
Meeting Date: May 18, 2016

Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: C-16-9 – Approving a Service Connection Agreement for Water and Sewer Service with Red Shamrock 10, LLC at 10810 Unser Blvd. NW

ACTION: Recommend Approval

SUMMARY:

Red Shamrock 10, LLC desires to connect to existing water and wastewater infrastructure located at 10810 Unser Blvd. NW. The property is currently undeveloped land, located along the east side of Unser Blvd., south of Crown Rd. The proposed development is an Advanced Auto Parts. The development is located outside of the Water Authority's Service Area, but within the City of Albuquerque. No additional infrastructure requirements are needed to provide water and wastewater service to this property other than a service agreement approved by the Water Authority Board.

As a condition of service, the owner will be required to:

- Comply with the ordinances, resolutions, plans, and regulations of the Water Authority
- Obtain concurrent water and wastewater service
- Pay the Utility Expansion Charge (UEC) at the rates that are imposed at the time of a service connection
- Pay the Water Supply Charge

FISCAL IMPACT:

None

**SERVICE CONNECTION
AGREEMENT
Red Shamrock 10, LLC
8220 San Pedro NE, Suite 500
Albuquerque, NM 87113**

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision ("Water Authority") and Red Shamrock 10, LLC, whose address is 8220 San Pedro NE, Suite 500, Albuquerque, New Mexico 87113 agree as follows:

1. Recitals

- A.** Red Shamrock 10, LLC ("Owner") is the owner of Legal Description: Tract numbered One (1) of the Plat of Tracts 1, 2, 3 and 4 of Paradise Plaza ("Property"), more particularly described and as shown in the Serviceability Statement for the Property. The Serviceability Statement for the Property reflecting request for service referred to in this Agreement is attached hereto as **Exhibit A** and incorporated herein by reference.
- B.** The property is located outside the Water Authority's Service Area within the region previously serviced by NMUI.
- C.** The Owner desires to connect to existing water and waste water infrastructure with a 6" fire line, 3/4" water service and a 4" sanitary sewer service.
- D.** Water service to the Property will be taken from the existing water service and meter setting off of Crown Rd. Wastewater service to the Property will tie into the existing 8" SAS within the 20' public sanitary sewer easement along the east property line. Installation of services shall be performed under the standard tapping permit or mini-work order process.
- E.** All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development.

2. Service

- A.** The Owner shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require concurrent sewer service connection to the Water Authority's wastewater system.
- B.** The Owner shall pay Utility Expansion Charges ("UECs") at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.

- C. The Owner shall pay all outstanding Pro Rata assessments in full at the time of service application.
 - D. Pursuant to Water Authority Resolution No. R-05-13, The Owner agrees that it shall incorporate water conservation guidelines that shall achieve water usage of seventy-five (75) gallons per capita per day.
3. **Termination.** If construction of the Connection to the waterline and sanitary sewer modifications by The Owner has not been completed and accepted by the Water Authority within seven (7) year of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and The Owner shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
4. **Indemnification.** The Owner will indemnify and hold harmless the Water Authority and its officials, agents, and employees from any claims, actions, suits, or other proceedings arising from the acts or omissions of The Owner, its agents, representatives, contractors, or subcontractors, or arising from the failure of The Owner, its agents, representatives, contractors, or subcontractors to perform any act or duty required of The Owner herein. The indemnification by The Owner will not extend to the negligent acts of the Water Authority.
5. **Representations and Warranties of the Owner.** The Owner represents and warrants that:
- A. The Owner is validly existing under the laws of the State of New Mexico.
 - B. The Owner has all the requisite power and authority to enter into this Agreement and bind The Owner under the terms of the Agreement; and
 - C. The undersigned officer of The Owner is fully authorized to execute this Agreement on behalf of The Owner.
6. **Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited in the United States Mail postage prepaid addressed:

If to the Water Authority:
Mark S. Sanchez
Executive Director
Albuquerque Bernalillo County
Water Utility Authority
One Civic Plaza, Room 5012
Albuquerque, New Mexico 87102

If to the Owner:
Red Shamrock 10, LLC
Joshua Skarsgard
8220 San Pedro NE, Suite 500
Albuquerque, NM 87113

7. **Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Owner.
8. **Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and The Owner and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.
9. **Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.
10. **Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.
11. **Effective Date.** The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County
Water Utility Authority**

By: _____
Mark S. Sanchez
Executive Director

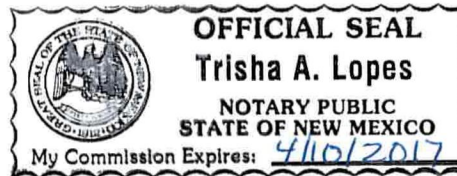
Date: _____

Red Shamrock 10, LLC
a New Mexico limited liability company

By:  _____
Joshua Skarsgard,
Managing Member

Date: 4/26/16

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)



This instrument was acknowledged before me on this 26 day of April, 2016, by Joshua Skarsgard, Managing Member of Red Shamrock 10, LLC a New Mexico limited liability company on behalf of said company.



Notary Public

My Commission Expires:
4/10/2017

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this ____ day of _____, by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico, on behalf of said political subdivision.

Notary Public

My Commission Expires:

April 1, 2016

Chair

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Vice Chair

Art De La Cruz
County of Bernalillo
Commissioner, District 2

Richard J. Berry
City of Albuquerque
Mayor

Pat Davis
City of Albuquerque
Councilor, District 6

Maggie Hart Stebbins
County of Bernalillo
Commissioner, District 3

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Ken Sanchez
City of Albuquerque
Councilor, District 1

Ex-Officio Member
Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Doug Crewe
Isaacson & Arfman
128 Monroe St. NE
Albuquerque, NM 87108

RE: Water and Sanitary Sewer Serviceability Statement #160302
Advanced Auto - Southeast corner of Crown Rd. and Unser Blvd
Zone Atlas Map: A-11

Dear Mr. Crewe:

Project Information: The subject site is located on the southeast corner of Crown Rd. and Unser Blvd within the City. The property consists of approximately 0.9 acres and is currently zoned SU-1 for commercial use. The property lies within the Pressure Zone 3WR in the Corrales trunk. The request for information indicates plans to construct an Advanced Auto retail auto parts store on the subject site.

Service Connection Agreement: As this development is outside the existing service area, a Service Connection Agreement must be executed between the owner and the Water Authority. The developer shall coordinate with the Utility Development Section of the Water Authority in order to execute this Service Connection Agreement.

Water Supply Charge: All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WSC shall not be used for reimbursement of master planned facilities.

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

- Eight inch PVC distribution main (project #26-7772.82-09) along Crown Rd.
- Six inch PVC distribution main (project #26-7772.82-09) along the existing access roadway within the project location.
- Six inch PVC distribution main (project #26-7772.82-09) stub on the subject site.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-7772.83-12) along Crown Rd.
- Eight inch PVC collector line (project #26-7772.83-12) along the east border of the subject site.

Water and Sewer Service: New metered water service to the property can be provided via routine connection to the existing eight inch distribution main along Crown Rd. or the public onsite six inch distribution main. Existing services can also be utilized for service coming from Crown Rd. For further requirements that must be met for service, see the fire protection section. Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be

sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary sewer service can be provided via routine connection to the existing eight inch collector lines along Crown Rd. or along the east border of the project location. There is also an existing stub into the property that can be utilized for service located just east of the existing water meter.

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 installed at each domestic service connection to the customer's water system or at a location approved by the Water Authority. The developer may request a variance in writing from the cross connection manager. All new fire line services to fire protection systems shall be equipped with a reduced pressure principal 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.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 1,750 gallons-per-minute. As modeled using InfoWater™ computer software, the fire flow cannot be met utilizing the existing hydrant. The proposed flow is desired from a single hydrant and the existing dead end six inch line cannot provide that flow due to exceeding allowable velocities in the distribution main. Fire protection can be met utilizing two hydrants, one of which is served from the public onsite six inch waterline and the other from eight inch waterline along Crown Rd. All new required hydrants as well as their exact locations must be determined through City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

Easements: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for water meters need to be five feet by five feet and include the length of the water service if located on private property. Actual easement widths may vary depending on the depth of the lines to be installed.

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 Water

Authority Mini Work Order process. Construction must be performed by a licensed, bonded, public utility contractor.

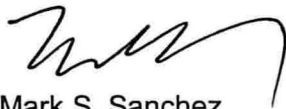
Costs and Fees: In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

Water Use: All new 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 (O-07-13), Water Conservation Large Users Ordinance and Water Conservation Water by Request Ordinance.

Closure: This statement only provides details of infrastructure that is available and potential precursors to development for the proposed development. For service to be provided, a Board approved service connection agreement must supplement this serviceability, therefore causing this serviceability to be in effect for a period of one year upon approval of the service connection agreement. Under no circumstances does this serviceability commit to service without the above mentioned conditions. Changes in the proposed development may require reevaluation 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 the Water Utility Development Office at (505) 289-3307, or by fax at (505) 289-3303 if you have questions regarding the information presented herein or need additional information.

Sincerely,



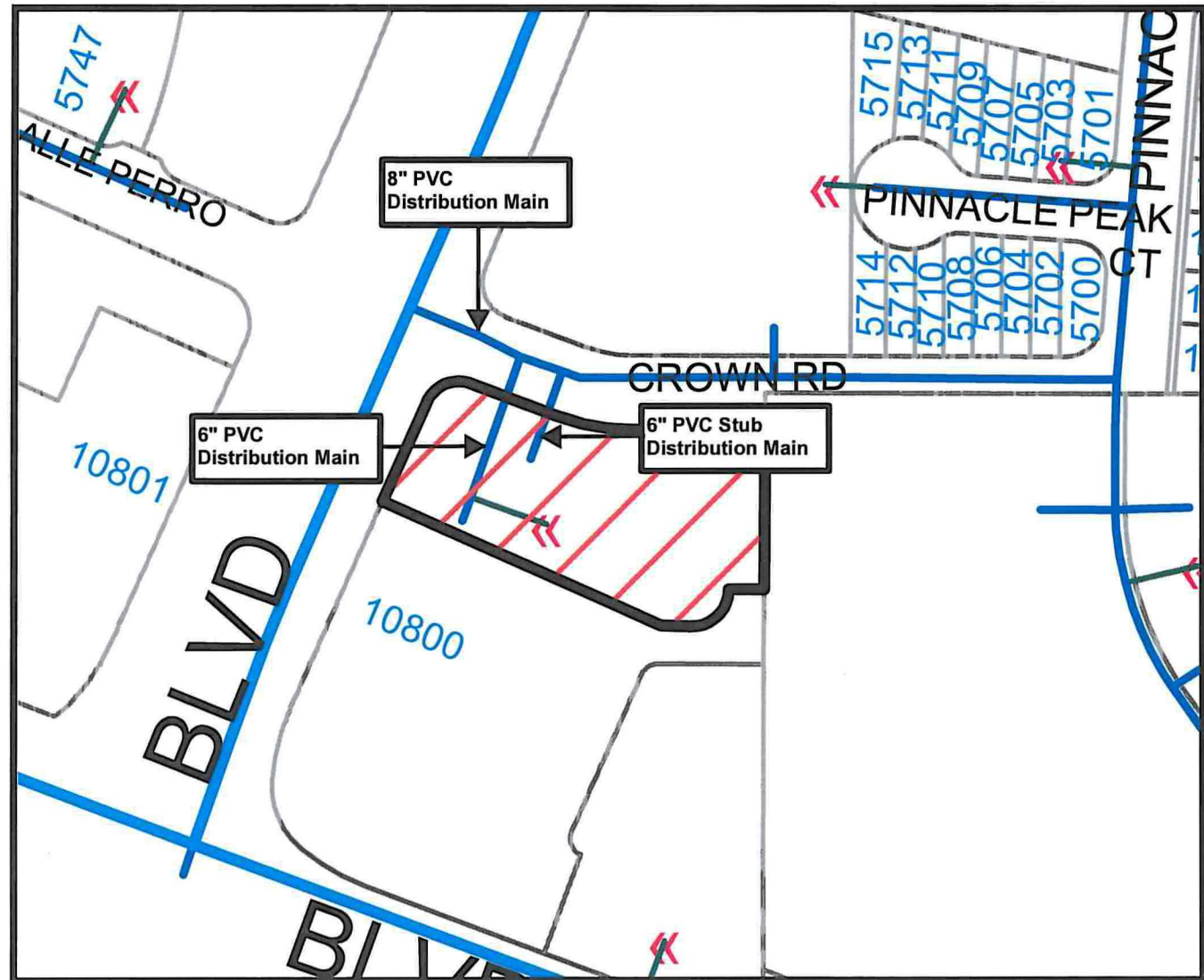
Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)

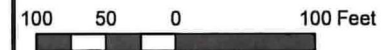
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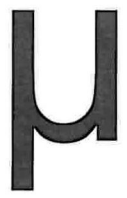


Legend	
	Project Location
WATER.WATER_PIPE	
<all other values>	
SUBTYPE	
	Distribution Main
	Drain Line
	Hydrant Leg
	In Zone Transmission
	Out Zone Transmission
	SJC Transmission
	Sleeve
	Well Collector Line
	Well Wash Line
<all other values>	
Type	
	Hydrant
<all other values>	
	Hydrant
Water Pipe	
SUBTYPE	
	In Zone Transmission
	Out Zone Transmission
	COUNTY Assessor Parcels 2014

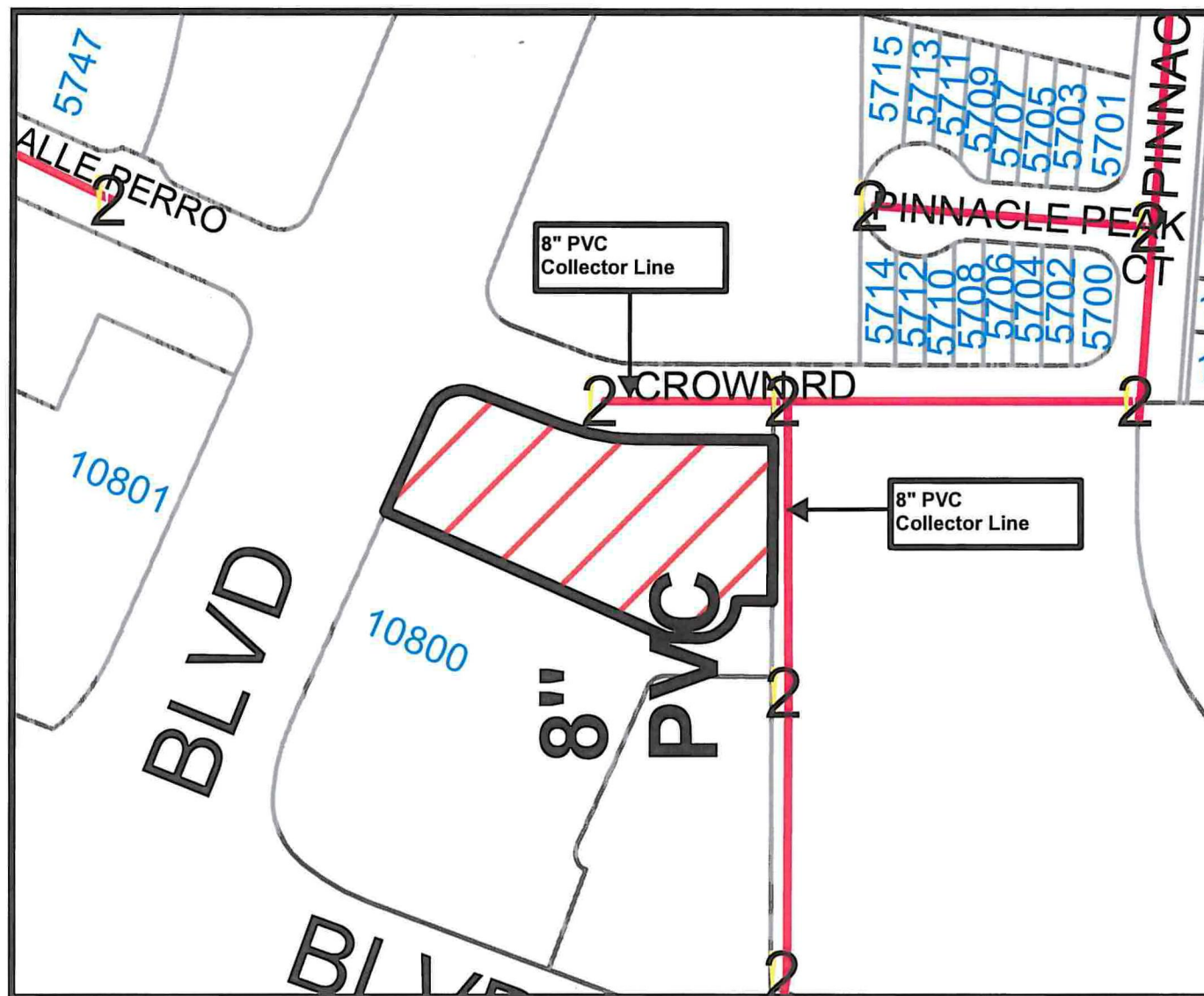


Statement # 160302
Water Infrastructure





Legend	
	Project Location
	<all other values>
Type	
	Hydrant
	<all other values>
2	Sewer Manhole
Sewer Pipe	
	<all other values>
SUBTYPE	
	COLLECTOR
	FORCE MAIN
	INTERCEPTOR
	VACUUM LINE
	COUNTY-Air Parcels, 2014



Statement # 160302
Sanitary Sewer Infrastructure

