
Meeting Date: March 20, 2019

Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: C-19-3 – Service Connection Agreement for Water and Sewer Service with Coronado Park, LTD. at 8401 Pan American FWY NE

ACTION: Recommend Approval

SUMMARY:

Coronado Park, LTD. desires an emergency water connection to existing public water infrastructure located at 8401 Pan American Fwy NE. The property is located at the northwest corner of I-25 and Paseo Del Norte. The proposed property is an existing mobile home park with plans to expand the private water system. The request is for a metered connection to the public water system to serve as an emergency backup source in the event that the onsite private water system fails. The property has existing sanitary sewer service from the Water Authority.

No additional infrastructure requirements are needed to provide emergency water service to this property other than an emergency service connection 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
- Pay the Utility Expansion Charge (UEC) at the rates that are imposed at the time of a service connection based on the size of the emergency service connection water meter.

FISCAL IMPACT:

None

EMERGENCY SERVICE CONNECTION AGREEMENT
**(with Coronado Park, LTD., for Coronado Park Mobile Home Park,
8401 Pan American Freeway, N.E., Albuquerque, NM 87113)**

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision (the “Water Authority”) and **Coronado Park, LTD.** (“Owner”), whose address is 11100 Santa Monica Blvd. Suite 1150, Los Angeles, CA 90025, agree as follows:

1. Recitals.

A. Owner is the owner of 8401 Pan American FWY NE, Albuquerque, NM 87113 (Legal Description: A Tract of Land, situate within the Elena Gallegos Grant, Projected Sections 13 and 14, Township 11 North, Range 03 East, of the New Mexico Principal Meridian, Bernalillo County, State of New Mexico, being Tract A-1 of the Plat entitled Coronado Village) (herein “Property”), more particularly described and as shown in the Serviceability Statement for the Property, attached hereto as Exhibit A and incorporated herein by reference.

B. The Property is located within the Water Authority’s Adopted Service Area. The Property currently is served by a private well and water distribution system. The Property’s current use is as a mobile home park. The mobile home park has 327 mobile home spaces.

C. Owner desires a 2-inch connection to the public water system to provide emergency back-up water service to the existing mobile home park via the internal private water distribution network. The emergency back-up connection will only deliver water to Owner’s existing tanks for delivery to Owner’s existing customers. The emergency back-up system is solely for the Owner’s existing mobile home park on the Property and is not for expansion of the existing use or any other use. “Emergency” back-up use in this Agreement means any failure of a critical element of Owner’s private water system which requires a closing of Owner’s current private well system, to be determined by Owner in Owner’s discretion.

D. Emergency water service to the Property will be taken from an existing Water Authority 8-inch waterline stub located near the southeast corner of the Property. A private valve to be operated by Owner shall be installed downstream of the water meter to provide for the emergency service. Installation of service shall be performed under the standard tapping permit process, as shown on attached Exhibit B.

E. Sanitary sewer service to the site is currently being provided by an on-site private sanitary sewer system which discharges into the Water Authority sanitary sewer system.

2. Service.

A. Owner shall comply with the Water Authority’s Water and Sewer System Expansion Ordinance, as amended from time to time.

B. Owner will be responsible for paying the monthly bills associated with the emergency connection, regardless if water is not used. The monthly bill will be determined by the Rate Ordinance in effect, and as amended from time to time.

C. For any emergency to Owner's water system during the term of this Agreement, the Water Authority shall be obligated to provide back-up emergency water ("Emergency Use") to Owner for one hundred twenty (120) days following Owner's turning on emergency water due to an emergency under this Agreement. For good cause, Owner by notice to the Water Authority may extend the one hundred twenty (120) day period for an additional thirty (30) days to cure the emergency. If Owner desires continued water service, after the Emergency Use period described above, from the Water Authority under this Agreement, such continued water use following the end of the Emergency Use period shall be considered "Permanent Use", and Owner shall make applicable separate arrangements with the Water Authority, which shall include paying usual UECs based on mobile home park calculations, connection fees and other charges, in accordance with the Water Authority's Water and Sewer Rate Ordinance and other standards and regulations in effect at that time.

D. For the connection for Emergency Use contemplated by this Agreement, before provision of any emergency water service, Owner shall be required to pay a one-time UEC charge based upon the size of the meter, in accordance with the schedule set forth in the Water Authority's Water and Sewer Rate Ordinance, Section 1-1-1, et seq. In the event that Owner's use becomes Permanent Use, as provided in Section 2.C herein, Owner shall be required to pay the applicable UEC, based on the requirements of the Rate Ordinance, as amended from time to time, then in effect. Any intentional use by Owner found to be non-Emergency Use shall be deemed to be Permanent Use and subject Owner to the applicable terms and provisions of the Albuquerque Bernalillo County Water Utility Authority Water and Sewer Rates Ordinance, including but not limited to the UEC amount formula for mobile home parks.

E. This Agreement is voided if the Property takes on a use other than the existing mobile home park.

F. The emergency connection will be activated by Owner's operation of the private valve. Water Authority personnel will not turn on/off the water meter or any valve to provide the emergency water.

G. All containment devices will be required per the Water Authority's Cross Connection Ordinance. The Owner shall be responsible for coordination, review and approval of the appropriate device.

H. Owner may terminate this Agreement upon ninety (90) days advance written notice to the Water Authority, in which case the connection to the Water Authority's system will be closed.

3. Termination. If construction of the Connection Point (being defined as the physical connection to the Water Authority system, located as shown on attached Exhibit B,

being an approved point of connection with the appropriate valving and back flow prevention as required by the Water Authority) to the waterline 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 a foreign limited partnership registered under the laws of the State of New Mexico as Coronado Park, Ltd., Limited Partnership.

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 Sanchez
Executive Director
Albuquerque Bernalillo County Water Utility Authority
One Civic Plaza, Room 5012 Albuquerque, New Mexico 87102

If to Owner:

Michael Thesman
Coronado Park, LTD.
11100 Santa Monica Blvd. Suite 1150
Los Angeles, CA 90025

7. Assignment. This Agreement may not be assigned without the prior written consent of the Water Authority and Owner.

8. **No Third Party Beneficiary.** This Agreement is not intended to nor shall it create or authorize a third party beneficiary or authorize anyone not a party to the Agreement to maintain any cause of action whatsoever pursuant to the provisions of the Agreement.

9. **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 its successors, assigns, and transferees and Owner and its 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.

10. **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.

11. **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.

12. **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**

CORONADO PARK, LTD.

By _____
Inc. _____
Mark S. Sanchez, Executive Director

By _Fortune Travel,

Its General Partner

By Michael Thesman
Its President

Date: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2019,
by Michael Thesman, President of Forture Travel, Inc., General Partner of Coronado Park, Ltd.
a California limited partnership, on behalf of said partnership.

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

My Commission Expires:

January 3, 2019

Chair

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Vice Chair

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Pat Davis
City of Albuquerque
Councilor, District 6

Timothy M. Keller
City of Albuquerque
Mayor

Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

Lonnie Talbert
County of Bernalillo
Commissioner, District 4

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

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Ron Bohannon
Tierra West, LLC
5574 Midway Park Place NE
Albuquerque, New Mexico 87109

**RE: Water and Sanitary Sewer Serviceability Letter #181113
Coronado Mobile Home Park:
8401 Pan American FWY NE 87113**

Dear Mr. Bohannon:

Project Description: The subject site is located on the northwest corner of Interstate 25 and Paseo Del Norte, within the City of Albuquerque. The property consists of approximately 57 acres and is currently zoned NR-BP (Business Park). The property lies within the Pressure Zone 2E in the Alameda trunk. The request for information indicates no development plans. The site is the existing Coronado Mobile Home Park, which contains approximately 300 units. The site is currently being served by an onsite private water system, which includes a private well and private tank. There are plans to expand the private water system to include a new 100,000 gallon tank. Sanitary sewer service to the site is currently being provided by an onsite private sanitary sewer system which discharges into the Water Authority sanitary sewer system. The request is for a metered connection to the public water system to serve as an emergency backup source in the event that the onsite private water system fails.

Emergency Backup Service Connection Agreement: The Water Authority and developer shall enter into an Emergency Backup Service Connection Agreement that defines financial and other obligations of the developer. The Water Authority Board must approve this agreement to serve this property and establish requirements as a condition of service. The Emergency Backup Service Connection shall only be valid for the emergency connection and will not be applicable if the site redevelops.

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

- 36 inch ductile iron pipe transmission main (project #26-9030.61-14) along southwest border of the site
- 24 inch ductile iron pipe transmission main (project #26-9030.63-14) along southeast border of the site
- 16 inch CCYL distribution main (project #not present) along east border of the site
- 8 inch PVC distribution main (project #26-9030.63-14) along stub at the southeast border of the site

Sanitary sewer infrastructure in the area consists of the following:

- 18 inch RCP interceptor line (project #07-049-69) along the south border of the site

Water Service: New metered water service to the property can be provided via routine connection to the existing eight inch waterline stub located near the south side of the

subject property. The metered connection shall also include a backflow device and a private valve downstream of the water meter. This private valve will be owned and operated by the property owner for use when the emergency connection is needed. When water is desired by the property owner, the property owner will be responsible for turning on the private valve.

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: As mentioned above, sanitary sewer service to the site is currently being provided by an onsite private sanitary sewer system which discharges into the Water Authority sanitary sewer system.

Fire Protection: The instantaneous fire flow requirements for the subject property were not submitted in the request for availability; therefore, this letter may not be complete and/or valid at the time of future construction. 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 the 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 289-3439 for more information.

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

Pro Rata: 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. Please coordinate with the City to determine if a mini work order is acceptable based on the street classification. 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 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 Emergency Service Connection Agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one year upon approval of the development agreement. Under no circumstances does this serviceability letter commit to service without the above mentioned conditions. 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.

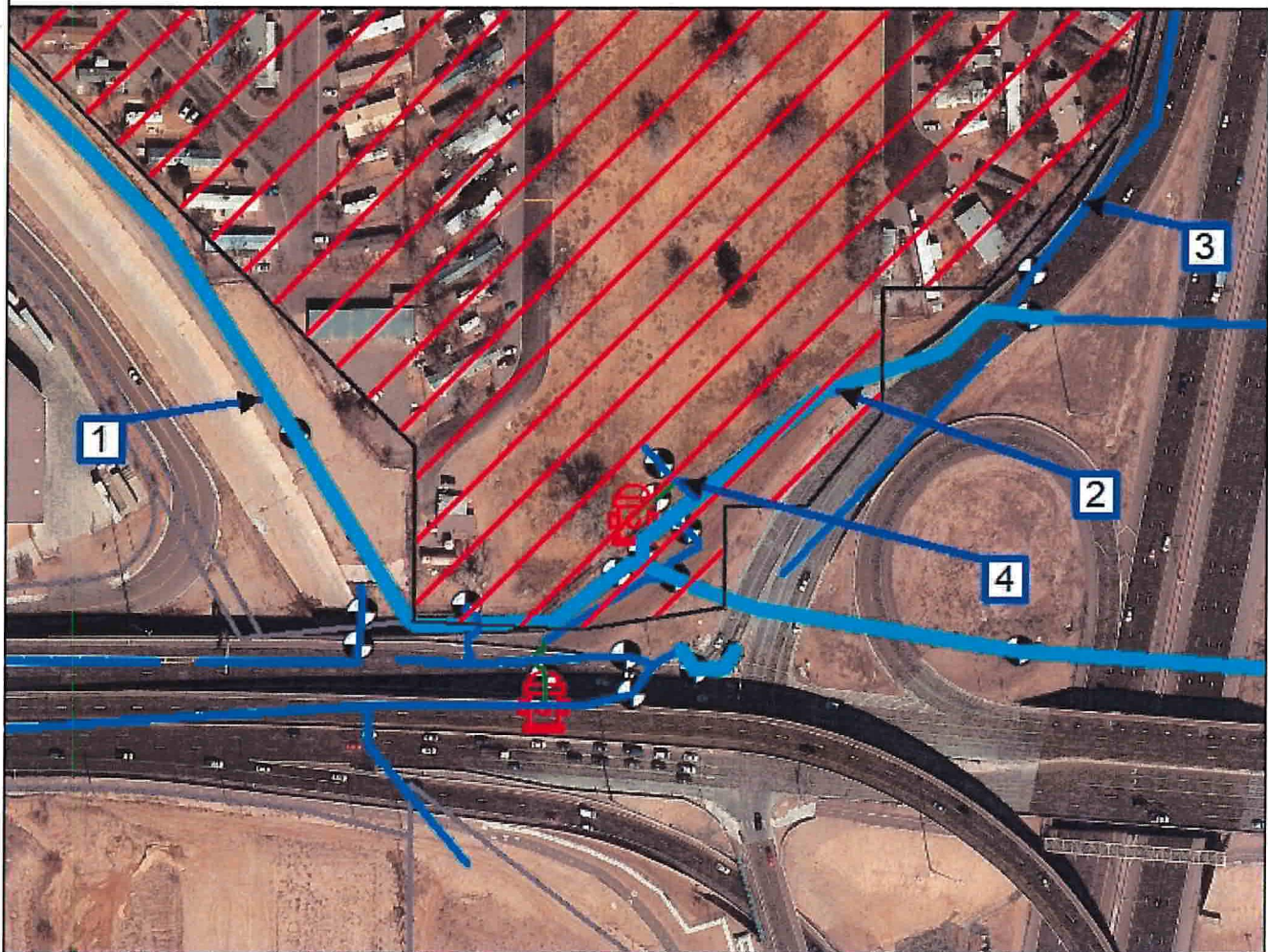
Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)
f/ Serviceability Letter 181113

181113 - Water



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

0 350 700 Feet



--- Water Infrastructure Map Keyed Notes:

1. --- 36" DIP Transmission Main
2. --- 24" DIP Transmission Main
3. --- 16" CCYL Transmission Main
4. --- 8" PVC Stub

181113 - Sanitary Sewer



Legend

 Site Location

Sewer Pipe

— <all other values>

SUBTYPE


— COLLECTOR

--- FORCE MAIN

— INTERCEPTOR

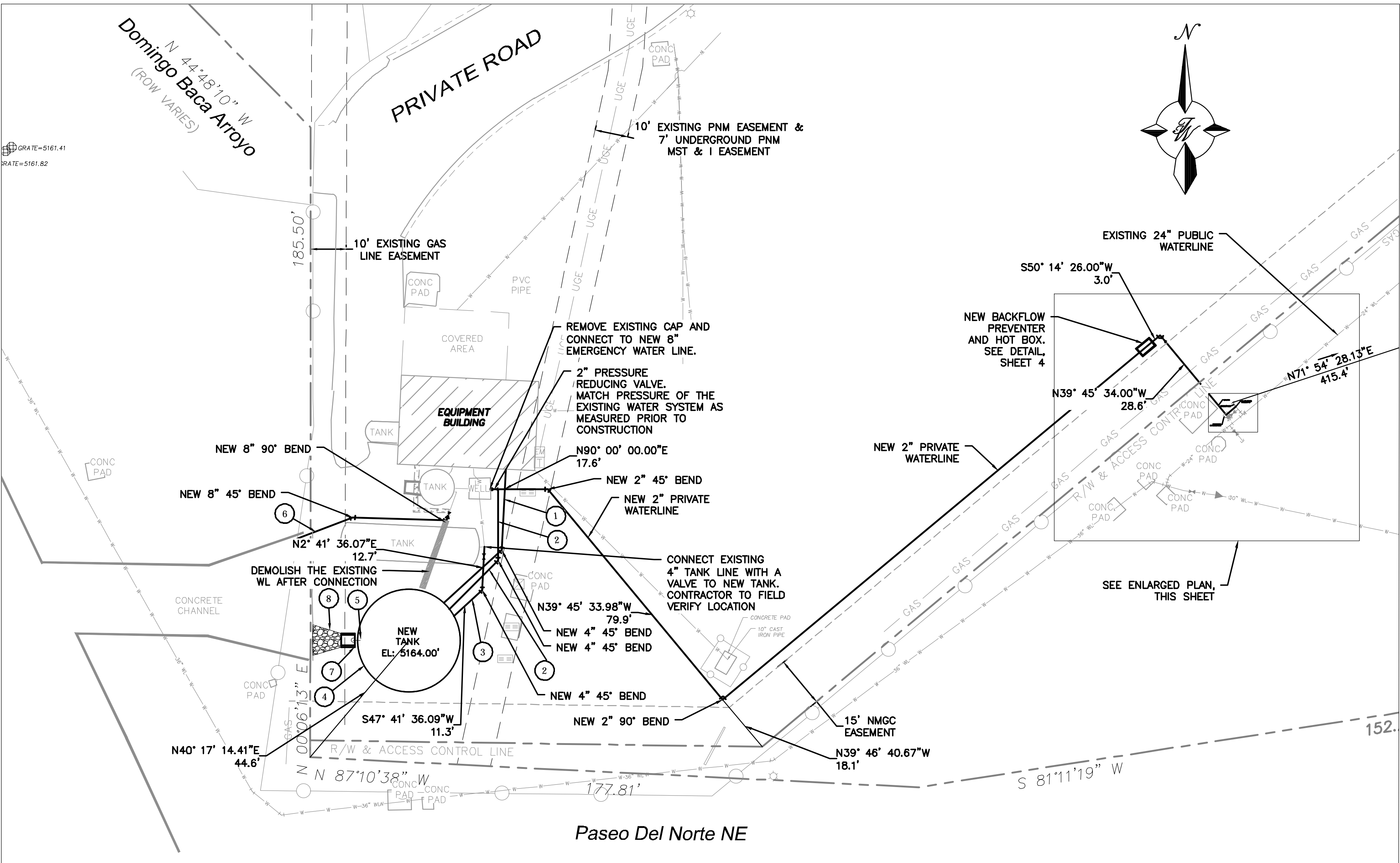
— VACUUM LINE

0 900 1,800 Feet

 --- Sanitary Sewer Infrastructure Map Keyed Notes:

1. --- 18" RCP Interceptor Main





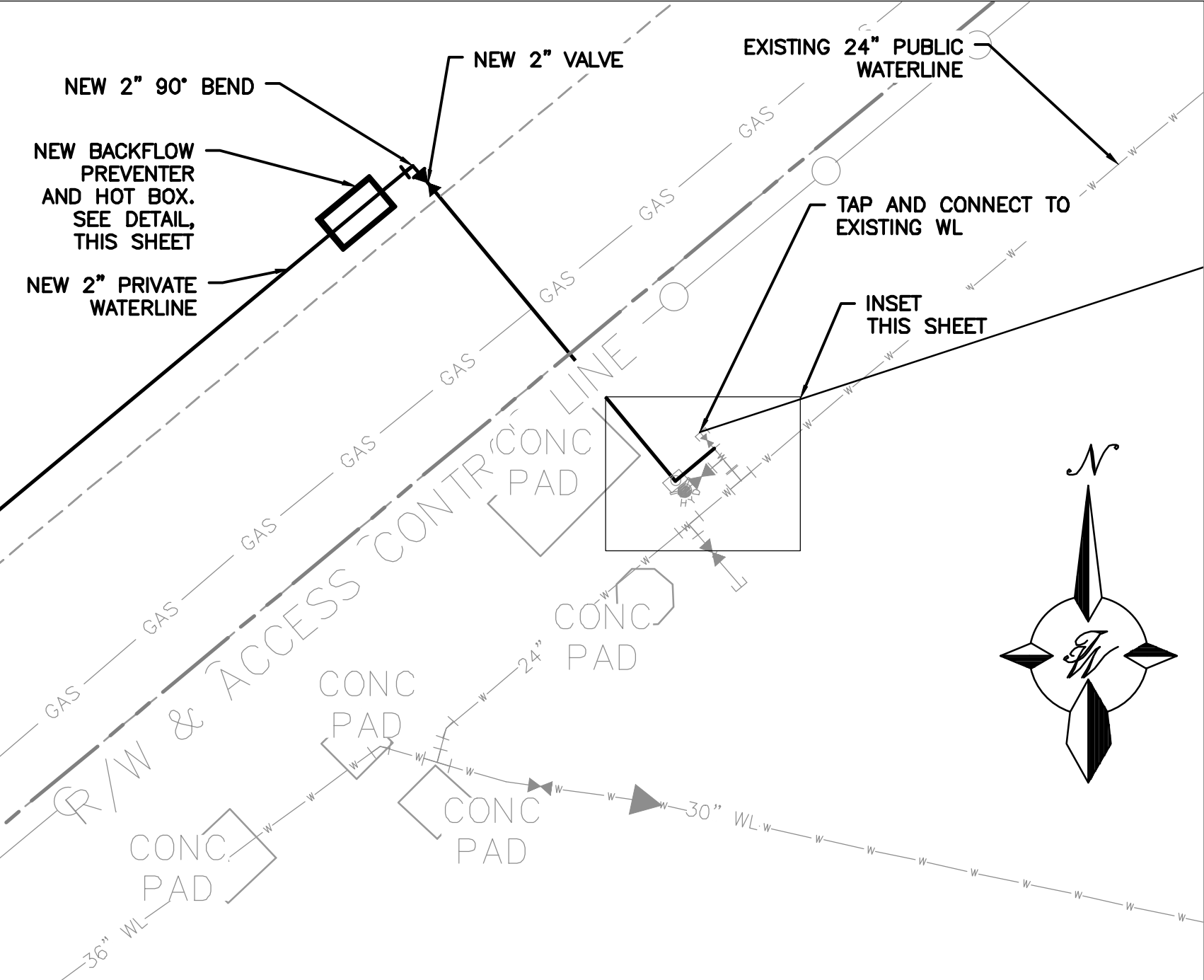
KEYED NOTES

- 1-1/4" CONDUIT FOR PRE-WIRED FLOAT SWITCH (LOW WATER FIRE PUMP CUTOFF)
- 4" COATED STEEL OUTLET PIPE
- 4" COATED STEEL FILL LINE
- 1/4" STEEL RING (30" DIA)
- 8" STEEL OUTFLOW PIPE
- 8" COATED STEEL DISCHARGE PIPE
- 3'-0" WIDE CONCRETE CHANNEL (SEE DETAIL, THIS SHEET)
- RIPRAP (SEE DETAIL, THIS SHEET)

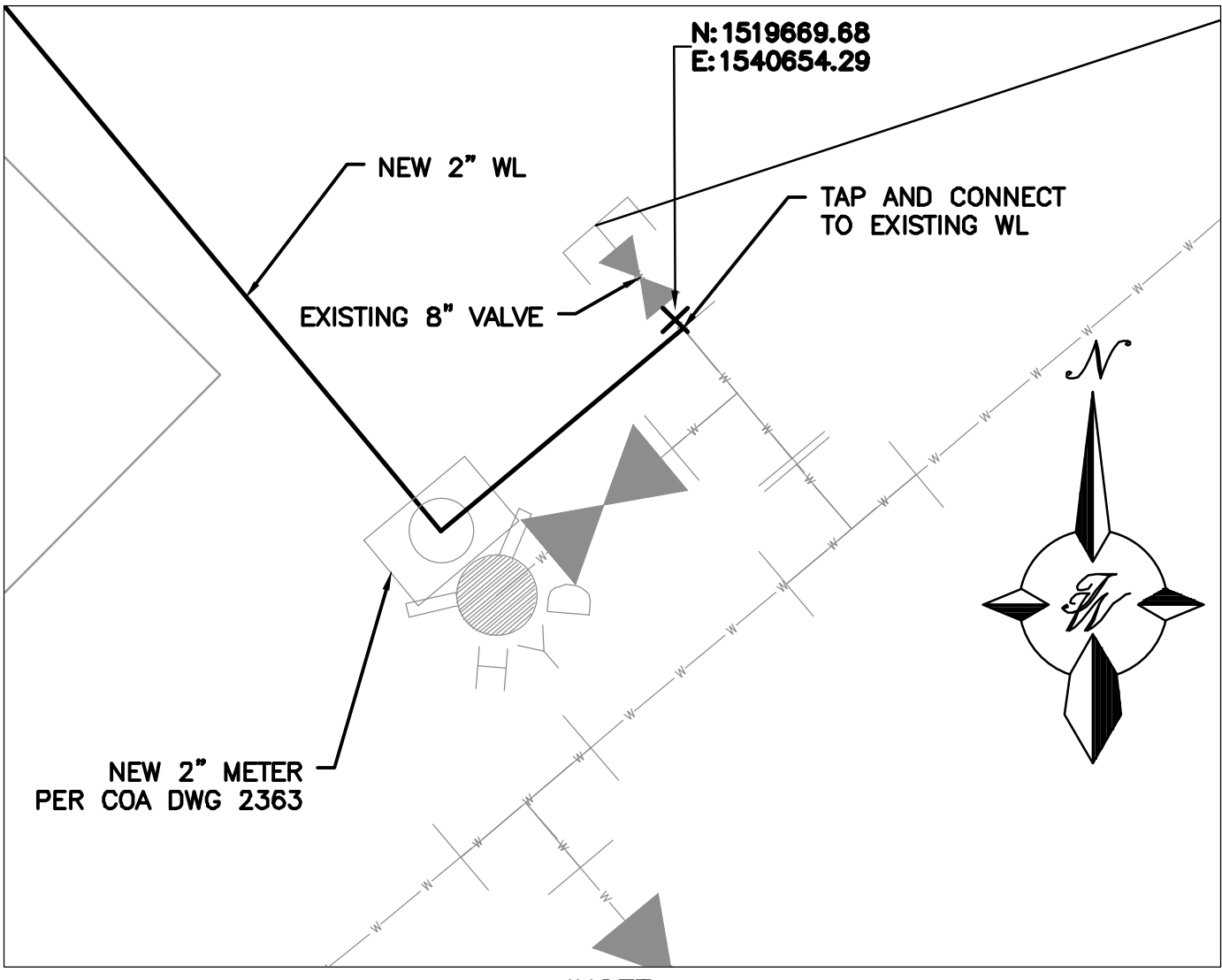
LEGEND

	EXISTING BOUNDARY LINE
	EXISTING EASEMENT
	RIGHT-OF-WAY
	EXISTING BUILDING
	EXISTING CURB & GUTTER
	EXISTING SIDEWALK
	EXISTING WATER LINE
	EXISTING UNDERGROUND ELECTRICAL
	EXISTING GAS LINE
	EXISTING STREET LIGHTS
	EXISTING ELECTRIC METER
	EXISTING ELECTRIC PULLBOX
	EXISTING TRANSFORMER
	EXISTING TELEPHONE PEDESTAL
	PROPOSED WATER LINE

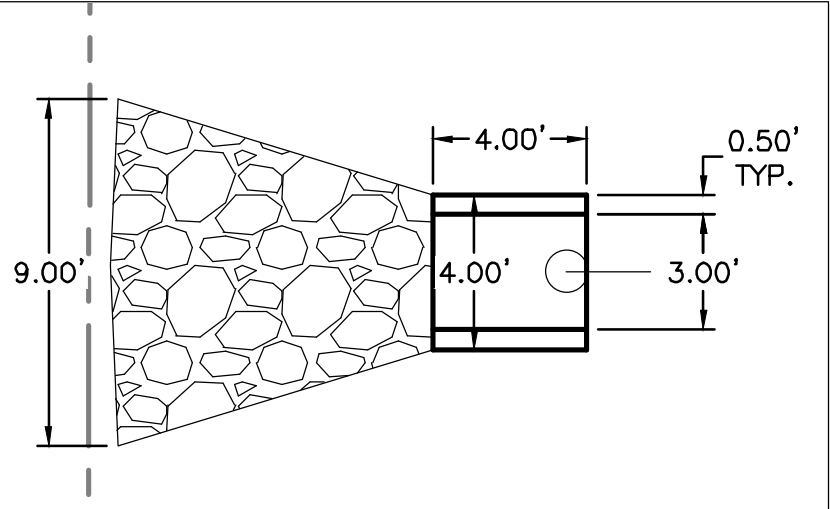
CAUTION:
ALL EXISTING UTILITIES SHOWN WERE OBTAINED FROM RESEARCH, AS-BUILTS, SURVEYS OR INFORMATION PROVIDED BY OTHERS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO AND INCLUDING ANY EXCAVATION, TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS, PRIOR TO STARTING THE WORK. ANY CHANGES FROM THIS PLAN SHALL BE COORDINATED WITH AND APPROVED BY THE ENGINEER.



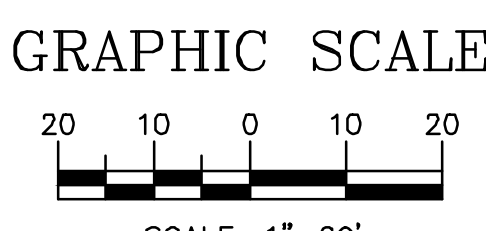
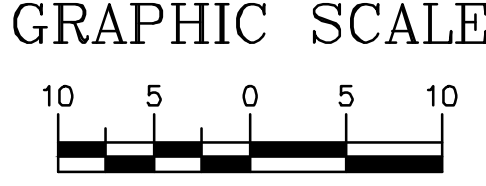
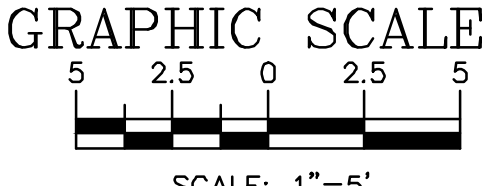
ENLARGED PLAN
SCALE: 1"=10'



INSET
SCALE: 1"=5'



RUNDOWN/RIPRAP DETAIL
SCALE: 1"=5'



TERRA WEST, LLC 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505)858-3100 www.tierrowestllc.com	
CITY OF ALBUQUERQUE PUBLIC WORKS DEPARTMENT ENGINEERING GROUP	
TITLE: CORONADO MHP WATERLINE CONNECTION UTILITY CONNECTION POINT PLAN	
DESIGN REVIEW COMMITTEE	CITY ENGINEER APPROVAL
MO./DAY/YR.	MO./DAY/YR.
CITY PROJECT NO. 2014034	ZONE MAP NO. C17/C18
SHEET 4	OF 5