

Meeting Date: August 23, 2017

Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: C-17-25 – Service Connection Agreement for Water and Sewer Service with Taco Cabana of El Paso, Inc. at 10200 Coors Blvd. Bypass NW

ACTION: Recommend Approval

SUMMARY:

Taco Cabana of El Paso, Inc. desires to connect to existing water and wastewater infrastructure located at 10200 Coors Blvd. Bypass NW. The proposed development is a Taco Cabana restaurant to be located within an existing retail center. The development is located outside of the Water Authority's fully developed 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**

Taco Cabana (10200
Coors Blvd. Bypass
NW)

Taco Cabana of El Paso Inc.
6270 Elk View Road
Larkspur, CO 80118

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision ("Water Authority") and Taco Cabana of El Paso, Inc., whose address is 6270 Elk View Road, Larkspur, CO, 80118, agree as follows:

1. Recitals

- A. Taco Cabana of El Paso, Inc. ("Owner") is the owner of that certain property located at 10200 Coors Blvd. Bypass NW (Legal Description: Tracts M-1-B-1 and M-1-B-2 Seven Bar Ranch Town of Alameda Grant Projected Sections 5,6,7, and 8, Township 11 North, Range 3 East, NMPM, City of Albuquerque, Bernalillo County, New Mexico) ("Property"), more particularly described and as shown in the Serviceability Statement for the Property. The Serviceability Letter 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 New Mexico Utilities, Inc.
- C. Owner desires to connect to existing water and waste water infrastructure with a 6" fire line, 1" water service, and 6" sanitary sewer service.
- D. Water service to the Property will be taken from the existing 12" waterline in Seven Bar Loop Road. Additionally, the existing 6" waterline currently on the property will be removed to the back of curb, capped in place, and easement vacated. Wastewater service to the Property will tie into the existing private sanitary sewer line to the north west of the property. 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. 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.** 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.** 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, 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 Owner has not been completed and accepted by the Water Authority within seven (7) years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and Owner shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
- 4. Indemnification.** 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 Owner, its agents, representatives, contractors, or subcontractors, or arising from the failure of Owner, its agents, representatives, contractors, or subcontractors to perform any act or duty required of Owner herein. The indemnification by Owner will not extend to the negligent acts of the Water Authority.
- 5. Representations and Warranties of Owner.** Owner represents and warrants that:
- A.** Owner is validly existing under the laws of the State of New Mexico.
 - B.** Owner has all the requisite power and authority to enter into this Agreement and bind Owner under the terms of the Agreement; and
 - C.** The undersigned officer of Owner is fully authorized to execute this Agreement on behalf of 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 Owner:
Taco Cabana of El Paso, Inc.
Attn: Mel Sloan
6270 Elk View Road
Larkspur, CO 80118

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

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

**Albuquerque Bernalillo County
Water Utility Authority**

Owner

By: _____
Mark S. Sanchez
Executive Director

By: _____
Mel Sloan, CEO

Date: _____

Date: _____

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on this ____ day of _____, by Mel Sloan, CEO of Taco Cabana of El Paso, a Texas Corporation, on behalf of said company.

Notary Public

My Commission Expires:

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

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My Commission Expires:

March 24, 2017

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Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Hiram Crook
Mark Goodwin & Associates, PA
PO Box 90606
Albuquerque, New Mexico 87199

**RE: Water and Sanitary Sewer Serviceability Letter #170217
Taco Cabana at Cottonwood
10200 Coors Blvd. NW
Zone Atlas Map: B-13**

Dear Mr. Crook:

Project Description: The subject site is located on the northwest corner of Cottonwood Dr. and Seven Bar Loop Rd. within the City of Albuquerque. The property consists of approximately 11.3 acres and is currently zoned SU-1 for commercial use. The property lies within the Pressure Zone 1W in the Corrales trunk. The request for information indicates plans to construct a new Taco Cabana in the southwest corner of the site. The request is also based on the utilization of private onsite sanitary sewer.

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:

- 12 inch PVC distribution main (project #26-4193.94-97) along Seven Bar Loop Rd.
- 12 inch PVC distribution main (project #26-4193.94-97) along Cottonwood Dr.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-4193.94-97) ending at the intersection of Cottonwood Dr. and old Airport Av.
- 24 inch PVC interceptor line (project #26-4193.91-92) along Coors Blvd. Bypass
- Eight inch PVC collector line (project #26-4193.92-99) on 10000 Coors Blvd. Bypass property.

Water Service: New metered water service to the property can be provided via routine connection to the existing infrastructure along Seven Bar Loop Rd. and Cottonwood Dr. 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 onsite private infrastructure. All food service establishments must install a grease trap upstream of the domestic private sewer connection prior to discharge into the public sanitary sewer lines.

Cross Connection Prevention: Per the Cross Connection Ordinance, all new non-residential premises must have a reduced pressure principle backflow prevention assembly approved by the Water Authority and installed at each domestic service connection at a location accessible to the Water Authority. All new fire line services to fire protection systems shall be equipped with a reduced pressure 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. Contact Cross Connection at 289-3439 for more information.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 1500 gallons-per-minute. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed utilizing the 12 inch distribution main located in Seven Bar Loop Rd, it is from this location that fire prevention can be taken. 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.

Easements: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service.

Pro Rata 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 and bonded public utility contractor.

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

Water Use: All new commercial developments shall be subject to the requirements for water usage and water conservation requirements as defined by the Water Authority, particularly the Water Waste Ordinance (O-07-13), Water Conservation Large Users Ordinance and Water Conservation Water by Request Ordinance.

Closure: This letter 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 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 170217

170217



Legend

 Site Location

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

0 500 1,000 Feet

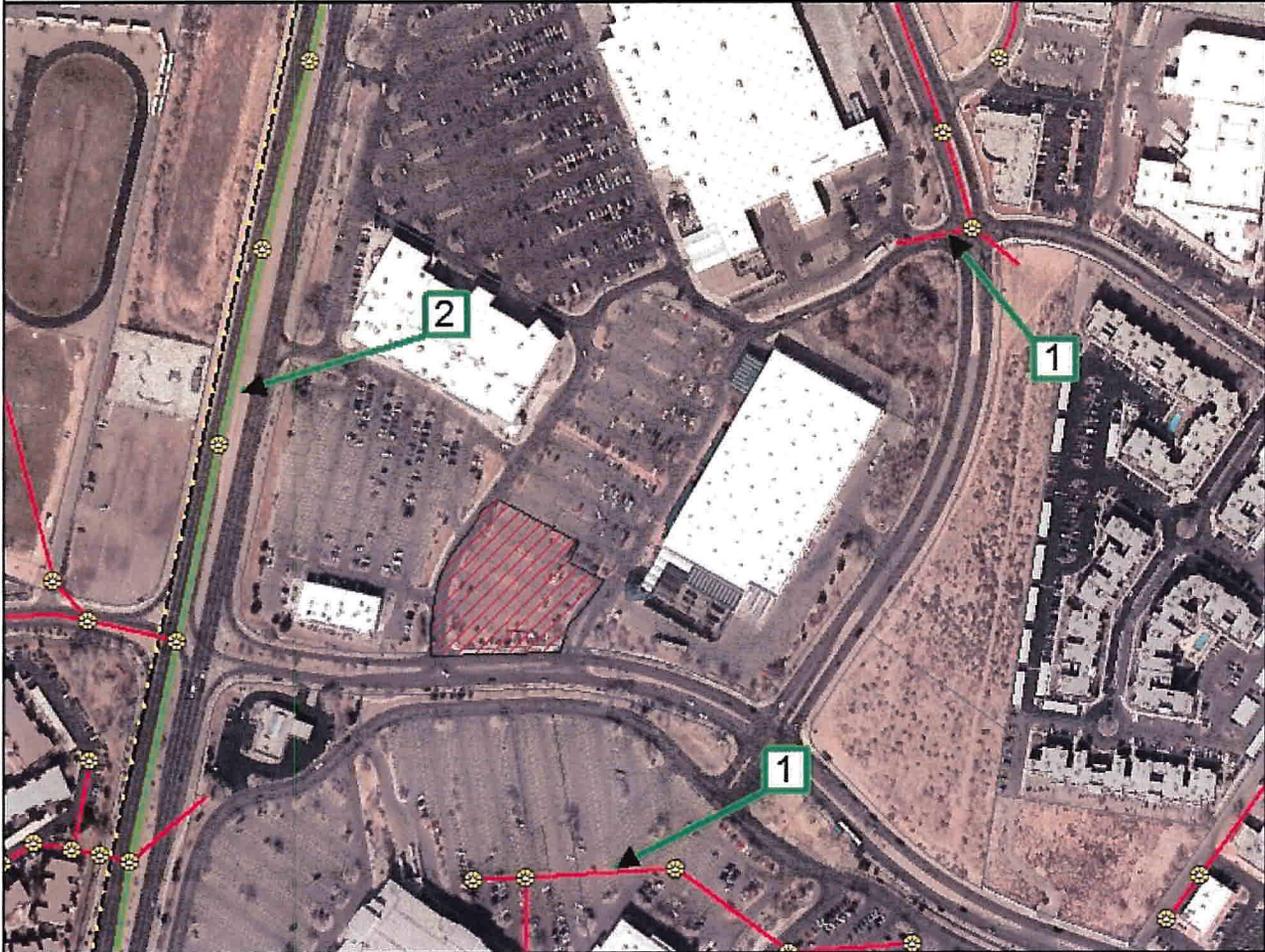


 -- Water Infrastructure Map Keyed Notes:

1. --- 12" PVC Distribution Main



170217



Legend

 Site Location

Sewer Pipe

— <all other values>

SUBTYPE

— COLLECTOR

— FORCE MAIN

— INTERCEPTOR

— VACUUM LINE

0 625 1,250 Feet



 -- Sanitary Sewer Infrastructure Map Keyed Notes:

1. --- 8" PVC Collector Main

2. --- 24" PVC Interceptor Main