

CITY of ALBUQUERQUE

TWENTY FOURTH COUNCIL

COUNCIL BILL NO. R-21-172 ENACTMENT NO. _____

SPONSORED BY: Pat Davis, by request

1 RESOLUTION

2 AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE
3 CITY OF ALBUQUERQUE BY SUPPLEMENTING CURRENT APPROPRIATIONS

4 WHEREAS, additional appropriations are needed for the Department of Arts and
5 Culture/Library purpose; and

6 WHEREAS, Miscellaneous Revenues now need to be appropriated; and

7 WHEREAS, the appropriations of these funds to projects within their respective
8 purposes are timely and necessary for the City to serve its citizens.

9 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
10 ALBUQUERQUE:

11 Section 1. That the appropriations are hereby made and/or changed and that
12 increases in Miscellaneous Revenue for activities/projects are transfers of revenues
13 from Bernalillo County Bonds to the specific projects as indicated.

14			Increase
15	<u>Department</u>	<u>Source</u>	<u>(Decrease)</u>
16	<u>Arts & Culture/Library</u>		
17	International District Library (7559120)	Miscellaneous Revenue	500,000
18	Library Materials	Miscellaneous Revenue	1,750,000
19	International District Library		
20	Community Room	Miscellaneous Revenue	80,000

21 Section 2. That the following interest is hereby appropriated

22	Library Bond Interest	Miscellaneous Revenue	31,691
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23 Section 3. That in the event these contributions are received, upon execution of an
24 agreement between parties, the amounts indicated above will be appropriated in
25 their respective fund, with the provision that the amounts will be adjusted to reflect
26 actual Federal, State and/or private contribution participation.



Mayor Timothy M. Keller

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

May 3, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor

A handwritten signature in black ink, appearing to be 'TK' or similar initials, written over the printed name of the Mayor.

SUBJECT: Appropriation of Bernalillo County Bond Funds for the Department of Arts and Culture/Library

This resolution appropriates a total of \$2,361,691 to the Department of Arts and Culture:

- \$580,000 for construction and furnishing of the International District Library
- \$1,781,691 for the funding of Library Materials per the Joint Powers Agreement for the establishment of a Unified Library System


This request is forwarded to the Council for its consideration and approval.

Page 2 of 2

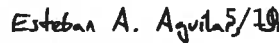
SUBJECT: Appropriation of Bernalillo County Bond Funds for the Department of Arts and Culture/Library

Approved:

Approved as to Legal Form:



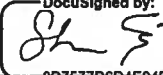
Sarita Nair Date
Chief Administrative Officer

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Esteban A. Aguilar, Jr. Date
City Attorney

DS
LB

Recommended:

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 5/5/2021 | 11:17 AM MDT

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Dr. Shelle Sanchez, Director Date
Department of Arts & Culture

Cover Analysis

1. What is it?

Resolution to appropriate miscellaneous revenue from the County of Bernalillo to the Department of Arts and Culture, Library Division.

2. What will this piece of legislation do?

This legislation will appropriate Bernalillo County bond funds and accumulated interest to help construct the International District Library and purchase library materials.

3. Why is this project needed?

To make funds available to assist in the construction of the International District Library in a previously underserved section of Albuquerque and to purchase library materials for the needs of the Library system and the public.

4. How much will it cost, and what is the funding source?

This bill appropriates \$2,361,691: \$580,000 for construction and furnishings for the International District Library; and \$1,781,691 for the purchase of library materials.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

Not applicable.

6. What will happen if the project is not approved?

Funding will not be available for use as approved by the voters of Bernalillo County.

7. Is this service already provided by another entity?

Not applicable.

FISCAL IMPACT ANALYSIS

TITLE: Appropriation of Bernalillo County Bond Funds for the Department of Arts and Culture/Library R: X O:
FUND: 305
DEPT: Arts and Culture/Library

- [] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- [x] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			
	2021	2022	2023	Total
Base Salary/Wages				-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	580,000	906,691	875,000	2,361,691
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 580,000	\$ 906,691	\$ 875,000	\$ 2,361,691
[] Estimated revenues not affected				
[x] Estimated revenue impact				
Revenue from program				0
Amount of Grant	580,000	906,691	875,000	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ 580,000	\$ 906,691	\$ 875,000	\$ -

These estimates do not include any adjustment for inflation.
* Range if not easily quantifiable.


Number of Positions created

COMMENTS:
This bill appropriates \$2,361,691 of Bernalillo County Bond funds: \$580,000 for construction and furnishings for the International District Library (FY21 = \$500,000 from 2020 authorization + \$80,000 IDL Community Room) ; and \$1,781,691 for the purchase of library materials (FY22 = 1st half of \$1,750,000 materials authorization + accumluated interest ; FY23 = 2nd half of \$1,750,000 materials authorization).

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:
Construction of the International District Library in a previously underserved section of Albuquerque and Bernalillo County and to purchase library materials for the needs of the Library system and the public.

PREPARED BY:

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FISCAL MANAGER

APPROVED:

DocuSigned by:




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DIRECTOR

REVIEWED BY:

DocuSigned by:

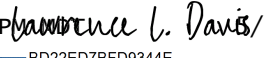


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EXECUTIVE BUDGET ANALYST

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BUDGET OFFICER

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CITY ECONOMIST

**AGREEMENT BETWEEN
THE CITY OF ALBUQUERQUE AND BERNALILLO COUNTY**

THIS AGREEMENT is made and entered into on the date of last signature below, by and between Bernalillo County, New Mexico, a political subdivision of the State of New Mexico (the “County”) and the City of Albuquerque, New Mexico, a municipal corporation (hereafter called the “City”) (the County and the City shall collectively be referred to herein as the “Parties”).

RECITALS

The purpose of this Agreement is to provide terms on which the County will provide funding for the design and construction of the International District Library (“Library”) expected to consist of an approximately 25,000 square foot public library facility serving the City, the County, and their respective residents (the “Project”) of the Albuquerque Bernalillo County Library System; and

WHEREAS, the City and County signed a Joint Powers Agreement in 1986 for the operation of County Libraries (the “Joint Powers Agreement”); and

WHEREAS, at the November 2020 general election (the “Election”), the voters of the County approved the issuance of general obligation bonds of the County (the “Bonds”) for the purpose, among other things, of planning, designing and constructing library facilities (“Library Facilities”); and

WHEREAS, pursuant to the Election, the County has issued the Bonds for the purposes described in the Election, pursuant to an ordinance adopted by the County Commission (the “Bond Ordinance”); and

WHEREAS, the Project is located within the County on the North side of Central Avenue between San Pablo and Charleston Streets, and will be easily accessible to residents living within the City limits and in the District 3 area of the County; and

WHEREAS, the County is committed to working with the City to support the construction of the Project to carry out the intent and purpose of the Joint Powers Agreement, the Election and the Bond Ordinance; and

WHEREAS, the County will provide Five Hundred Thousand Dollars and No Cents (\$500,000.00) towards the design and construction of the Project (the “County Contribution”) on the terms of this Agreement; and

WHEREAS, the City is the lead agency for the Project and shall undertake and be responsible for all aspects of the planning, designing, constructing, managing, promoting, operating, equipping, furnishing, and maintaining the Project; and

WHEREAS, this Project is consistent with and carries out County objectives consistent with the Election and the Bond Ordinance.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

ARTICLE I – RESPONSIBILITIES

A. Scope of Project. The City or its contractor(s) shall undertake and shall be responsible for all aspects of the Project and the City shall arrange for the performance of all work related to the completion of the Project.

B. Consideration.

1. The County will grant to the City the County Contribution for the express purpose of funding a portion of the costs of the Project.
2. The City shall expend the County Contribution exclusively on design and construction associated with the Project and the County Contribution shall not be used for any administrative, operational, or maintenance purpose associated with the Project. The City shall pay all remaining costs associated with the design and construction of the Project.
3. The City shall use the Project exclusively as a Library Facility for its reasonably expected useful life, and not (without the County's prior consent, which may be conditioned upon delivery of a favorable opinion of bond counsel) take any action with respect to the Project which could adversely impact the tax-exempt status of the Bonds.

C. Acknowledgement and Updates

1. The City shall recognize the County and the Board of County Commissioners with a colored County logo in all printed material associated with the Project, including but not limited to promotional advertisements and construction signage. This general requirement is subject to any reasonable existing space limitations on materials or pamphlets printed prior to the execution of this Agreement. Such limitation does not include any relevant signage or plaques made after the execution of this Agreement.
2. The County shall provide a suitable logo to the City for use in preparing acknowledgements. (See Approved County Logo, attached herein and incorporated by reference as **Exhibit A**).
3. The City shall invite all five County Commissioners and the County Manager to any public and/or ceremonial event involving the ribbon cutting for the finished Library.

ARTICLE II - TERM OF THIS AGREEMENT

This Agreement shall commence on the date of the execution hereof by the last party to execute and shall continue in effect until terminated as provided herein.

Article III – PROJECT FUNDING AND RECORD KEEPING

- A. The County will pay the County Contribution to the City upon receipt of an invoice and documents evidencing the award of the construction contract to a successful bidder.
- B. The City agrees that if any portion of the County Contribution remains unexpended after one year from final execution of this Agreement, the said unexpended funds shall be returned to the County.
- C. The City shall maintain detailed records which indicate the expenditures incurred for the Project for a period of six (6) years. These records shall be subject to inspection by the County.
- D. The City shall provide periodic updates to the County concerning the status of construction of the Project and shall, promptly following expenditure of the County Contribution, provide to the County's Community Services Deputy County Manager a Project close-out memorandum including a final breakdown of how the County Contribution was expended.
- E. The City shall notify the County promptly upon completion of the Project. Promptly following completion of the Project, the City shall, render a true and correct accounting of all costs and expenses and/or provide all accounts, vouchers, records, and data related to the County Contribution to the County.
- F. The County shall, at its own expense, have the right to audit all Project documents and billings at any reasonable time upon request. The right to make such an audit shall not be unreasonably withheld.

ARTICLE IV – PERMITS AND LICENSES

The City shall obtain (and the County shall have no responsibility for) all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the construction to be performed hereunder and for occupancy of the Library. The City shall at all times comply with all rules and regulations, ordinances, fire safety and building codes and requirements of all governmental authorities in relation to the manner of doing the work to be performed under this Agreement.

ARTICLE V – TERMINATION

This Agreement may be terminated by either of the Parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination;

provided however, if the City terminates this Agreement following the delivery of the County Contribution to the City but prior to completion of the Project, the City shall return the County Contribution to the County within ten days of termination. By such termination, neither party may nullify obligations already incurred for the performance or failure to perform to the date of termination.

ARTICLE VI - THIRD PARTY BENEFICIARIES:

None of the provisions contained within this Agreement are intended to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(s) whatsoever, pursuant to the provisions of this Agreement.

ARTICLE VII – AMENDMENT

This Agreement shall not be altered, changed, or amended except in writing as executed by the City's Chief Administrative Officer and the County Manager.

ARTICLE VIII – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the County and the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given. The County's or City's decision as to whether sufficient appropriations and authorizations are made shall be final and shall be accepted by the other Party.

ARTICLE IX – RELEASE

Final payment of all amounts due under this Agreement releases the County and their officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The City agrees not to purport to bind the County to any obligation not assumed herein, without express written authority from the County, and then only within the strict limits of that written authority.

ARTICLE X – APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico. The venue shall be Bernalillo County, New Mexico. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement.

ARTICLE XI – NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity for alleged tortious conduct of any employee of any Party arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

ARTICLE XII – COMPLIANCE WITH LAWS

The Parties shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

ARTICLE XIII – AUDITS AND INSPECTIONS

The Parties understand and will comply with the City’s Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994.

XIV – FORCE MAJEURE

Neither the City nor the County shall be liable for failure to perform its obligations under this Agreement due to causes beyond its control and without its fault or negligence which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of state or federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter “Force Majeure Event”). If a Force Majeure Event causes any failure to perform, the party relying on the Force Majeure Event shall promptly inform the other party in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The Parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired as a result thereof.

ARTICLE XIII – APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City’s Chief Administrative Officer and the County Manager.

ARTICLE XIV – ELECTRONIC SIGNATURES

The Parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF the County and the City have executed this Agreement as of the last date of execution shown below.

CITY OF ALBUQUERQUE

COUNTY OF BERNALILLO

Sarita Nair
Chief Administrative Officer

Julie Morgas Baca
County Manager

Date: _____

Date:_____

Dr. Shelle Sanchez
Director of Arts and Culture

Date:_____

APPROVED AS TO FORM

APPROVED AS TO FORM

Esteban A. Aguilar Jr.
City Attorney

W. Ken Martinez
County Attorney

Date:_____

Date:_____

EXHIBIT A

APPROVED COUNTY LOGO



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF BERNALILLO AND THE CITY OF ALBUQUERQUE

UNIFIED LIBRARY SYSTEM
FISCAL YEARS 2021 AND 2022**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 28th day of June, 2020 by and between the County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter called the “County”) and the City of Albuquerque, New Mexico, a municipal corporation (hereinafter called the “City”).
WITNESSETH:

WHEREAS, the County and the City entered into a Joint Powers Agreement, dated April 29, 1991 hereinafter referred to as the “Joint Powers Agreement”, for the establishment of a unified library system (hereinafter referred to as the “System”); and

WHEREAS, the County and the City wish to establish specific funding obligations and duties of the parties for Fiscal Years 2021 and 2022, pursuant to Section 5 of the Joint Powers Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Annual Budget. The annual budget for Fiscal Years 2021 and 2022 (the “Budget”), as approved by the County Commission and the City Council, is hereby adopted by the parties.

2. County Funding.

A. Operations - For Fiscal Years 2021 and 2022, the County agrees to pay all personnel and operating expenses associated with the operation of the County portion of the Unified Library System, in an amount not to exceed, without prior written approval of the County, One million five hundred Seventy Eight Thousand Six Hundred Twenty One dollars (\$1,578,621) for Fiscal Year 2021 and One million five hundred Ninety Thousand Six Hundred Nineteen dollars (\$1,590,619) for Fiscal Year 2022. Adjustments to the Budget if approved by the County need not take the form of a written agreement executed by the parties. The County shall disburse funds after receipt of an invoice from the City for three-twelfths (3/12) of the appropriated funds for the County Libraries.

B. Bonds – As stated in the Joint Powers Agreement, the County shall fund the acquisition of capital projects, including computer hardware and software for the Unified Library System using general obligation bonds. The County shall provide funds to the City for the processing of books and other media for Bernalillo County and City residents from the issuance of general obligation bonds.

The City agrees and understands that all bond funds must be spent exclusively for the purposes stated and approved by the voters, including, but not limited to the purchasing of capital projects, including library materials and library resources for the libraries, and other bond eligible expenditures. The City shall not use the funds for any working capital, including administrative, operational, or maintenance purposes associated with the Unified Library System.

C. Invoicing and Payments. The City shall submit invoices quarterly to the County to request disbursement of bond funds. The County will disburse funds after receipt of an invoice with all necessary documentation attached from the City as agreed. The County will ensure the bond funds expended do not exceed the available approved amount determined by the voters. The County will maintain all records and will provide quarterly updates as to the available balance of general obligation bond funds to the City's Director of the Library Services.

D. Certification. The City must certify to the County: (i) each time bond funds are received from the County that such funds will be spent on bond eligible expenditures, (ii) that such expenditures will not result in private use, and (iii) that the City will not take any action or omit to take any action with respect to the County's bonds, any funds received from the County or any facilities financed with the proceeds of the bonds, if such action or omission would cause the interest on the bonds to lose exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the bonds.

E. Request and Disbursement for Procurement of Goods. The County shall submit a written purchase request to the City to request the procurement of goods eligible to be purchased under the County bond funds for use by both the County and the City in the Unified Library System. The City shall review the purchase request and shall procure the goods in accordance with the City's Public Purchases Ordinance, § 5-5-1, et seq. R.O.A. 1994, as amended. The City shall submit to the County a quarterly invoice requesting the disbursement of bond funds, itemizing the amounts procured by the City to vendors for the bond eligible expenditures. All expenditures by the City for procurement of goods under this Section E, shall be evidenced by vendor invoices, which shall be attached to the invoice requesting disbursement from bond funds. The County shall disburse bond funds to the City quarterly for the purchase of goods under this Section E, subject to the Certification requirements contained in Section D above.

3. Accountability. The City will make available to the County for examination, and will permit the County to audit and make excerpts or transcripts from all of the City's records with respect to all matters covered by this Agreement including, but not limited to annual operating budgets and audited financial statements. This Agreement also provides for strict accountability for all receipts and disbursements. Invoices shall be accompanied by documentation sufficient to demonstrate County library costs including total cost of apportioned expenses. The City further agrees to be the primary contact for alarm calls at the three County libraries. In addition; the City shall provide a quarterly report to the Deputy County Manager of Community Services detailing County library expenses and services regarding the installed fire and intrusion detection systems at each location. City staff shall be designated to respond to alarm calls. The County agrees to continue to maintain and service the fire and intrusion detection systems at the three County libraries, and shall inform any fire and intrusion detection contractor(s) of the current City primary contact(s) and contact information.

The parties understand that their respective officials and employees will be expected to comply with the City of Albuquerque's Accountability in Government Ordinance, 2-10-1 et seq. R.O.A. 1994, and the Inspector General Ordinance, 2-10-12-17-1 et seq. R.O.A. 1994, and may be asked to provide information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

4. Director of Library Services. For Fiscal Years 2019 and 2020, the Cultural Services Department's Associate Director for Libraries shall be the Director of Library Services pursuant to Section 9.A. of the Joint Powers Agreement. The City agrees to operate the System in accordance with the Joint Powers Agreement and the Budget.

5. Library Board. The City and County shall have a Unified Library Board ("Board") which shall meet no fewer than four (4) times a year and report to the City and County on all matters relating to library policy and plans. The Board shall provide copies of minutes from all Board meetings to the County and, at least once a year, the Board shall present a written report to the County of its activities for the past year and any recommendations as may be deemed appropriate. The City shall appoint up to eleven (11) members and the County shall appoint up to four (4) members. All members shall be registered voters of the County. Members shall be appointed for three (3) year terms and may be appointed to serve up to two (2) consecutive terms.

6. Term. This Agreement shall commence on July 1, 2020, and continue for a term of two (2) years unless sooner terminated by mutual agreement of the parties, if a subsequent Memorandum of Understanding or agreement between the parties is not entered into by July 1, 2022, the term of this Agreement shall be extended until such time as a subsequent agreement is executed by the parties. During the extension of term, services and disbursements shall continue without change.

7. Liability. As between the parties, each party will be solely responsible for liability arising from personal injury or damage to persons or property occasioned by its employees or agents. The liability of the County and the City shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, and any amendments thereto. No provision of this Agreement creates in public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

8. Approval Required. This Agreement shall not become effective or binding until approved by the Bernalillo County Manager, as authorized by the Board of County Commissioners, and the City's Chief Administrative Officer.


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IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF ALBUQUERQUE

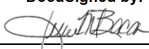
BERNALILLO COUNTY

Approved by:

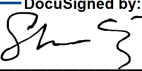
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Sarita Nair
Chief Administrative Officer

Date: 6/28/2020

Approved by:

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Julie Morgas Baca
County Manager

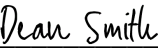
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Shelle Sanchez, Director
Cultural Services Department


Date: 6/26/2020

Approved as to Form:

Recommended by:


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Dean Smith, Associate Director
Libraries

Date: 6/26/2020

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County Legal Department
6/19/2020

Date:

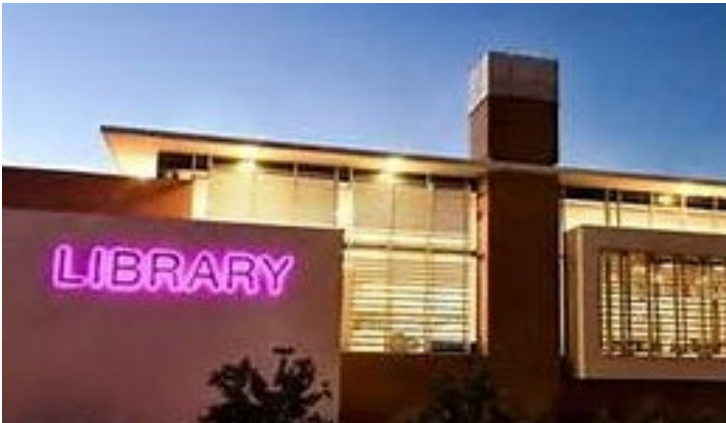
Reviewed by:

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Leigh Brunner, Assistant City Attorney
City Legal
6/26/2020



2020

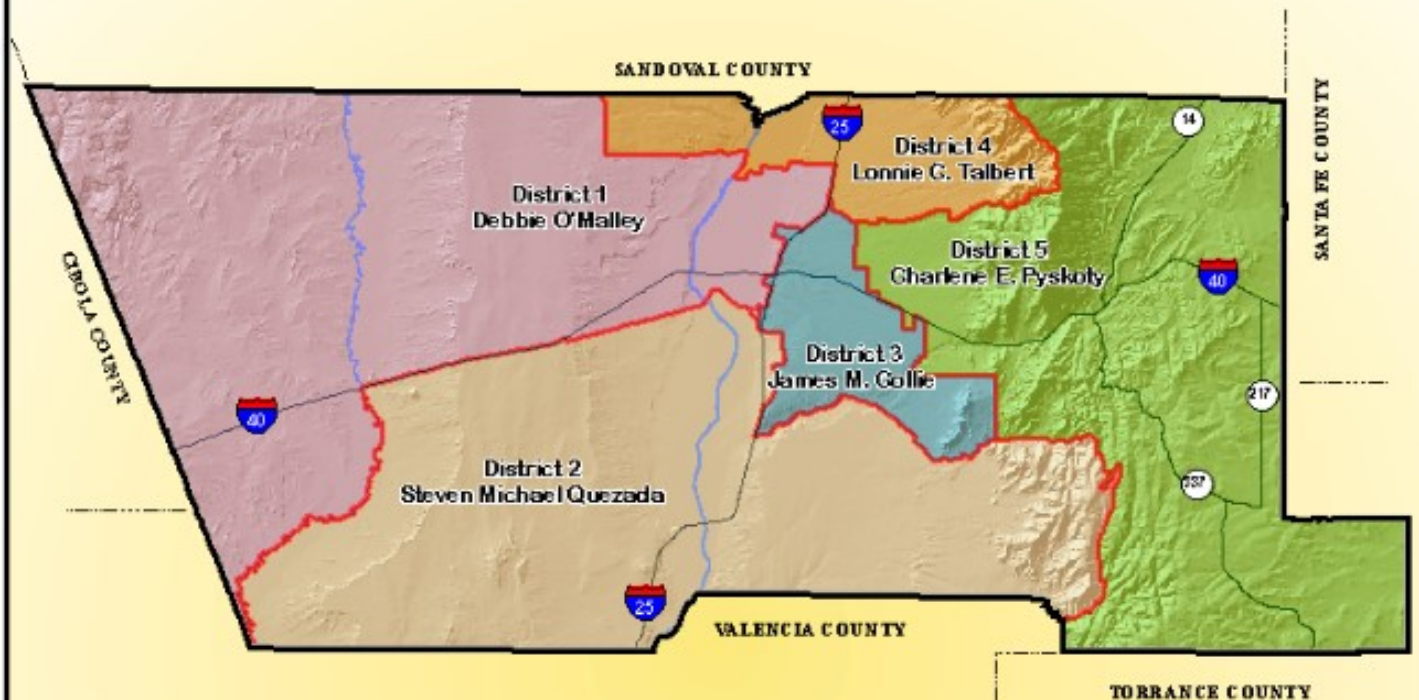
**BERNALILLO COUNTY'S 2020– 2026
CAPITAL IMPROVEMENT PROGRAM
AND
PROJECTS PROPOSED TO RECEIVE 2020
GENERAL OBLIGATION BOND FUNDING
September 2020**





BERNALILLO COUNTY

Commission Districts



Vicinity Map

County Commissioners by District

District 1 - Debbie O'Malley, Member
 District 2 - Steven Michael Quezada, Member
 District 3 - James M. Collie, Member
 District 4 - Lonnie C. Talbert, Chair
 District 5 - Charlene E. Pyskoly, Vice Chair

County Manager - Julie Morgas Baca
 Deputy County Manager for Finance - Shirley Ragin
 Deputy County Manager for Public Works - Elias Archuleta, P.E.
 Deputy County Manager for Health and Public Safety - Greg Perez
 Deputy County Manager for Community Services - Enrico Gradi
 Deputy County Manager for General Services - Lisa Sedillo-White



County of Bernalillo

State of New Mexico

County Manager's Office

One Civic Plaza NW, 10th Floor, Suite 10111

Albuquerque, New Mexico 87102

Office: (505) 468-7000 Fax: (505) 462-9813

www.bernco.gov

Bernalillo County Capital Improvement Plan (2020-2026)

EXECUTIVE SUMMARY

September 2020

Bernalillo County is pleased to present the six-year Capital Improvement Plan (CIP) and projects identified for general obligation bond funding in 2020. The CIP shows the extent of the County's capital funding needs for roads, parks, community centers, libraries, county buildings, water, sewer, storm drainage, and public safety facilities. Projects in the CIP respond to basic infrastructure, quality of life facilities, property and resource protection, economic development promotion, and community wellness initiatives that County residents value.

Bernalillo County currently has approximately \$740 million dollars in capital needs, with only \$181 million, or 24%, committed via confirmed funding from federal, state, and local sources. Most capital projects in the six-year plan do not have committed funding, but are still included in it.

The CIP outlines specific projects that would receive voter-approved, general obligation bond funding for the 2020 cycle. Technical evaluations are used to determine priorities for some project types. The CIP is a blueprint for pursuing State of NM Capital Outlay and federal funding, as well as identifying other potential funding sources from agency partnerships, dedicated gross-receipts taxes, and impact fees. All capital funding sources must be leveraged in order to accumulate sufficient funding so that projects can be implemented. The use of bond funding, for example, as the 15% matching-fund source for federally funded transportation projects shows how Bernalillo County leverages its local bond dollars in order to obtain larger amounts of federal dollars.

The 2020, 2022, and 2024 bond cycles are all fiscally constrained at approximately \$40 million per cycle. It is anticipated that funding identified in 2020 for the 2022 and 2024 cycles may be adjusted in those years, as part of future CIP approvals, to meet future conditions and opportunities. Unique to this cycle is a greater emphasis on funding for parks and recreation facilities in need of capital improvements to benefit all County residents. However consistent in all cycles is the steady and predictable amounts dedicated toward citizen mobility, for rehabilitating paved roads and paving unpaved roads, and investment in our library system in all five commission districts.

Bernalillo County is committed to delivering quality facilities in a timely manner to the population it serves.

Sincerely,

Julie Morgas Baca
County Manager

COMMISSIONERS

Lonnie C. Talbert, Chair, District 4	Charlene E. Pyskoty, Vice-Chair, District 5
Debbie O'Malley, District 1	Steven Michael Quezada, District 2
	James M. Collie, District 3
James M. Collie, District 3	

ELECTED OFFICIALS

Tanya R. Giddings, Assessor	Linda Stover, Clerk	Cristy J. Carbón-Gaul, Probate Judge	Manuel Gonzales III, Sheriff	Nancy M. Bearce, Treasurer
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BERNALILLO COUNTY

BOARD OF COUNTY COMMISSIONERS

ADMINISTRATIVE RESOLUTION NO. 2020-82

**A RESOLUTION ADOPTING THE SIX-YEAR CAPITAL IMPROVEMENT PLAN
(CIP) 2020-2026.**

WHEREAS, the County of Bernalillo develops a six-year plan for capital improvements,
of several project types, on a biennial basis; and

WHEREAS, development of the 2020-2026 CIP and the 2020 general obligation bond
package informed neighborhood residents and organizations about proposed funding for capital
projects in each of the five County Commission districts through an online presentation, a series
of informational videos, and project requests; and

WHEREAS, the Capital Improvement Program encourages ongoing public participation
in capital projects at the department level where project suggestions and ideas can be vetted for
possible future addition to the six-year capital improvement plan; and,

WHEREAS, development of the 2020-2026 CIP involved County departments in an
inventory and prioritization of capital requests; and

WHEREAS, the 2020-2026 CIP involved a Capital Improvement Planning Committee in
July reviewing priorities, technical evaluation ranking of projects of the same type, and
recommending a package of projects to the County Commission, and

WHEREAS, the 2020-2026 CIP is representative of the County's top capital project
priorities for 2020 and preliminarily proposes amounts by county division and future bond
questions for the 2022 and 2024 cycles which will come back to the Commission for approval;
and

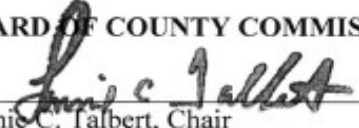
WHEREAS, the 2020-2026 CIP is fiscally constrained at \$40,550,000 in the 2020 cycle
and approximately \$40 million in the 2022 and 2024 cycles;

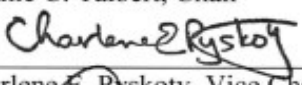
CONTINUATION PAGE 2, ADMINISTRATIVE RESOLUTION AR 2020-82 .

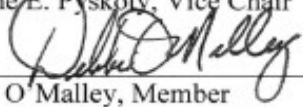
NOW, THEREFORE, be it resolved by the Board of County Commissioners, the governing body of the County of Bernalillo, that the 2020-2026 CIP shall serve as the guide to the County's capital project investments and funding requests to the 2021 New Mexico State Legislature as well as future federal funding requests.

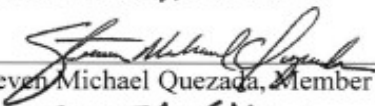
DONE, this 11th day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS**


Lonnie C. Talbert, Chair

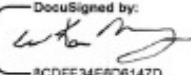

Charlene E. Pyskopy, Vice Chair


Debbie O'Malley, Member


Steven Michael Quezada, Member

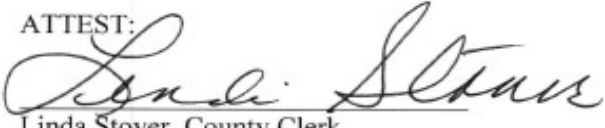

James M. Collie, Member

APPROVED AS TO FORM:

DocuSigned by:

8CDFE34E8D8147D...

W. Ken Martinez, County Attorney

ATTEST:


Linda Stover, County Clerk

BERNALILLO COUNTY
BOARD OF COUNTY COMMISSIONERS
ADMINISTRATIVE RESOLUTION NO. 2020-83

GENERAL OBLIGATION BOND QUESTIONS FOR THE NOVEMBER 2020 ELECTION

WHEREAS, the Board of County Commissioners of Bernalillo County, New Mexico (the "Board" and the "County", respectively), has determined to submit to the general election the questions of the issuance of its general obligation bonds in the maximum amount and for the purposes hereinafter specified without the prior filing of a petition by qualified electors; and

WHEREAS, it is the opinion of the Board that it is necessary and in the best interests of the residents of the County that there be submitted to a vote of the registered qualified electors of the County the question of whether the County should issue its general obligation bonds for the purposes hereinafter specified at the statewide general election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF BERNALILLO COUNTY, NEW MEXICO:

SECTION 1. The Board does hereby authorize the submission of the following questions to all the qualified electors of Bernalillo County, New Mexico, on the 3rd day of November, 2020, as part of the statewide general election ballot:

1. **LIBRARY BONDS** - Shall Bernalillo County, New Mexico, be authorized to issue its general obligation bonds, in one series or more, in an aggregate principal amount not exceeding **\$2,250,000** for the purpose of acquiring property, planning, designing, upgrading, constructing, remodeling, furnishing, equipping and otherwise improving library facilities within Bernalillo County, New Mexico, and purchasing library materials and resources for the libraries within Bernalillo County, New Mexico, said bonds to be payable from general (ad valorem) taxes to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

CONTINUATION PAGE 2, ADMINISTRATIVE RESOLUTION AR 2020-83.

- 1 2. PUBLIC SAFETY FACILITIES, FLEET AND OTHER COUNTY BUILDINGS
2 BONDS - Shall Bernalillo County, New Mexico, be authorized to issue its general
3 obligation bonds, in one series or more, in an aggregate principal amount not
4 exceeding \$13,450,000 for the purpose of acquiring property, planning, designing,
5 upgrading, constructing, remodeling, equipping and otherwise improving, County
6 facilities and fleet, including but not limited to health and public safety facilities, fire
7 station and law enforcement facilities, jail and detention facilities, animal care
8 facilities and youth and visitors centers, and necessary redevelopment of facilities,
9 construction and improvements required by the Americans with Disabilities Act, said
10 bonds to be payable from general (ad valorem) taxes and to be issued and sold at such
11 time or times, upon such terms and conditions as the Board of County Commissioners
12 may determine and as permitted by law?
- 13 3. PARKS AND RECREATION BONDS - Shall Bernalillo County, New Mexico, be
14 authorized to issue its general obligation bonds, in one series or more, in an aggregate
15 principal amount not exceeding \$16,800,000 for the purpose of acquiring property,
16 planning, designing, upgrading, constructing, equipping and otherwise improving
17 park and recreational facilities within the County, including but not limited to parks,
18 aquatic centers, community centers, playgrounds, ball fields, open space, cultural
19 facilities, community recreation centers and pools, and necessary redevelopment of
20 facilities, construction and improvements required by the Americans with Disabilities
21 Act, said bonds to be payable from general (ad valorem) taxes and to be issued and
22 sold at such time or times, upon such terms and conditions as the Board of County
23 Commissioners may determine and as permitted by law?
- 24 4. TRANSPORTATION BONDS - Shall Bernalillo County, New Mexico, be
25 authorized to issue its general obligation bonds, in one series or more, in an aggregate
26 principal amount not exceeding \$4,300,000 for the purpose of acquiring property,
27 planning, designing, upgrading, constructing, equipping, repairing and otherwise
28 improving transportation facilities within the County, including but not limited to
29 roads and related non-motor vehicle pathways, bridges, traffic calming, guardrails,
30 bike lanes, sidewalks, paving, landscaping, traffic signals and other street
31 improvements, and necessary construction and improvements required by the

CONTINUATION PAGE 3, ADMINISTRATIVE RESOLUTION AR 2020-83.

Americans with Disabilities Act, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

5. STORM DRAINAGE AND UTILITIES BONDS - Shall Bernalillo County, New Mexico, be authorized to issue its general obligation bonds, in one series or more, in an aggregate principal amount not exceeding \$2,250,000 for the purpose of acquiring property, designing, upgrading, constructing, equipping, repairing and otherwise improving utility infrastructure, including but not limited to storm sewer, wastewater, water, drainage and fiber optic systems and facilities within Bernalillo County, New Mexico, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

6. PUBLIC HOUSING BONDS - Shall Bernalillo County, New Mexico, be authorized to issue its general obligation bonds, in one series or more, in an aggregate principal amount not exceeding \$1,500,000 for the purpose of acquiring property, designing, upgrading, planning, constructing and equipping housing facilities within the County, including but not limited to energy efficiency and other improvements for multifamily housing units for low-income, homeless, senior and disabled populations, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

SECTION 2. The bond questions listed in Section 1 of the Resolution shall be listed and submitted separately to all qualified electors on a single ballot and shall be so arranged so that a separate tally can be maintained of the votes cast for each question and against each question. Paper ballots shall be used.

SECTION 3. The paper ballots to be used shall have the submission clause for the bond questions set forth in Section 1 of the Resolution, which shall be printed in English and Spanish. Sample ballots with bond questions, in English and Spanish, shall be placed near the place of voting in plain view of the voters so that the questions may be examined before they vote. The ballot questions shall be in substantially the following form:

[Form of ballot questions]

____ FOR LIBRARY BONDS

____ AGAINST LIBRARY BONDS

CONTINUATION PAGE 4, ADMINISTRATIVE RESOLUTION AR 2020-83.

1 LIBRARY BONDS - Shall Bernalillo County, New Mexico, be authorized to
2 issue its general obligation bonds, in one series or more, in an aggregate
3 principal amount not exceeding \$2,250,000 for the purpose of acquiring
4 property, planning, designing, upgrading, constructing, remodeling, furnishing,
5 equipping and otherwise improving library facilities within Bernalillo County,
6 New Mexico, and purchasing library materials and resources for the libraries
7 within Bernalillo County, New Mexico, said bonds to be payable from general
8 (ad valorem) taxes to be issued and sold at such time or times, upon such terms
9 and conditions as the Board of County Commissioners may determine and as
10 permitted by law?

11 _____ FOR PUBLIC SAFETY FACILITIES, FLEET AND OTHER COUNTY
12 BUILDING BONDS

13 _____ AGAINST PUBLIC SAFETY FACILITIES, FLEET AND OTHER COUNTY
14 BUILDING BONDS

15 PUBLIC SAFETY FACILITIES, FLEET AND OTHER COUNTY
16 BUILDINGS BONDS - Shall Bernalillo County, New Mexico, be authorized to
17 issue its general obligation bonds, in one series or more, in an aggregate
18 principal amount not exceeding \$13,450,000 for the purpose of acquiring
19 property, planning, designing, upgrading, constructing, remodeling, equipping
20 and otherwise improving, County facilities and fleet, including but not limited
21 to health and public safety facilities, fire station and law enforcement facilities,
22 jail and detention facilities, animal care facilities and youth and visitors centers,
23 and necessary redevelopment of facilities, construction and improvements
24 required by the Americans with Disabilities Act, said bonds to be payable from
25 general (ad valorem) taxes and to be issued and sold at such time or times, upon
26 such terms and conditions as the Board of County Commissioners may
27 determine and as permitted by law?

28 _____ FOR PARKS AND RECREATION BONDS

29 _____ AGAINST PARKS AND RECREATION BONDS

30 PARKS AND RECREATION BONDS - Shall Bernalillo County, New Mexico,
31 be authorized to issue its general obligation bonds, in one series or more, in an

CONTINUATION PAGE 5, ADMINISTRATIVE RESOLUTION AR 2020-83.

aggregate principal amount not exceeding \$16,800,000 for the purpose of acquiring property, planning, designing, upgrading, constructing, equipping and otherwise improving park and recreational facilities within the County, including but not limited to parks, aquatic centers, community centers, playgrounds, ball fields, open space, cultural facilities, community recreation centers and pools, and necessary redevelopment of facilities, construction and improvements required by the Americans with Disabilities Act, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

____ FOR TRANSPORTATION BONDS

____ AGAINST TRANSPORTATION BONDS

TRANSPORTATION BONDS - Shall Bernalillo County, New Mexico, be authorized to issue its general obligation bonds, in one series or more, in an aggregate principal amount not exceeding \$4,300,000 for the purpose of acquiring property, planning, designing, upgrading, constructing, equipping, repairing and otherwise improving transportation facilities within the County, including but not limited to roads and related non-motor vehicle pathways, bridges, traffic calming, guardrails, bike lanes, sidewalks, paving, landscaping, traffic signals and other street improvements, and necessary construction and improvements required by the Americans with Disabilities Act, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

____ FOR STORM DRAINAGE AND UTILITIES BONDS

____ AGAINST STORM DRAINAGE AND UTILITIES BONDS

STORM DRAINAGE AND UTILITIES BONDS - Shall Bernalillo County, New Mexico, be authorized to issue its general obligation bonds, in one series or more, in an aggregate principal amount not exceeding \$2,250,000 for the purpose of acquiring property, designing, upgrading, constructing, equipping, repairing and otherwise improving utility infrastructure, including but not

CONTINUATION PAGE 6, ADMINISTRATIVE RESOLUTION AR 2020-83.

limited to storm sewer, wastewater, water, drainage and fiber optic systems and facilities within Bernalillo County, New Mexico, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

___ FOR PUBLIC HOUSING BONDS

___ AGAINST PUBLIC HOUSING BONDS

PUBLIC HOUSING BONDS - Shall Bernalillo County, New Mexico, be authorized to issue its general obligation bonds, in one series or more, in an aggregate principal amount not exceeding \$1,500,000 for the purpose of acquiring property, designing, upgrading, planning, constructing and equipping housing facilities within the County, including but not limited to energy efficiency and other improvements for multifamily housing units for low-income, homeless, senior and disabled populations, said bonds to be payable from general (ad valorem) taxes and to be issued and sold at such time or times, upon such terms and conditions as the Board of County Commissioners may determine and as permitted by law?

[End form of ballot questions]

SECTION 4. The County Clerk or a Deputy County Clerk is authorized and directed to take all steps necessary for the proper conduct of the election, including the giving of notice to the secretary of state pursuant to NMSA 1978, Section 1-16-8 (2020) and are directed to attach a copy of the notice and the reply thereto to the minutes of this meeting.

SECTION 5. All action heretofore taken by the Board, the Chair or Vice Chair of the Board and the County Clerk or Deputy County Clerk not inconsistent with the provisions of this Resolution be, and the same hereby are, ratified, approved and confirmed.

CONTINUATION PAGE 7, ADMINISTRATIVE RESOLUTION AR 2020-83.

1 **NOW, THEREFORE,** be it resolved by the Board of County Commissioners, the
 2 governing body of the County of Bernalillo, that this Bond Election Administrative
 3 Resolution be adopted this 11th day of August, 2020.



[SEAL]

BOARD OF COUNTY COMMISSIONERS

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8 Lonnie C. Talbert
Lonnie C. Talbert, Chair

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10 Charlene E. Pyskotsky
Charlene E. Pyskotsky, Vice Chair

11
12 Debbie O'Malley
Debbie O'Malley, Member

13
14 Steven Michael Quezada
Steven Michael Quezada, Member

15
16 James M. Collie
James M. Collie, Member

ATTEST:

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20
21
22 Linda Stover
Linda Stover, County Clerk

APPROVED AS TO FORM:

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28 Sherman & Howard L.L.C.

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34 Sherman & Howard L.L.C.
35 Bond Counsel

Final and Approved 2020- 2026 CIP (8/11/20)								
CIP ID	Project Name	Dist	Preliminary and Revised 2020 GO Bond Amount	GO Bond 2022*	GO Bond 2024*	Estimated Project Cost	Committed Funding (Not Including 2020 capital outlay and CDBG)	2020 Capital Outlay Appropriations
NOTE: Cycle 2 (2022-24) and cycle 3 (2024-2026) are preliminary dollar amounts made in 2020 that will be voted on by the Commission in 2020 and 2024, respectively.								
	Question 1 - Libraries		\$ 2,250,000	\$ 1,750,000	\$ 1,750,000			
1638	Library Materials - ongoing materials acquisition	CW	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	ongoing	2,470,000	\$ 80,000
	International District Library: Construction and/or library materials	3	\$ 500,000			ongoing		
	Question 2 - Public Safety Facilities, Fleet, and County Buildings		\$ 13,450,000	\$ 10,350,000	\$ 7,500,000			
14	Public Building Upgrades - Ongoing Systems Upgrades, Sustainability Implementation Measures, and ADA compliance countywide	CW	\$ 3,500,000	\$ 3,000,000	\$ 3,000,000	\$ 163,200,000	\$ 6,550,000	
	Parking lot construction (fencing, lighting, surfacing) at site of demolished jail	CW	\$ 800,000					
2177	Youth Service Center Facility Improvements (YSC)	CW	\$ 1,600,000	\$ 700,000		\$ 6,000,000	\$ 1,931,300	\$ 1,814,800
2018	MDC Improvements Wastewater Vacuum System Design and Construction Upgrade	CW	\$ 2,000,000			\$ 2,000,000	\$ -	\$ -
	MDC Equipment			\$ 4,700,000		\$ 4,700,000		
	MDC Facility Improvements				\$ 3,000,000	\$ 3,000,000		
	THV- photovoltaic array (bond \$ to be used to reimburse GF programmatic fund balance)	CW/3	\$ 200,000			\$ 4,200,000	\$ 3,345,000	\$ 195,000
1983	Fire Station 36	1	\$ 300,000			\$ 4,500,000	\$ 3,862,005	
	401 Roma - New Roof and HVAC	CW/2	\$ 1,000,000			\$ 1,000,000	\$ -	\$ -
2150	South Valley (SVEDEC-RGCD)	CW	\$ 550,000			\$ 3,633,888	\$ 1,049,130	\$ 100,000
	2400 Broadway Campus Renovation - Phase 1	CW	\$ 500,000					
825	Heavy Equipment Replacement ongoing	CW	\$ 750,000	\$ 500,000	\$ 500,000	ongoing	\$ 500,000	
	Bernalillo County Sheriff Office Fleet Vehicle Replacement ongoing	CW	\$ 650,000	\$ 500,000	\$ 500,000	ongoing	\$ 6,500,000	
2178	Bernalillo County General Fleet Vehicle Replacement ongoing	CW	\$ 600,000	\$ 500,000	\$ 500,000	ongoing	\$ 1,444,437	
2179	Animal Care Building Expansion Design	CW	\$ 150,000	\$ 450,000		\$ 600,000	\$ -	
2355	West Central Ave - Route 66 Visitor Center	2	\$ 500,000			\$ 12,000,000	\$ 7,722,184	\$ 1,225,000
2022	New PB & J Building	CW/2	\$ 350,000			\$ 7,000,000	\$ 669,042	
	Question 3 Parks and Recreation		\$ 16,800,000	\$ 10,621,000	\$ 9,050,000			
	Paradise Hills Community Center - Building and Site Improvements	4	\$ 3,000,000	\$ 1,600,000	\$ 1,200,000	\$ 6,015,750	\$ 3,015,750	\$ -
1923	North Valley Aquatic Center @ RGSCC	4	\$ 3,500,000			\$ 4,525,000	\$ 525,000	\$ 500,000
2034	Improvements to RGSCC Associated with NV Aquatic Center			\$ 1,000,000				
	Westside Community Center - Building and Site Improvements	2	\$ 3,000,000			\$ 5,480,000	\$ 633,645	\$ 150,000
1940	Whispering Pines improvements	5	\$ 110,000	\$ 271,000		\$ 380,890		VETOED
2165	Park Redevelopment and Improvements ongoing	CW	\$ 250,000	\$ 250,000	\$ 250,000	ongoing	\$ 400,000	
1926	Playground Redevelopment ongoing	CW	\$ 300,000	\$ 300,000	\$ 300,000	ongoing	\$ 375,000	
1927	Ball Field Redevelopment ongoing	CW	\$ 300,000	\$ 300,000	\$ 300,000	ongoing	\$ 400,000	
1928	ADA Audit for Parks and Recreation ongoing	CW	\$ 150,000	\$ 150,000	\$ 150,000	ongoing	\$ 100,000	
2088	Community Center Redevelopment & Equipment ongoing	CW	\$ 200,000			ongoing		
2353	Land Management Equipment ongoing	CW	\$ 300,000	\$ 250,000	\$ 250,000	ongoing		
2356	Aquatics Redevelopment & Equipment ongoing	CW	\$ 100,000	\$ 100,000	\$ 100,000	ongoing	\$ -	
2087	Tom Tenorio Park Improvements	2	\$ 1,700,000	\$ 3,700,000	\$ 2,700,000	\$ 13,800,000	\$ 2,140,000	\$ 100,000
1935	Swede Scholer Mesa del Sol Regional Recreation Complex Improvements and Additions	CW/2	\$ 3,300,000	\$ 1,200,000	\$ 3,000,000	\$ 26,450,000	\$ 2,047,332	\$ 1,165,000
1939	Mid North Valley Recreational Center AKA Sandia Ranch Ag-life Center (North Edith, Sandia Ranch)	1	\$ 500,000	\$ 1,500,000	\$ 800,000	\$ 7,500,000	\$ 3,660,000	\$ -
2102	Alameda Medians	4	\$ 90,000			PROJECT COMPLETED AFTER THIS FUNDING	\$ 210,000	VETOED
1929	Question 4 - Transportation		\$ 4,300,000	\$ 10,750,000	\$ 14,450,000			
	Federal Match Requirements for the following road and trail projects - Alameda Drain Trail, Bridge Blvd Reconstruction, Rio Bravo, Isleta, Sunset, Sunport, Garduno Road, and Woodward	1, 2, 4	\$ 2,000,000	\$ 3,800,000	\$ 7,500,000	\$ 7,505,000	\$ 665,000	
2040	County Arterial Program	1, 2, 4, 5	\$ 300,000	\$ 300,000	\$ 300,000	\$ 2,377,860	\$ 1,177,860	
30	Sunport Boulevard	2	\$ 1,500,000			\$ 25,000,000	\$ 18,098,011	VETOED
1436	County Road projects - future technical evaluations	1, 4, 5		\$ 4,500,000	\$ 4,500,000			
3, 2010	County Road projects - Holbrook, District 3, Hawk Signal, and Mountain Valley Road	1, 4, 5	\$ 500,000					
3, 2010	Roadway Striping and traffic calming			\$ 450,000	\$ 450,000			
83	Traffic Signals			\$ 450,000	\$ 450,000			
2061, 2062, 2063, 2064, 2065, 2066, 2068	Districts 1,2,3,4 and 5 Bikeways and Trails, Sidewalks, ADA and Transit Improvements	1, 2, 3, 4, 5		\$ 1,250,000	\$ 1,250,000			
	Question 5 - Storm Drainage and Utilities		\$ 2,250,000	\$ 7,250,000	\$ 7,610,000			
	Federal Match Requirements for storm drainage components of the following road and trail projects: Alameda Drain Trail, Bridge Blvd Reconstruction, Rio Bravo, Isleta, Sunset, Sunport, Garduno Road, and Barcelona Road Storm Drain Project - Armijo Drain to Isleta Drain	1, 2, 4	\$ 2,250,000	\$ 1,250,000	\$ 1,360,000			
1661	Browning Street Drainage Improvement Project			\$ 2,500,000	\$ 4,300,000	\$ 10,400,000	\$ 4,345,100	
1893	Mountain View Drainage			\$ 1,000,000		\$ 2,143,765	\$ -	
1610	Garduno Road and Ortega Road Storm Drain			\$ 1,500,000	\$ 450,000	\$ 5,325,500	\$ 3,375,000	
	Question 6 - Public Housing		\$ 1,500,000	\$ 2,500,000	\$ 2,500,000			
2080	Housing Consolidated Plan - Rental Occupied - El Centro Senior Hsg.	2	\$ 500,000			\$ 1,500,000	\$ 500,000	\$ 500,000
	Contribution to CoA Gateway Center Homeless Facility	CW	\$ 1,000,000					
	Workforce Housing			\$ 2,500,000	\$ 2,500,000			
	TOTALS		\$ 40,550,000.00	\$ 43,221,000.00	\$ 42,860,000.00	\$ 334,737,653.00	\$ 78,270,796.00	\$ 14,317,333.00
*POTENTIAL amounts for projects in 2022 and 2024 are PRELIMINARY AND WILL BE REVISITED AND ADJUSTED IN 2022 AND 2024, RESPECTIVELY, in order to bring total bond package to approximately \$40 million each cycle.								

Repaving Paved Roads

ERPID	Road Name	From Road	To Road	Score	Avg Attribute	Ranking (Out of 4282)	Commission District	GIS Miles
RDS-05065	ISLETA BLVD	ISABELLA CT	MUNIZ RD	12	C	1	PM-CD2	0.319
RDS-00485	BLAKE RD	BELMONT DR	FOOTHILL RD	11	B	2	PM-CD2	0.412
RDS-00242	ATRISCO DR	WILBUR RD	ROSENDO GARCIA RD	11	C	3	PM-CD2	0.090
RDS-02977	MODESTO AVE	LOWELL ST	TENNYSON ST	11	C	3	PM-CD4	0.497
RDS-01901	GOLF COURSE RD	CONGRESS AVE	SUTTON ST	11	C	3	PM-CD4	0.298
RDS-01302	DON FELIPE RD	MAYFLOWER DR	HUBBELL CIR	11	C	3	PM-CD2	0.211
RDS-01198	CYPRESS DR	CYPRESS CIR (W)	CYPRESS CIR (E)	11	C	3	PM-CD2	0.179
RDS-01616	EUCARIZ RD	BEGINNING OF RD	ATRISCO DR	11	C	3	PM-CD2	0.158
RDS-03811	SAN RAFAEL AVE	LOWELL ST	TENNYSON ST	11	C	3	PM-CD4	0.500
RDS-01941	GRECIAN AVE	KENSINGTON DR	ABQ MUNICIPAL LIMITS	11	C	3	PM-CD1	0.198
RDS-01586	ERWIN PL	BEGINNING OF RD	LORRETTA DR	11	C	3	PM-CD4	0.170
RDS-02245	ISLETA BLVD	MALPAIS RD	JUDY ST	11	C	3	PM-CD2	0.123
RDS-03392	PINO AVE	LOWELL ST	TENNYSON ST	11	C	3	PM-CD4	0.498
RDS-02152	IRONWOOD DR	ERLITZ DR	JUSTIN DR	11	C	3	PM-CD4	0.297
RDS-03973	SHADY OAK CIR	SHADE TREE LN	SHADE TREE LN	11	C	3	PM-CD5	0.886
RDS-02205	ISLETA BLVD	ISLETA LN	MARGO RD	11	C	3	PM-CD2	0.111
RDS-00553	BRIDGE BLVD	PEREZ RD	ATRISCO DR	11	C	3	PM-CD2	0.166
RDS-02248	ISLETA BLVD	PAUL RD	CHERRY TREE LN	11	C	3	PM-CD2	0.292
RDS-04680	WOODLANDS DR	FALCON CT	END OF RD	11	C	3	PM-CD5	0.278
RDS-03889	SANGRE DE CRISTO CIR	ALAMO HUECO PL	SIERRA BLANCA RD	11	C	3	PM-CD5	0.341
RDS-01141	COVEY CT	QUAIL RUN RD	END OF RD	11	C	3	PM-CD5	0.628
RDS-01869	GILBERT PL	GADDIS RD	PINON HEIGHTS RD	11	C	3	PM-CD5	0.209

Paving Unpaved Roads

ERPID	Name	FromStreet	ToStreet	Score	Avg Attribute	Ranking (Out of 675)	Commission District	GISMiles
RDS-04039	SKYLAND BLVD	BEGINNING OF RD	BEGINNING OF PAVEMENT	21	C	1	PM-CD5	1.007
RDS-00830	CANADA DE LOS ALAMOS TRL	COYOTE SPRINGS RD	TIJERAS ARROYO STUB	21	D	2	PM-CD5	0.320
RDS-03156	OAKHILL DR	SHARP RD	END OF MAINTENANCE	20	C	3	PM-CD5	0.135
RDS-02553	LAKEVIEW CIR	LAKEVIEW CT	LAKEVIEW DR	20	D	4	PM-CD5	0.132
RDS-02870	MAYFLOWER DR	BECK RD	DON FELIPE RD	20	D	4	PM-CD5	0.162
RDS-03348	PENASCO RD	SIEMPRE VERDE DR	MONTICELLO DR	19	C	6	PM-CD5	0.167
RDS-00358	BARTOLA BACA RD	VUOLTACITA RD	END OF RD	19	D	7	PM-CD5	0.124
RDS-01757	FOREST RD (SM)	AMANDA CT	LIEBRE LN	19	D	7	PM-CD5	0.151
RDS-01835	GADDIS RD	CANYON RD (NM)	BEGINNING OF PAVEMENT	19	D	7	PM-CD5	0.309
RDS-02555	LAKEVIEW CT	BEGINNING OF RD	LAKEVIEW CIR	19	D	7	PM-CD5	0.068
RDS-03413	PINON PL	PINON HEIGHTS RD	END OF RD	19	D	7	PM-CD5	0.063
RDS-04503	VERA CRUZ AVE	SIERRA BLANCA RD	SIERRA BLANCA RD	19	D	7	PM-CD5	0.327
RDS-04985	TEJANO CANYON RD	USFS BOUNDARY	CIENEGA CANYON RD	19	D	7	PM-CD5	0.354

Non-Motorized Transportation

Project ID	Project Name	Project Type	Public Service Score	Project Attributes Score	Technical Evaluation Ranking (Out of 14 Ranked)
1962	BARELAS BRIDGE TRAIL_ATRISCO RIVERSIDE DRAIN_TO_ALBUQUERQUE RIVERSIDE DRAIN	Non-Motorized Multi-Use Trail	31	C	1
2113	South Diversion Channel Trail	Non-Motorized Multi-Use Trail	31	D	2
1834	ISLETA DRAIN TRAIL_LOS PADILLAS RD_TO_CENTRAL AVE	Non-Motorized Multi-Use Trail	30	C	3
2166	EDITH BLVD_OSUNA RD_TO_ROY RD	Non-Motorized Bikeway	24	D	4
8888	EDITH_BLV EL CAMINO_REAL_MULTI_USE_TRAIL_OSUNA RD_TO_EL_PUEBLO_RD	Non-Motorized Multi-Use Trail	22	D	5

Sidewalks

Project ID	Project Name	Project Type	Public Service Score	Project Attributes Score	Technical Evaluation Ranking (Out of 20 Ranked Projects)
1855	2ND ST NW SIDEWALKS_OSUNA RD_TO_ALAMEDA	Sidewalks	30	D	1
9904	EDITH_BLV_SIDEWALK_ADA_CANDELARIA RD_TO_OSUNA RD	Sidewalks	28	D	2
1808	BARCELONA RD SIDEWALKS_Condeshire Dr_TO_Isleta Blvd	Sidewalks	27	D	3
1820	OLD COORS DRIVE_COORS BLVD_TO_BRIDGE BLVD	Sidewalks	23	D	4
1813	LA_VEGA_ARMUJO_SIDEWALKS_LOPEZ_ARMUJO_LA_VEGA_ISLETA_BLV	Sidewalks	22	D	5
2115	ARENAL_RD_SIDEWALKS_TAPIA_BLV TO_GOFF_BLV	Sidewalks	22	D	5

Transportation - New Construction

Project ID	Project Name	Project Type	Public Service Score	Project Attributes Score	Technical Evaluation Ranking (Out of 4 Ranked)
1436	SUNPORT WOODWARD EXTENSION_2ND ST_TO_I25	New Construction	14	B	1
1605	ALAMEDA-EUBANK ROAD AND TRAIL_BARSTOW_TO_PASEO DEL NORTE	New Construction	10	B	2
2174	ATRISCO VISTA BLVD_DOUBLE EAGLE AIRPORT_TO_COUNTY LINE	New Construction	8	D	3
2201	CONDESHIRE DR EXTENSION_END OF RD_TO_DENNIS CHAVEZ BLVD	New Construction	5	D	4

Transportation - Repaving with Increased Capacity

Project ID	Project Name	Project Type	Public Service Score	Project Attributes Score	Technical Evaluation Ranking (Out of 9 Ranked)
1621	BRIDGE BLVD_COORS BLVD_TO_ATRISCO RIVERSIDE DRAIN	Repave w/ Incr Cap	19	C	1
1915	2ND ST_PASEO DEL NORTE_TO_4TH ST	Repave w/ Incr Cap	15	C	2
2042	2ND ST SW RIO BRAVO BLVD_TO_WOODWARD RD - NORTHERN PHASE	Repave w/ Incr Cap	14	C	3
2200	OLD COORS DRIVE_COORS BLVD_TO_BRIDGE BLVD	Repave w/ Incr Cap	14	D	4

Utilities - Storm Water Control

Project ID	Project Name	Project Type	Public Service Score	Project Attributes Score	Technical Evaluation Ranking (Out of 9 Ranked)
1661	Barcelona-Del Rio-Isleta to Armijo Drain Storm Drains	Storm Water Control	18	C	1
1610	Garduno Road Storm Drains	Storm Water Control	12	B	2
1674	Blake Road-Foothill Drive to Isleta Drain Storm Drains	Storm Water Control	12	D	3
1659	Barcelona-Coors-North Basin 183 to Isleta Drain Storm Drains	Storm Water Control	11	D	4
1617	Fourth Street Storm Drains	Storm Water Control	10	D	5

Community Center Upgrades

Project ID	Project Name	Project Type	Public Service Score	Project Attributes Score	Technical Evaluation Ranking (Out of 8 Ranked CCs)
1940	Westside Community Center - Building and Site Improvements	Community Center Upgrades	11	D	1
1920	Vista Grande Community Center - Building and Site Improvements	Community Center Upgrades	11	D	1
1924	Raymond G. Sanchez Community Center - Building and Site Improvements	Community Center Upgrades	10	D	3
2069	Mountain View Community Center - Building and Site Improvements	Community Center Upgrades	10	D	3
1917	Los Vecinos Community Center - Building and Site Improvements	Community Center Upgrades	10	D	3
1923	Paradise Hills Community Center - Building and Site Improvements	Community Center Upgrades	10	D	3
1934	Los Padillas Community Center - Building and Site Improvements	Community Center Upgrades	10	D	3
2101	South Valley Multipurpose Center Improvements	Community Center Upgrades	8	D	8



County of Bernalillo

State of New Mexico

Finance Division

Shirley Ragin, Deputy County Manager

One Civic Plaza NW, 10th Floor, Suite 10111

Albuquerque, New Mexico, 87102

Office: (505) 468-7160, Fax: (505) 462-9733

www.bernco.gov

The Public Library Albuquerque and Bernalillo County

Dean P. Smith, Director 501 Copper

Ave. NW Albuquerque, NM 87102

April 1, 2021

Director Smith,

In accordance with the Memorandum of Understanding (MOU) between the County of Bernalillo and the City of Albuquerque, dated June 28, 2020, Section 2.C, attached is the quarterly update and available balance of the general obligation bond funds ending March 31, 2021. In this period, Bernalillo County received and processed invoices totaling \$591,067.44 and posted interest earned in the amount of \$16,880.89. If you have questions regarding the attached report, please feel free to contact me.

Sincerely,

Jenny Haikin

Senior Financial Management Analyst

Finance Division

jhaikin@bernco.gov

(505) 468-7151

COMMISSIONERS

Charlene E. Pyskoty, Chair, District 5 Steven Michael Quezada, Vice-Chair, District 2
Debbie O'Malley, District 1 Adriann Barboa, District 3 Walt Benson, District 4

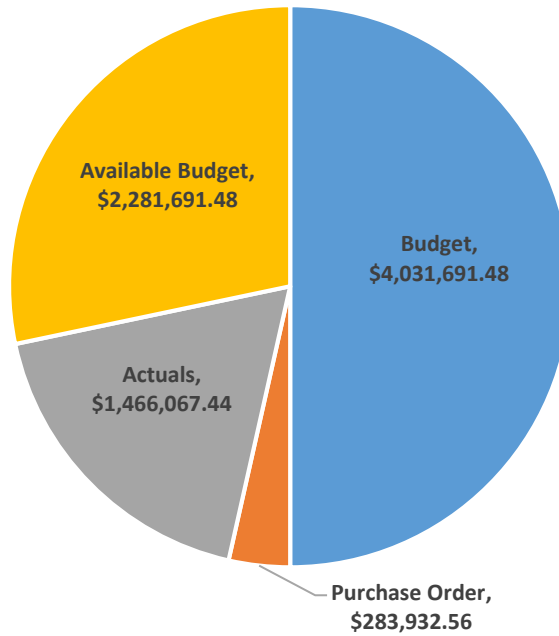
ELECTED OFFICIALS

Tanya R. Giddings, Assessor Linda Stover, Clerk Cristy J. Carbón-Gaul, Probate Judge Manuel Gonzales III, Sheriff Nancy M. Bearce, Treasurer

COUNTY MANAGER

Julie Morgas Baca

***FY21 Library Bond Funds 3rd Quarter Report
Ending March 31, 2021***



		Budget	Purchase Order	Actuals	Available Budget
210903	Library Bond Interest	\$ 31,691.48	\$ -		\$ 31,691.48
2018 Authorization	Library Materials	\$ 1,750,000.00	\$ 283,932.56	\$ 1,466,067.44	\$ -
2020 Authorization	Library Materials	\$ 2,250,000.00			\$ 2,250,000.00
Total Ops + Cap		\$ 4,031,691.48	\$ 283,932.56	\$ 1,466,067.44	\$ 2,281,691.48

**AGREEMENT BETWEEN
THE CITY OF ALBUQUERQUE AND BERNALILLO COUNTY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Bernalillo County, New Mexico, a political subdivision of the State of New Mexico (hereinafter called the “County”) and the City of Albuquerque, New Mexico, a municipal corporation (hereafter called the “City”)(the County and the City shall collectively be referred to herein as the “Parties”).

RECITALS

The purpose of this Agreement is for the County to provide funding for the furnishing of a Community Room located at the International District Library (hereinafter called the “Project”) of the Albuquerque Bernalillo County Library System and

WHEREAS, the City and County signed a Joint Powers Agreement in 1986 for the operation of County Libraries; and

WHEREAS, the Project is located on the North side of Central Avenue between San Pablo and Charleston Streets, and will be easily accessible to residents living within the City limits and in the District 3 area of the County; and

WHEREAS, the County is agreeable to providing Eighty Thousand Dollars and No Cents (\$80,000) towards furnishing a Community Room for the library of the Project; and

WHEREAS, the City is the lead agency for the project; and

WHEREAS, this Project is consistent with County objectives.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

ARTICLE I – RESPONSIBILITIES

- A. Scope of Project. The City shall design, construct, equip and furnish and arrange for the performance of all work related to the completion of a Community Room for the Project.
- B. Consideration.
 - 1. The County grants to the City a total amount of Eighty Thousand Dollars and No Cents (\$80,000.00) for the express purpose of the Project.
 - 2. The City agrees and understands that the funding must be expended exclusively on furnishings associated with the Project and shall not be used for any administrative, operational, or maintenance purpose associated with the Project.

C. Acknowledgement and Updates

1. The City shall recognize the County and the Board of County Commissioners with a colored County logo in all printed material associated with the Community Room, including but not limited to promotional advertisements, construction signage, and Community Room's permanent educational and interpretative signage. This general requirement is subject to any reasonable existing space limitations on materials or pamphlets printed prior to the execution of this Agreement. Such limitation does not include any relevant signage or plaques made after the execution of this Agreement.
2. The County shall provide a suitable logo to the City for use in preparing acknowledgements. (See Approved County Logo, attached herein and incorporated by reference as **Exhibit A**).
3. The City shall invite all five County Commissioners, the County Manager, and the Deputy County Manager for Community Services to any public and/or ceremonial event involving the ribbon cutting for the finished Community Room.
4. The City shall provide the County a final breakdown of how the funding was expended in a project close-out memorandum provided to the County's Community Services Deputy County Manager.

ARTICLE II - TERM OF THIS AGREEMENT

This Agreement shall commence on the date of the execution hereof by the last party to execute.

Article III – PROJECT FUNDING

- A. The maximum obligation of the County under this Agreement is Eighty Thousand Dollars and No Cents (\$80,000.00) which shall constitute full and complete compensation under this Agreement.
- B. It is understood and agreed that should any portion of the funds made available hereunder by the County to the City for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, the said unexpended funds shall be returned to the County.
- C. Following construction contract award, the County will pay Eighty Thousand Dollars and No Cents (\$80,000.00) to the City upon receipt of an invoice and documents evidencing the award of the construction contract to the successful bidder.
- D. The City shall maintain detailed records which indicate the expenditures incurred for the Project. These records shall be subject to inspection by the County. Upon completion of the Project, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the construction and will be available to the County, if requested. The County shall, at its own expense, have the right to audit all project

documents and billings at any reasonable time upon request. The right to make such an audit shall not require that such an audit be made.

ARTICLE IV – PERMITS AND LICENSES

The City shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the construction to be performed hereunder and for the use and occupancy of the Community Room. The City shall at all times comply with all rules and regulations, ordinances, fire safety and building codes and requirements of all governmental authorities in relation to the manner of doing the work to be performed under this Agreement.

ARTICLE V – TERMINATION

This Agreement may be terminated by either of the Parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for the performance or failure to perform to the date of termination.

ARTICLE VI - THIRD PARTY BENEFICIARIES:

None of the provisions contained within this Agreement are intended to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(s) whatsoever, pursuant to the provisions of this Agreement.

ARTICLE VII – AMENDMENT

This Agreement shall not be altered, changed, or amended except in writing as executed by the City's Chief Administrative Officer and the County Manager.

ARTICLE VIII – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the County and the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given. The County's or City's decision as to whether sufficient appropriations and authorizations are made shall be final and shall be accepted by the other party.

ARTICLE IX – RELEASE

Final payment of all amounts due under this Agreement releases the County and their officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The City agrees not to purport to bind the County to any obligation not assumed herein, without express written authority from the County, and then only within the strict limits of that written authority.

ARTICLE X – APPLICABLE LAW; LIABILITY

This Agreement shall be governed by the laws of the State of New Mexico. The venue shall be Bernalillo County, New Mexico. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1, et seq., NMSA 1978, as amended.

ARTICLE XI – NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity for alleged tortious conduct of any employee of any Party arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

ARTICLE XII – COMPLIANCE WITH LAWS

The Parties shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

ARTICLE XIII – AUDITS AND INSPECTIONS

The Parties understand and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994.

XIV – FORCE MAJEURE

Neither the City nor the County shall not be liable for failure to perform its obligations under this Agreement due to causes beyond its control and without its fault or negligence which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the party relying on the Force Majeure Event shall promptly inform the other party in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The Parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired as a result thereof.

ARTICLE XIII – APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer and the County Manager.

ARTICLE XIV – ELECTRONIC SIGNATURES

The Parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the date shown in the first paragraph on Page One (1).

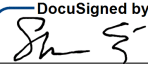
CITY OF ALBUQUERQUE

DocuSigned by:

Sarita Nair
Chief Administrative Officer

Date: 11/1/2020 | 6:32 PM MST

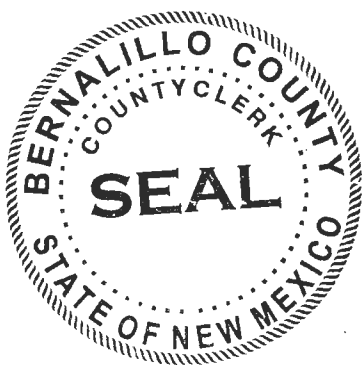
10/28/2020 | 10:44 AM MDT

DocuSigned by:

Dr. Shelle Sanchez
Director, Cultural Services

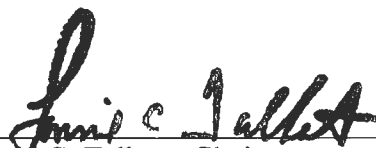
Date: 10/30/2020 | 6:59 AM MDT

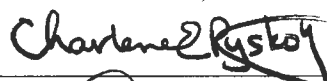
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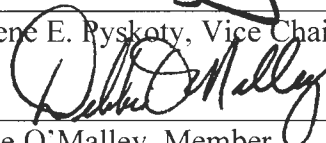

Linda Stover, County Clerk

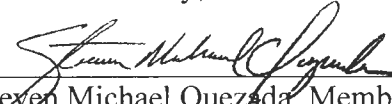


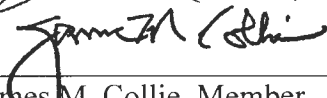
**BERNALILLO COUNTY
BOARD OF COUNTY COMMISSIONERS**


Lonnie C. Talbert, Chair

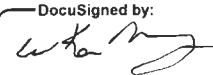

Charlene E. Pyskoty, Vice Chair


Debbie O'Malley, Member


Steven Michael Quezada, Member


James M. Collie, Member

APPROVED AS TO FORM:

DocuSigned by:

W. Ken Martinez, County Attorney