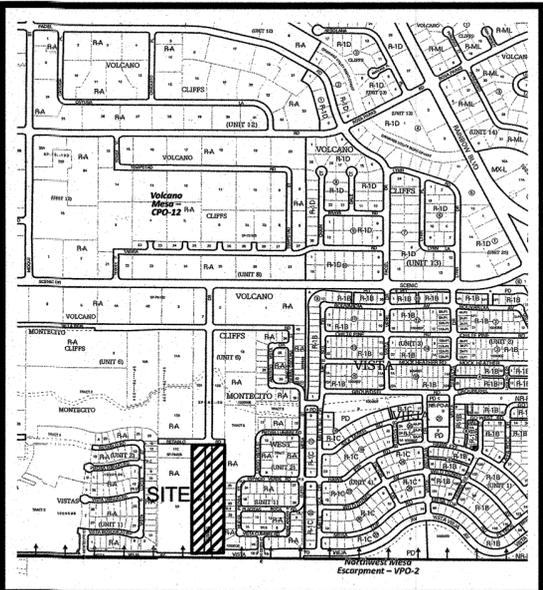
[Signature]
A.L.P.E.S. No. 4479

ENGINEER'S CERTIFICATE

This is to certify that I am a registered Engineer and Land Surveyor and that this plat was prepared by me or under my direction from field notes of an actual survey and that it is correct to the best of my knowledge and belief.

[Signature]
Stewart H. Whittier P.E. & S. 3334





LEGAL DESCRIPTION

Tract 22, and Quivera Drive NW, of the plat of Volcano Cliff Unit 6, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk Bernalillo County, New Mexico on June 18, 1970 in Plat Book D4, Page 81.

Contains 7.8190 acres, more or less.

DISCLAIMER

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a title search of the properties shown hereon. Consequently, PNM and NMGC DO NOT waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

PURPOSE

The purpose of this plat is to divide lot 22 into twenty-four (24) new lots, to grant public utility easements, to dedicate new public right-of-way, and to vacate existing public right-of-way and utility easements.

FREE CONSENT:

The subdivision shown hereon is with the free consent and in accordance with the desires of the undersigned owners thereof. Said owners do hereby certify that this replat is of their free act and deed, and do hereby grant public utility easements, dedicate new public right-of-way in fee simple with warranty covenants, vacate existing public right-of-way, and vacate existing public utility easements and warrant that they hold complete and indefeasible title in fee simple to the lands being replatted as shown hereon.

**PRELIMINARY PLAT
QUIVERA ESTATES**
BEING A REPLAT OF TRACT 22 AND QUIVERA DRIVE NW
SITUATE WITHIN
SECTION 21, T. 11 N., R. 2 E., N.M.P.M.,
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO

SITE DATA:

FEMA Map Number	35001C0111G
Zoning	??
Miles of Full Width Streets Created	0 Miles
No. of Existing Lots	1
No. of Existing Tracts	0
No. of Lots Created	24
No. of Tracts Created	0
Total Area	7.8190 Acres
Acreeage of Dedicated Right-of-Way	0.1626 Acres

Project Number: _____

Subdivision Application Number: _____

VICINITY MAP **ZONE ATLAS MAP**

NOT TO SCALE

NOTES:

1. RECORD BEARINGS AND DISTANCES SHOWN IN PARENTHESIS () ARE PER THE PLAT OF VOLCANO CLIFFS UNIT 6, FILED ON JUNE 18, 1970, IN BOOK D4 PAGE 81.
2. BASIS OF BEARINGS IS THE EASTERLY LINE OF LOT 22 AS MEASURED WITH THE "TRIMBLE VRS NOW" GNSS VIRTUAL REFERENCE SYSTEM. BEARINGS ARE NEW MEXICO STATE PLANE BEARINGS, CENTRAL ZONE NAD 83. DISTANCES ARE GROUND DISTANCES. ELEVATION DATUM IS NAVD 88.
3. 15' SIDE YARD SETBACKS MAY BE REDUCED OR ELIMINATED BY VARIANCE APPLICATION TO VOLCANO CLIFFS PROPERTY OWNERS ASSOCIATION, INC. PER ARCHITECTURAL CONTROL COMMITTEE RULES, REGULATIONS AND BY-LAWS, ARTICLE II, SECTION 2.0.1.
4. THIS PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN (AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THIS AREA SATED SEPTEMBER 26, 2008, MAP NO. 35001C0111 G).
5. ALL PORTIONS OF EXISTING QUIVERA DRIVE RIGHT-OF-WAY (D4-81) LYING OUTSIDE OF NEW AND REMAINING QUIVERA DRIVE ARE HEREBY VACATED BY THIS PLAT.

DOCUMENTS USED:

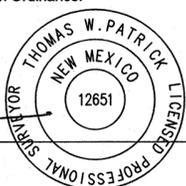
1. PLAT OF VOLCANO CLIFFS UNIT 6, FILED ON JUNE 18, 1970, IN BOOK D4 PAGE 81.
2. CORRECTION PLAT OF MONTECITO WEST UNIT 1, FILED ON DECEMBER 12, 2014, IN BOOK 2014C, PAGE 134.
3. E'LY PORTION AND W'LY PORTION FOR PERMANENT EASEMENT FOR PUBLIC ROADWAY, PUBLIC WATER & SEWER, FILED OCTOBER 6, 2016, DOC NOM. 2016095007

SOLAR NOTE:

No property within the area of this plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of the proposed plat. The foregoing requirement shall be a condition to approval of this plat for subdivision.

SURVEYOR'S CERTIFICATION

I, Thomas W. Patrick, New Mexico Professional Surveyor no. 12651, hereby certify that this plat was prepared from an actual ground survey performed by me or under my supervision, that I am responsible for this plat and that this plat is true and correct to the best of my knowledge and belief. This plat conforms to the Minimum Standards for surveying in New Mexico as adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors and conforms to the City of Albuquerque Subdivision Ordinance.



Thomas W. Patrick
New Mexico Professional Surveyor No. 12651

9.10.2020
Date

by _____
DAVID SOULE (OWNER) Date

ACKNOWLEDGEMENT

State of New Mexico)
County of _____) SS

Acknowledged before me this ____ day of _____, 2020 by

DAVID SOULE (OWNER)

Notary Public
My Commission Expires: _____

by _____
JENNIFER SOULE (OWNER) Date

ACKNOWLEDGEMENT

State of New Mexico)
County of _____) SS

Acknowledged before me this ____ day of _____, 2020 by

JENNIFER SOULE (OWNER)

Notary Public
My Commission Expires: _____

PUBLIC UTILITY EASEMENTS

Public Utility Easements shown on this plat are granted for the common and joint use of :

- A. Public Service Company of New Mexico (PNM), a New Mexico Corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. New Mexico Gas Company (NMGC) for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- C. Qwest Corporation dba Century Link QC (Qwest) for the installation, maintenance and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Comcast for the installation, maintenance and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included is the right to build, rebuild, construct, reconstruct, locate, relocate within the easement, change, remove replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric, transformers/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

INFO FOR COUNTY CLERK:

OWNER: DAVID & JENNIFER SOULE
PROPERTY: TRACT 22 VOLCANO CLIFFS UNIT 6 SUBDIVISION
UPC # 100906317105030106

TREASURER'S CERTIFICATION:

This is to certify that all taxes due and payable have been paid in full pursuant to New Mexico statute 78-38-44.1

Tract 22, VOLCANO CLIFF UNIT 6
UPC #: 100906317105030106
Bernalillo County Treasurer's Office: by: _____ Date: _____

PLAT APPROVAL

UTILITY APPROVALS

PNM Electric Services	_____	date
New Mexico Gas Company	_____	date
Qwest Corporation dba Century Link QC	_____	date
Comcast	_____	date

CITY APPROVALS

City Surveyor	_____	date
Parks & Recreation Department	_____	date
City Engineer	_____	date
AMAFCA	_____	date
ABCWUA	_____	date
Traffic Engineer, Transportation Department	_____	date
Environmental Health Department	_____	date
Code Enforcement	_____	date
DRB Chair, Planning Department	_____	date

<p align="center">PRELIMINARY PLAT QUIVERA ESTATES</p>	
<p>DWG PATH: L:\CERTS\SUBD\Volcano Cliffs\UNIT 6\LOT 22 BNDY--TOPO--REPLAT\SEND\QUIVERA PLAT.dwg</p> <p>DATE: 08/26/20</p> <p>SCALE: 1"=50'</p> <p>CREW: LRC/CFS</p> <p>DRAWN: SLN</p> <p>JOB NO: N942-03-930</p>	<p align="center">Community Sciences Corporation</p> <p>LAND SURVEYING & LAND PLANNING P.O.Box 1328, Corrales N.M., 87048 (505) 897.0000</p>
<p>1 of 3</p>	<p>3</p>

PRELIMINARY PLAT
 QUIVERA ESTATES
 BEING A REPLAT OF TRACT 22 AND QUIVERA DRIVE NW
 SITUATE WITHIN
 SECTION 21, T. 11 N., R. 2 E., N.M.P.M.,
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO

ACS STATION "2-D9 2007"
 X= 1493615.357
 Y= 1515761.743
 GRD TO GRID= 0.999667790
 = -00°16'58.43"
 CENTRAL ZONE NAD 1983

LOT 11
 VOLCANO CLIFFS UNIT 6
 (06/18/1970:D4-81)

LOT 12
 VOLCANO CLIFFS UNIT 6
 (06/18/1970:D4-81)

TRACT 6
 MONTECITO WEST UNIT 1
 (02/10/2017:2017C-15)

EXISTING 7' P.U.E.
 VOLCANO CLIFFS UNIT 6
 (06/18/1970:D4-81)

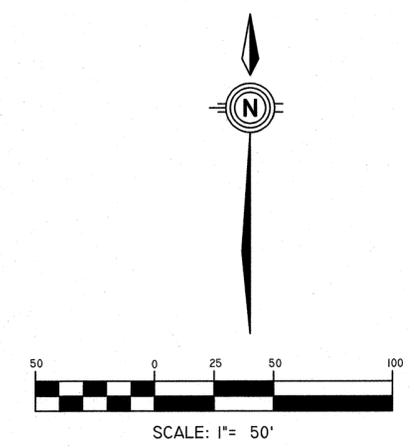
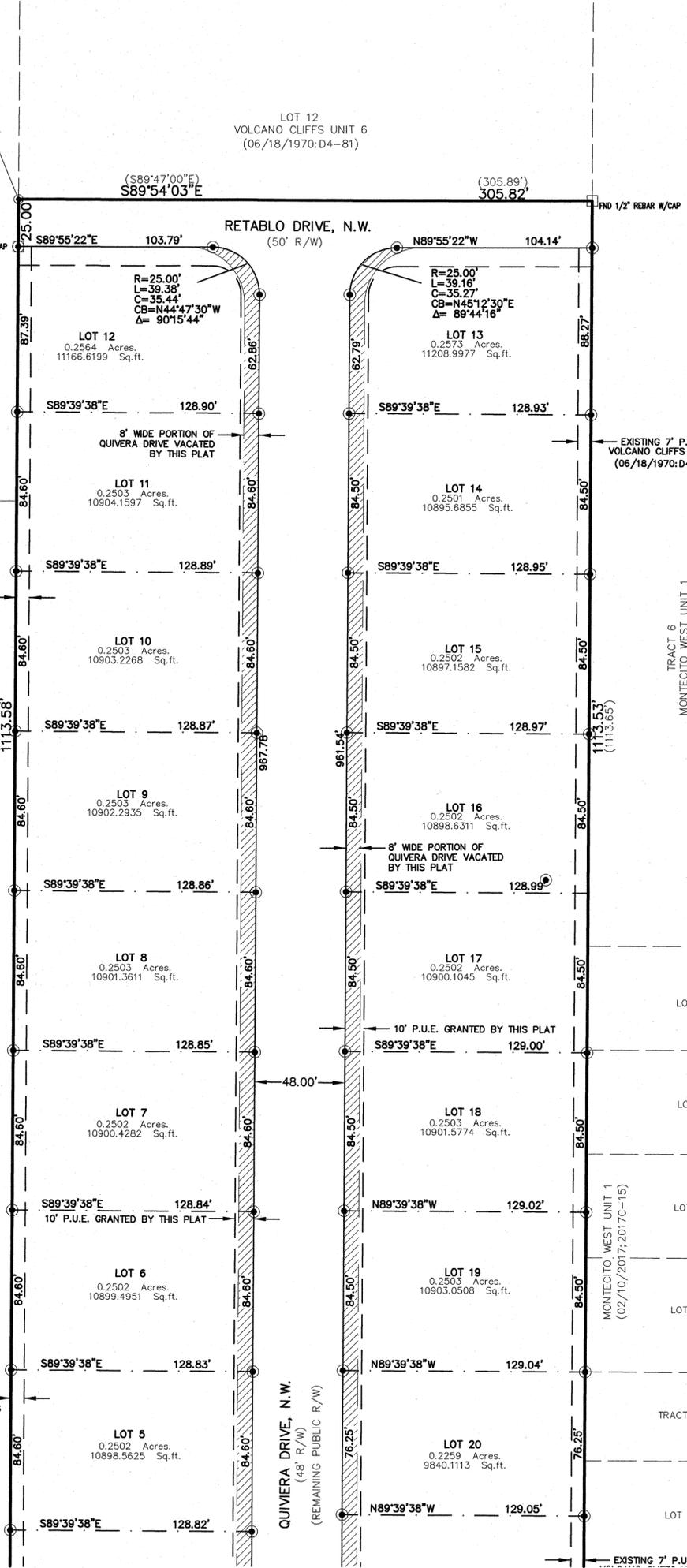
EXISTING 7' P.U.E.
 VOLCANO CLIFFS UNIT 6
 (06/18/1970:D4-81)

LOT 23
 VOLCANO CLIFFS UNIT 6
 (06/18/1970:D4-81)

EXISTING 7' P.U.E.
 VOLCANO CLIFFS UNIT 6
 (06/18/1970:D4-81)

QUIVERA DRIVE, N.W.
 (48' R/W)
 (REMAINING PUBLIC R/W)

TRACT 4
 TRACT 39
 TRACT 38
 TRACT 37
 TRACT 35
 TRACT 3
 TRACT 18
 TRACT 17
 TRACT 16
 TRACT 15
 TRACT 14
 TRACT 13
 TRACT 12



MONUMENT LEGEND

- FOUND MONUMENT AS NOTED
- △ ACS CONTROL STATION
- SET 5/8" REBAR WITH YELLOW CAP STAMPED "PATRICK PS12651" UNLESS OTHERWISE NOTED

PRELIMINARY PLAT
 QUIVERA ESTATES

DWG PATH: L:\CERTS\SUBD\Volcano Cliffs\UNIT 6\LOT 22 BNDY-TOPO-REPLAT\QUIVERA PLAT.dwg	<p>Community Sciences Corporation LAND SURVEYING & LAND PLANNING P.O. Box 1328, Corrales N.M., 87048 (505) 897.0000</p>	<p>3 of 3</p>
DATE: 08/26/20		
SCALE: 1"=50'		
CREW: LRC/CFS		
DRAWN: SLN		
JOB NO: N942-03-930		

September 3, 2020

Chair

Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Vice Chair

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

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

Steven Michael Quezada

County of Bernalillo
Commissioner, District 2

Ex-Officio Member

Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director

Mark S. Sanchez

Website

www.abcwua.org

David Soule
Rio Grande Engineering Of New Mexico LLC
9171 Glendale Ave. NE
Albuquerque, New Mexico 87122

RE: Water and Sanitary Sewer Serviceability Letter #200603

Project Name: Quivira Height

Project Address: Unaddressed lot on Vista Viejo and Quivira NW

Legal Description: TRACT 22 VOLCANO CLIFFS SUBD UNIT 6

UPC: 100906317105030106

Zone Atlas Map: D-09

Dear Mr. Soule:

Project Description: The subject site is located between Retablo Rd. and Vista Vieja Ave. along Quivira Dr. within the City of Albuquerque, but is outside the service area. The property consists of approximately 7.8 acres and is currently zoned R-A for Rural and Agricultural use. The property lies within the Pressure Zone 4W in the Volcano trunk. The request for information indicates plans to subdivide into 22 proposed lots.

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:

- Eight inch PVC distribution main stub (project #26-7639.83-17) along the south end of Quivira Dr.
- 12 inch PVC distribution main (project #26-7639.83-17) along Vista Vieja Ave.
- Ten inch PVC distribution main (project #26-6561.03-06) along Vista Vieja Ave.
- Eight inch PVC distribution main stub (project #26-7639.83-17) along the north end of Quivira Dr.
- Eight inch PVC distribution main (project #26-7639.83-17) along Retablo Rd.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line stub (project #26-7639.83-17) along the south end of Quivira Dr.
- Eight inch PVC collector line (project #26-7639.83-17) along Vista Vieja Ave.
- Eight inch PVC force main (project #26-6561.03-06) along Vista Vieja Ave.

Water Service: New metered water service to the property can be provided contingent upon a developer funded project to extend and loop the two existing eight inch stub-outs along the north and south ends of Quivira Dr.

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 contingent upon a developer funded project to extend the existing eight inch collector stub-out to the north of Quivira Dr. and shall terminate with a manhole.

Fire Protection: A standard fire hydrant flow of 1,500 gallons-per-minute has been applied to the proposed infrastructure. As modeled using InfoWater™ computer software, the fire flow can be met. An analysis test was analyzed at a representative node along the proposed eight inch waterline along Quivira Dr.

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.

Cross Connection Prevention: Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows: 1) Customers shall permanently abandon the use of private wells by plugging the wells as accepted by the Water Authority prior to connecting to the public water system; or 2) Customers who choose to maintain their private wells shall completely sever the private well from the premises' potable plumbing system and shall install a reduced pressure principle backflow prevention assembly approved by the Water Authority at the terminal end of the water service from the public water system (e.g., service connection). 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. Side yard easements are not acceptable for either water or sanitary sewer. Acceptable easements must be documented prior to approval of service.

Pro Rata: Pro Rata has been assessed for this property in the amount of \$24,940.92 for water infrastructure and \$10,642.80 for Sewer infrastructure under project #763983 for a total amount of \$35,583.72. These charges are assessed to the property due to its ability to benefit from and/or take service from the previously installed infrastructure. Payment will be required as a condition of approvals from the Water Authority.

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 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. 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 if you have questions regarding the information presented herein or need additional information.

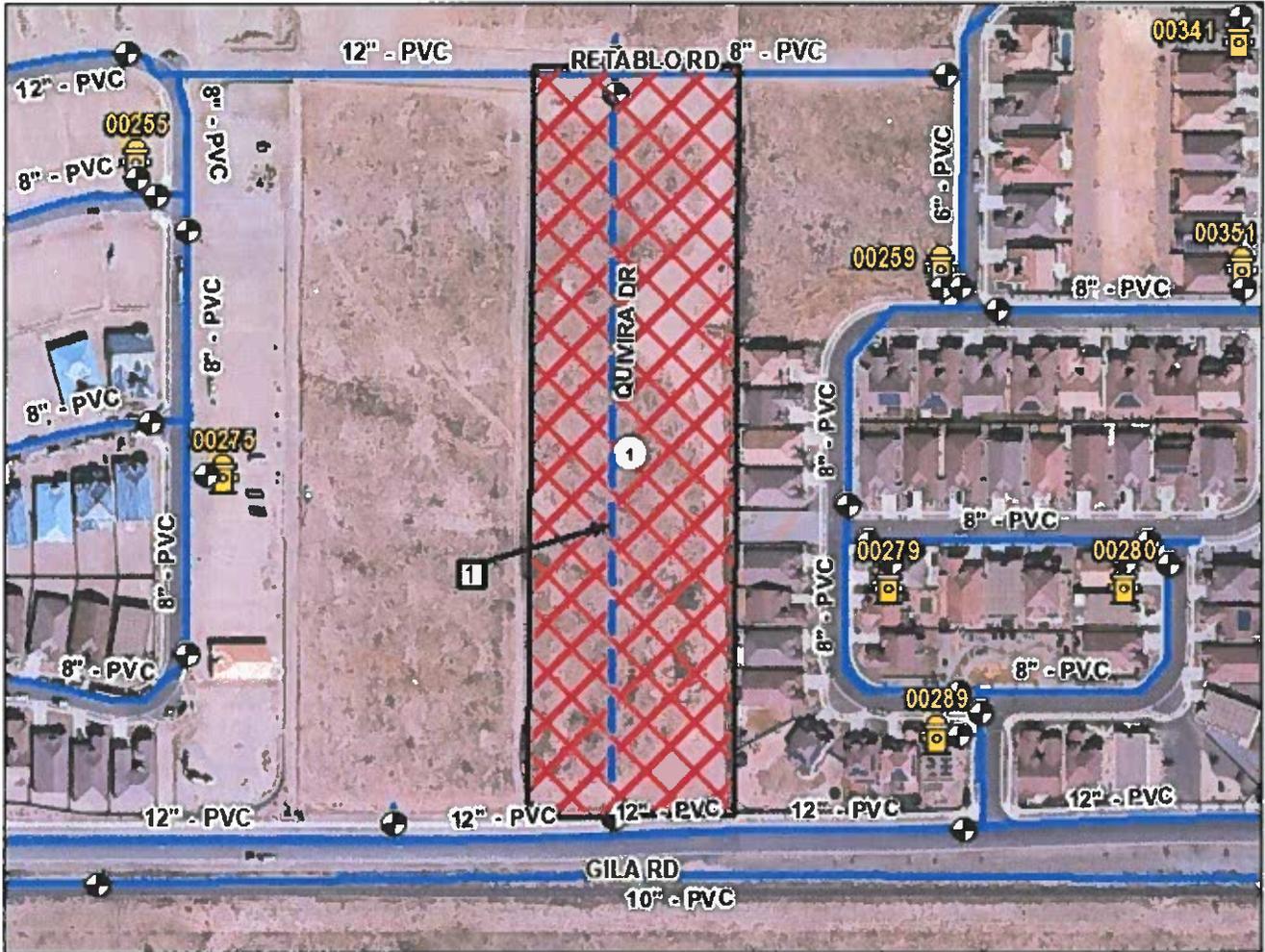
Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)
f/ Serviceability Letter 200603

200603 - Water



Legend

-  Project Location
-  Valve
-  Hydrant

Pipe

- SUBTYPE**
-  Distribution Line
 -  Hydrant Leg

0 450 900 Feet



 --- General Map Keyed Notes

1 --- Proposed Distribution Main 

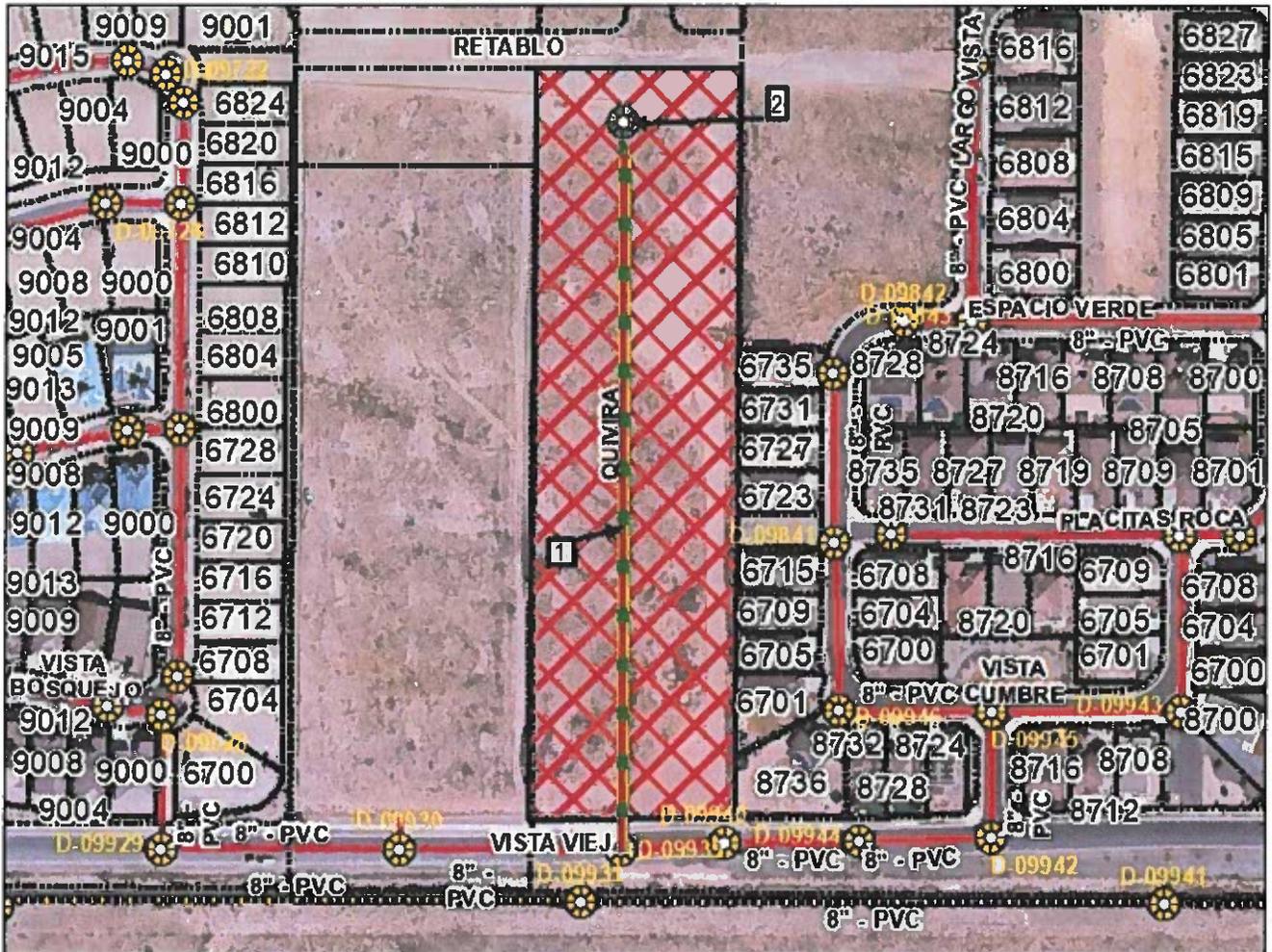
 --- Fire Flow Analysis Points

1 --- Analysis Point



Water Utility Authority

200603 - Sanitary Sewer



Legend

-  Project Location
-  Sewer Manhole

Sewer Pipe SUBTYPE

-  COLLECTOR
-  FORCE MAIN

0 450 900 Feet



 --- General Map Keyed Notes

1 --- Proposed Sewer Extension 

2 --- Proposed Sewer Manhole 



Water Utility Authority