
Meeting Date: February 26, 2020
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: R-20-5 – Authorizing an Agreement for Water and Sewer Service for Adagio Apartments

ACTION: Recommend Approval - Immediate Action Requested

SUMMARY:

The proposed 52-unit apartment complex is to be located along Oakridge St. west of Universe Blvd., within the City of Albuquerque but outside of the Water Authority's Adopted Service Area.

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

Water and wastewater service are contingent on the developer constructing onsite and offsite 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.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-20-5

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR**
3 **ADAGIO APARTMENTS**

4 WHEREAS, RV Loop, LLC is the developer and owner of real property to be
5 developed as 52 unit apartment complex located along Oakridge St. west of Universe
6 Blvd. within the City of Albuquerque; and

7 WHEREAS, the property which is located outside the service area of the Water
8 Authority will require a development agreement for the extension and/or connection of
9 water and sewer lines to the Water Authority's water and sewer system; and

10 WHEREAS, the Water Authority's Water and Wastewater System Expansion
11 Ordinance requires that new service developed outside the Water Authority's service
12 area will incur no net expense to the Water Authority and be subject to provisions of
13 relevant updated planning documents as approved by the City and/or County; and
14 BE IT RESOLVED BY THE WATER AUTHORITY:

15 Section 1. RV Loop, LLC will obtain all permits, assurances, and approvals from
16 the Water Authority and the City of Albuquerque development/design review process.
17 Construction of water and/or sewer lines shall be in conformance with the plans
18 approved by the Water Authority and all applicable plans, specifications, requirements,
19 and standards of the Water Authority.

20 Section 2. The expansion of the System shall incur no net expense to the Water
21 Authority and be subject to current Utility Expansion and Water Supply Charges.

22 Section 3. RV Loop, LLC will be responsible for close coordination of the project
23 with the Water Authority during the design and construction phases, including the
24 review of the design details during the design process, and the approval of
25 specifications and contract documents.

26 Section 4. The Executive Director is authorized to enter into the agreement with
27 RV Loop, LLC for the provision of water and sewer service.

DEVELOPMENT AGREEMENT ADAGIO APARTMENTS

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and RV Loop, LLC, a NEW MEXICO limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

- A.** RV Loop, LLC is the “Developer” and owner of certain real property located in Tract A, Cantata at the Trails (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 in the former New Mexico Utilities, Inc. ("NMUI") service area, outside the Water Authority’s currently adopted Water Service Area.
- B.** The Property will develop as a 52 unit apartment complex.
- C.** The Property is described as: TRACT A, CANTATA AT THE TRAILS UNIT 2
- D.** The Property is located in Pressure Zone 4W of the Corrales Trunk.
- E.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and other necessary infrastructure improvements (collectively, “Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Facility Improvements referred to in this Agreement is attached hereto as **Exhibit B** and incorporated herein by reference and made a term of this Agreement.
- F.** The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

2. Design and Construction of the Facility Improvements

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not 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 City. The Developer shall be responsible for conducting an 11 month warranty inspection. Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- D.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City’s Development Process Manual (“DPM”) and/or applicable Water Authority Design Manuals.
- E.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure “B”, as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Facility Improvements.

3. Service

- A. The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
 - B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Resource Charges (WRCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
 - C. Pursuant to Water Authority Resolution No. R-05-13, 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 validly existing limited liability company under the laws of the State of NEW MEXICO.
- B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
- C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

9. Notices. Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

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

If to Developer:

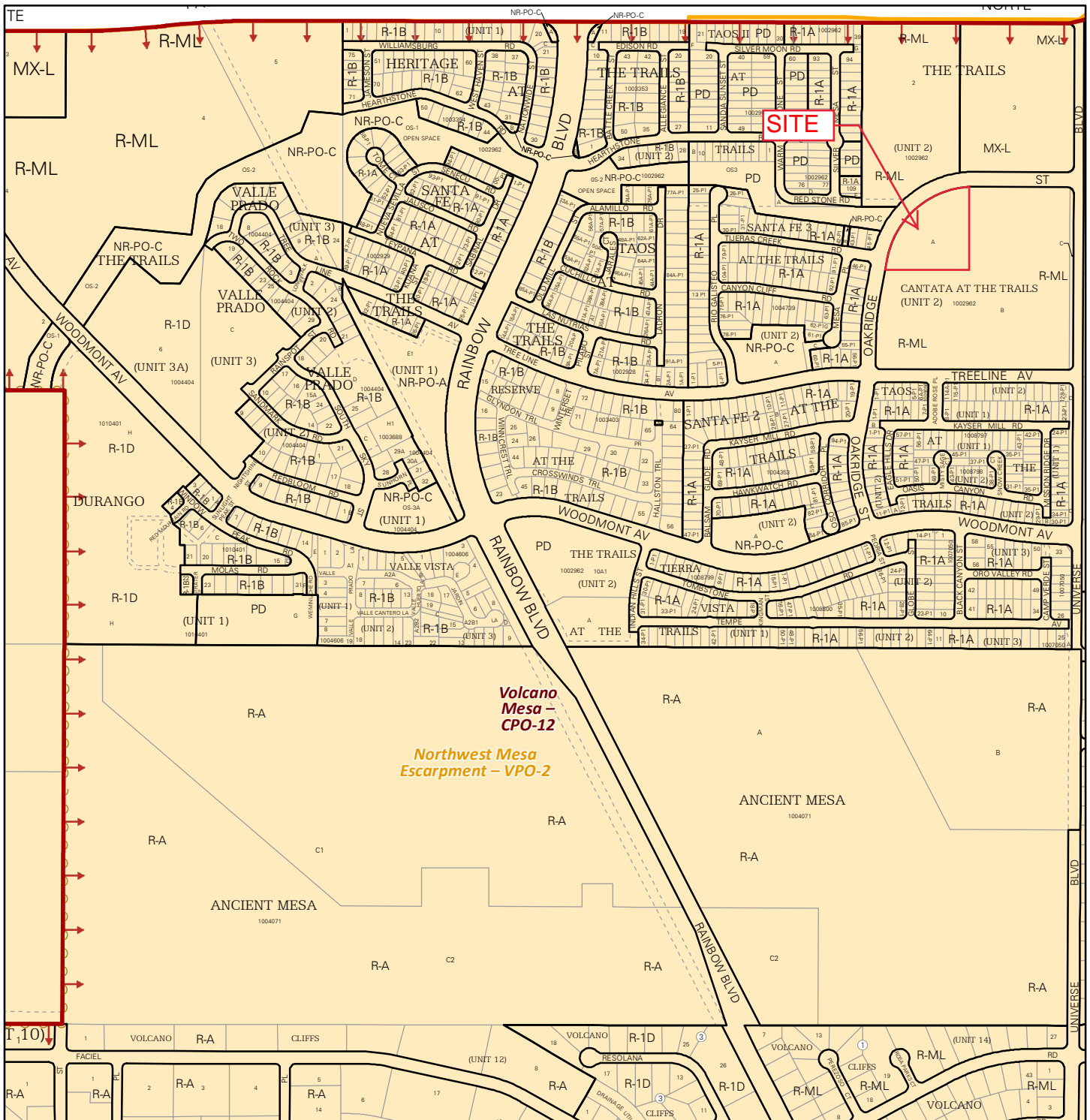
RV Loop, LLC
Attn: Kelly Calhoun, Manager
Address: 8201 Golf Course Rd
City: Albuquerque, State: NM, Zip Code: 87120

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

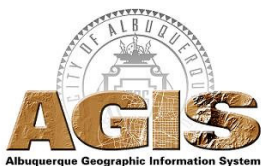
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Authority, a New Mexico political subdivision.

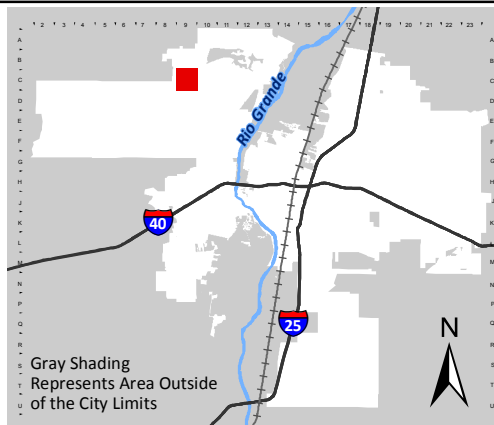


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:
C-09-Z

- Easement
 - Escarpment
 - Petroglyph National Monument
 - Areas Outside of City Limits
 - Airport Protection Overlay (APO) Zone
 - Character Protection Overlay (CPO) Zone
 - Historic Protection Overlay (HPO) Zone
 - View Protection Overlay (VPO) Zone
- Gray Shading
Represents Area Outside
of the City Limits
- 0 250 500 1,000 Feet

TOPOGRAPHIC AND BOUNDARY SURVEY OF
TRACT A
CANTATA AT
THE TRAILS UNIT 2
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
2019
TOPOGRAPHIC ADJUSTED
DATE: 26, 2019

Tract A, Cantata At The Trails, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on October, 26, 2007 in Plat Book 2007C, Page 315.

[illegible]

1. Bearings are new Mexico State Plane Grid Bearings, Central Zone - NAD83.
2. Distances are ground (US survey foot).
3. Distances along curved lines are arc lengths.
4. Distances along straight lines are straight line lengths. The distances from these established by this field survey are shown in parentheses.
5. The survey was conducted in 1992 and 1993.
6. The survey was conducted in 1992 and 1993.
7. The survey was conducted in 1992 and 1993.
8. The survey was conducted in 1992 and 1993.
9. The survey was conducted in 1992 and 1993.
10. The survey was conducted in 1992 and 1993.
11. A title report was not provided for this property. Any possible encumbrances, conditions or restrictions that may be indicated by

1. Larry W. Medrano, New Mexico Professional Surveyor Number 11993, recently left his topographic and boundary surveying firm to start a new company. He is responsible for the survey that this project was based on and actual ground control by the user of this direct supervision; that I am responsible for this survey; that the survey is true and correct to the best of my knowledge and belief; and that this topographic and boundary survey that this project is based upon is true and correct to the best of my knowledge and belief. Surveying in New Mexico; and that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act; and that this



190314 ADD TOPO.dwg

TOPOGRAPHIC AND BOUNDARY SURVEY OF
TRACT A
CANTATA AT THE TRAILS UNIT 2
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
APRIL, 2019
TOPOGRAPHY ADDED JUNE 27, 2019

CURVE TABLE			
CURVE	LENGTH	RADIUS	TANGENT CHORD BEARING
1	83.64	1,000.00	108° 45' 43.14"
2	10.35	1,000.00	108° 45' 43.14"

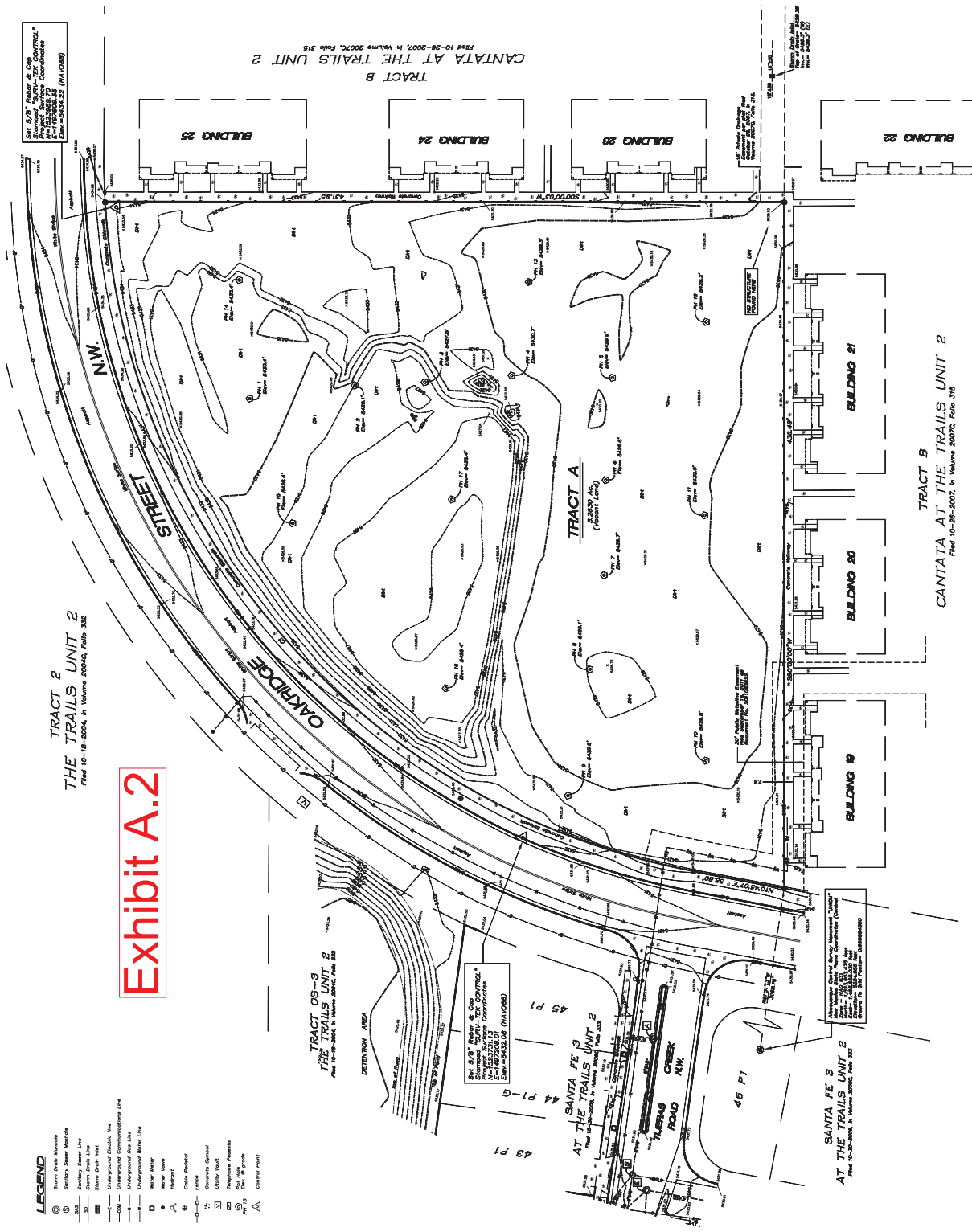
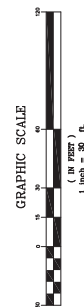


Exhibit A.2

- LEGEND**
- Storm Drain, Machine
 - Sanitary Sewer, Machine
 - Sanitary Sewer, Line
 - Storm Drain, Line
 - Storm Drain, Inlet
 - Underground Storm Drain, Line
 - Underground Sanitary Sewer, Line
 - Water Meter
 - Water Valve
 - Hydrant
 - Storm Pit
 - Storm Pit, Cover
 - Storm Pit, Cover, Symbol
 - Utility Vault
 - Telephone Pedestal
 - POB
 - Control Point

August 26, 2019

Chair
Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Vice Chair
Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Maggie Hart Stebbins
County of Bernalillo
Commissioner, District 3

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Timothy M. Keller
City of Albuquerque
Mayor

Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

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

Jeremy Shell
RESPEC
5971 Jefferson St. NE #101
Albuquerque, New Mexico 87109

**RE: Water and Sanitary Sewer Serviceability Letter #190401
Rainbow Paseo Tract A
Oakridge St. NW**

Dear Mr. Shell:

Project Description: The subject site is located on Oakridge St. west of Universe Blvd. within the City of Albuquerque. The property consists of approximately 3.26 acres and is currently zoned R-ML for multi-family low density use. The property lies within the Pressure Zone 4W in the Corrales trunk. The request for information indicates plans to develop the site to accommodate a new apartment complex in which all buildings will be two stories.

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 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 #26-7300.78-13) along a portion of the south property line.
- Eight inch PVC distribution main (project #26-7300.78-13/26-7384.87-18) along a portion of the west property line as well as Oakridge St.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-7300.87-08) along Tijeras Creek Rd.
- Eight inch PVC collector line (project #26-7384.87-18) stub to existing TR 2 BULK LAND PLAT OF THE TRAILS UNIT 2.
- Eight inch PVC collector line (project #26-7300.78-13) internal to TR B PLAT OF TRACTS A, B AND C CANTATA AT THE TRAILS UNIT 2.

Water Service: New metered water service to the property can be provided contingent upon a developer funded extension of the existing eight inch infrastructure along Oakridge St. the length required to cover the property frontage.

From the Fire Marshal approved "Fire One Plan" it is understood that the site intends to develop around the existing waterline alignments. It should be noted that all proposed structures must be oriented to allow for standard operations and maintenance of the existing waterline (i.e. proposed structures should remain clear of existing easements). From the "Fire One Plan" it is also understood that several hydrants as well as fire lines are required for fire protection to the site. The proposed hydrants shall be considered private and painted "safety orange". All infrastructure required for fire protection shall be installed prior to sale of service to the site.

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 sanitary sewer line along Tijeras Creek Rd. the length necessary to cover the property frontage along Oakridge St. Please see the sanitary sewer exhibit at the end of this document for more details. 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.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 1625 gallons-per-minute and one hydrant. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed by simulating the desired flow from the proposed connection point of the fire line. 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. Please note that the engineer designing the fire line is responsible for determining pressure losses and sizing of the private water line(s) downstream of the public water line to serve the proposed fire hydrants and/or fire suppression system.

Cross Connection Prevention: Per the Cross Connection 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 principle 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.

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: As described in this statement, the extension of public water and sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance. Pro Rata has been assessed for this property in the amount of \$4,215.48 for water infrastructure under project #4215.48 and \$14,468.13 for Sewer infrastructure under project #4215.48 for a total amount of \$18,683.61. 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 performed by a licensed, New Mexico registered, professional engineer. 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. UECs associated with multi-family are determined by the criteria set forth in the Water Authority Rate Ordinance, which is amended from time to time. These specific UECs take into account the number of units within the multi-family development. If the multi-family development includes other amenities such as a clubhouse, fitness center or leasing office that will be metered separately, UECs for these amenities will not be charged as they are included in the multi-family UEC calculation. UECs associated with irrigation meters are not included in the multi-family calculation and shall be paid accordingly. Mixed use development which consists of both commercial multi-family shall provide separate meters for each use. There is a section in the Rate Ordinance for low income housing developments that may provide a discount on UECs which will require documentation as required by the Water Authority, stating that the development does indeed qualify as a low income development. Furthermore, if the development includes both low income and market rate apartments, the same requirements set forth in the Rate Ordinance shall be adhered to.

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. 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 service connection agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one 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.

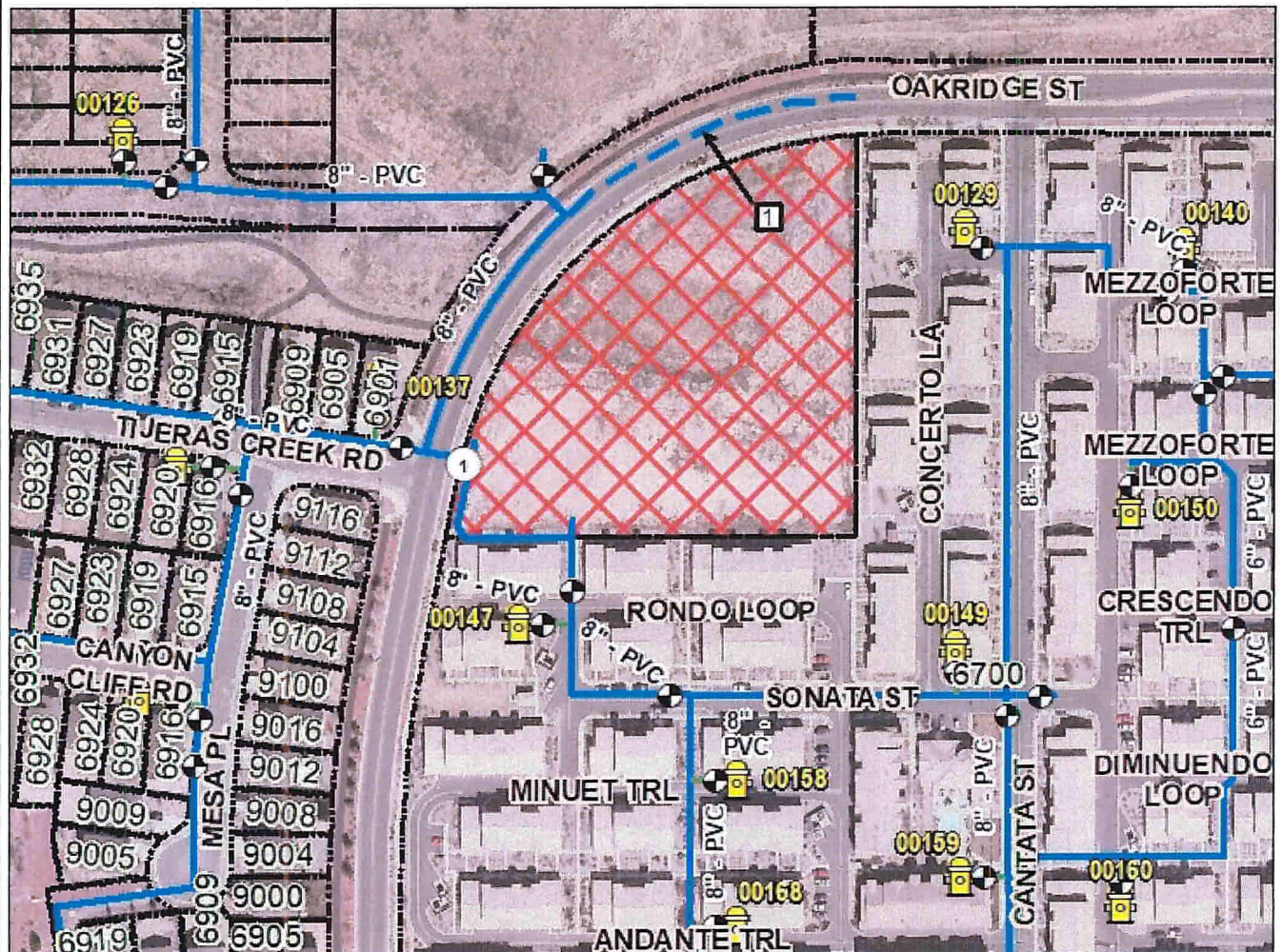
Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)
f/ Serviceability Letter 190401

190401 - Water



Legend

- Valve
- Hydrant

Pipe

SUBTYPE

- Distribution Line
- Hydrant Leg
- Project Location

0 350 700 Feet

--- General Map Keyed Notes

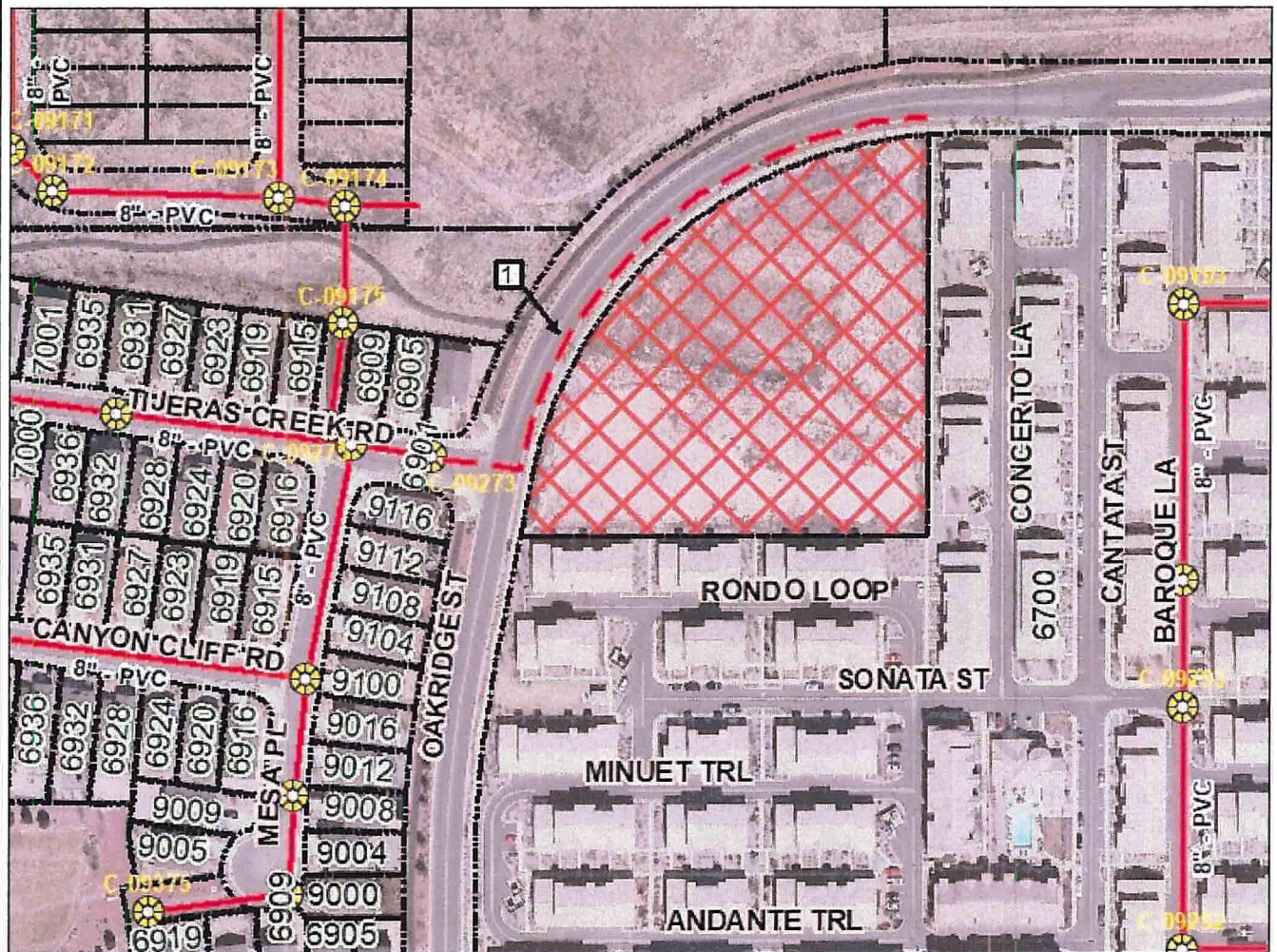
1. --- Proposed Extension

--- Fire Flow Analysis Points

1. --- Analysis Point



190401 - Sanitary Sewer



Legend



Sewer Manhole

Sewer Pipe

SUBTYPE

COLLECTOR

Project Location

0 350 700 Feet

--- General Map Keyed Notes

1. --- Proposed Extension



Water Utility
Authority