



SUNLAND PARK CITY COUNCIL

Mayor Javier Perea

Julia T. Brown Esq.
City Manager

NOTICE OF MEETING
Regular Meeting Agenda
September 18, 2019 - 6:00 PM
City Hall, City Council Chambers
1000 McNutt Rd.

Councilor Jessica Avila, District 1
Councilor Daisy G. Lira, District 2
Councilor Bertha A. Salmon, District 3
Councilor Carolina Renteria, District 4
Councilor Olga Nuñez, District 5
Councilor Donald McBride, District 6

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must sign up with Clerk to address Council. Comments are limited to 3 Minutes, with a maximum 30 Minutes allowed for Public Comment.

REMARKS AND INQUIRIES BY THE CITY COUNCIL

PRESENTATION

1. **2019 GO Bond.** *(Arthur Binder, Doña Ana County Community College)*
2. **Recognition of Miguel Herrera III for Building Inspector Certification.** *(Louise Marquez, CED Director)*

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

3. **Approve Minutes of 9/3/19 Regular Meeting of SP City Council.** *(Daniel Carranco, City Clerk)*
4. **Acceptance of SP Housing Authority Financial Report Ending 8/2019.** *(Concepcion Medina, PH Director)*
5. **Acceptance of SP Municipal Court Monthly Report.** *(Maria Rubio, Court Administrator)*
6. **Approval of a Resolution authorizing submittal of an application for funds through the Water Trust Board for construction services for Anapra Pump Station Phase II.** *(Hector Rangel, PW Director)*
7. **Approval of a Resolution authorizing submittal of an application for funds through the Water Trust Board for design services for Riverside Subdivision.** *(Hector Rangel, PW Director)*
8. **Approval of a Budget Adjustment Resolution to Fiscal Year 2019-2020 related to acceptance of funding for Sunland Park City Library.** *(Crystal Jaime, City Librarian)*
9. **Approval of Re-Appointment for Bill Jimenez as commissioner to the Planning and Zoning Commission for additional term (Sep. 5, 2019 – Sep. 4, 2021).** *(Mayor Javier Perea)*
10. **Approval of Re-Appointment for Jesus Soto as commissioner to the Planning and Zoning Commission for additional term (Sep. 5, 2019 – Sep. 4, 2021).** *(Mayor Javier Perea)*
11. **Approval of Appointment for Bruce Zubia as new commissioner to the Planning and Zoning Commission to fill vacancy of a term expiring on (September 5, 2021).** *(Mayor Javier Perea)*
12. **A Resolution authorizing the Sunland Park Police Department to dispose of obsolete vehicles via a publicly held auction.** *(Javier Guerra, SP Police Chief)*
13. **Approval to accept KaBOOM! Grant Agreement.** *(Crystal Jalme, City Librarian)*

NEW BUSINESS AND RESOLUTIONS

14. **Approval of a Resolution Adopting the Senior Center Facilities Infrastructure Capital improvement Plan (ICIP) for FY 2021-2025.** *(Estephania Cazale, City Planner)*

MAYOR'S REPORT

ADJOURNMENT

PLEASE NOTE: *If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Office of the City Clerk at (575) 589-7565 at least 72 hours prior to the meeting. The City strictly prohibits any form of unlawful discrimination based on race, color, religion, gender identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any program, activity or service sponsored by the City. POSTED: City Clerk's Office, Motor Vehicle Division, Public Health Office, Sunland Park Post Office, Sunland Park Library, Santa Teresa Post Office, Sunland Park Grocery, Mercedes Grocery, Carousel Convenience Store. Filed in the office of the City Clerk on the 12th day of September 2019.*

Daniel Carranco, City Clerk

AGENDA ITEM NO. 1
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/19

Submitted By: Arthur Binder
Doña Ana Community College

Subject: 2019 GO Bond.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background:

Recommendation: Presentation

AGENDA ITEM NO. 2

CITY OF SUNLAND PARK

CITY COUNCIL

(FOR INFORMATION ONLY)

Meeting Date: 9/18/19

Submitted By: Louise Marquez
CED Director

Subject: Recognition of Miguel Herrera III for receiving his Building Inspector Certification.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background:

Recommendation: Presentation

AGENDA ITEM NO. 3
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Daniel Carranco
City Clerk

Subject: Approve Minutes of the 9/3/19 Regular City Council Meeting.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: See minutes attached.

Recommendation: Approve.



SUNLAND PARK CITY COUNCIL

Mayor Javier Perea

Julia T. Brown Esq.
City Manager

Meeting Minutes
September 3, 2019 - 6:00 PM
City Hall, City Council Chambers
1000 McNutt Rd.

Councilor Jessica Avila, District 1
Councilor Daisy G. Lira, District 2
Councilor Bertha A. Salmon, District 3
Councilor Carolina Renteria, District 4
Councilor Olga Nuñez, District 5
Councilor Donald McBride, District 6

CALL TO ORDER & ROLL CALL

Mayor Javier Perea called meeting to order at 6:24PM.

Present: Councilor Donald McBride, Councilor Carolina Renteria, Councilor Jessica Avila, Councilor Bertha Salmon, Councilor Olga Nuñez.

Absent: Councilor Daisy G. Lira

Also present: Gloria Irigoyen, HR Director, Louis Marquez, CED Director, Hector Rangel, Public Works Director, Daniel Carranco, City Clerk.

NOTE: Mayor Perea informed audience that City Council met in Closed Session prior to City Council Meeting. Only the items on the closed session agenda were discussed and no action was taken in closed session.

PLEDGE OF ALLEGIANCE

Councilor Jessica Avila

CONFLICT OF INTEREST

None

APPROVAL OF AGENDA

Councilor Donald McBride moved to approve agenda order. Seconded by Councilor Bertha Salmon.

All those in favor said "aye." Motion carried unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Donald McBride, Councilor Bertha Salmon, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Olga Nuñez.

NAY:

ABSENT: Councilor Daisy Lira

ABSTAINED:

PUBLIC COMMENT

Veronica Monarez requested City assistance in removing sand washed into her property by rains and winds.

REMARKS AND INQUIRIES BY THE CITY COUNCIL

Councilor Olga Nuñez requested a gardening bed located at City Hall Campus, be made available to NM Help Program. Councilor Nuñez inquired how much money remained for City dog holding area project. Councilor Nuñez asked if City Staff has contacted Lupe Guillen (resident) regarding her rock wall issue.

PRESENTATION

1. **NM Workforce Connection Youth Services.** (*Haydee Ramirez, Employment Community Specialist*)

CONSENT AGENDA

- 2. **Approve Minutes of 8/20/19 Regular Meeting of Sunland Park City Council.** *(Daniel Carranco, City Clerk)*
- 3. **Approve a Resolution authorizing a loan agreement between the City of Sunland Park, NM and the New Mexico Finance Authority, delegating signature authority to Mayor for related contract amendments and change orders.** *(Ramiro Rios, Acting Fire Chief)*
- 4. **A Resolution to approve a Budget Adjustment to Fiscal Year 2019-2020 Budget related to Fire Protection Fund.** *(Ramiro Rios, Acting Fire Chief)*

Councilor Donald McBride moved to approve the Consent Agenda. Seconded by Councilor Bertha Salmon.

A roll call vote was made. Motion carried.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Donald McBride, Councilor Bertha Salmon, Councilor Jessica Avila, Councilor Olga Nuñez, Councilor Carolina Renteria

NAY:

ABSENT: Councilor Daisy G. Lira

ABSTAINED:

NEW BUSINESS AND RESOLUTIONS

- 5. **Approval of an amendment to the 2019 Sunland Park Open Meetings Act Resolution (2018-63, p.2; sec-1) changing the Council meeting day.** *(Daniel Carranco, City Clerk)*

Councilor Donald McBride moved to approve Item 5. Seconded by Councilor Olga Nuñez.

Amendment

Councilor Jessica Avila moved to amend Item 5 by changing Council Meeting days to first Tuesday of month and third Wednesday of month.

All those in favor said "aye." Motion carried unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Donald McBride, Councilor Bertha Salmon, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Olga Nuñez.

NAY:

ABSENT: Councilor Daisy Lira

ABSTAINED:

Main Motion

A roll call vote was made. Motion carried.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Donald McBride, Councilor Bertha Salmon, Councilor Jessica Avila, Councilor Olga Nuñez, Councilor Carolina Renteria

NAY:

ABSENT: Councilor Daisy G. Lira

ABSTAINED:

PUBLIC HEARING

6. **Approval of Liquor License Application No. 1124388 applicant: Que Rico Taco, located at 871 McNutt, Sunland Park, NM 88063.** *(Louise Marquez, CED Director)*

Note: Applicants Jaime Perez and Celia Perez were present. There was no public comment on this item.

Councilor Jessica Avila moved to approve Item 6. Seconded by Councilor Donald McBride.

A roll call vote was made. Motion carried.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Donald McBride, Councilor Bertha Salmon, Councilor Jessica Avila, Councilor Olga Nuñez, Councilor Carolina Renteria

NAY:

ABSENT: Councilor Daisy G. Lira

ABSTAINED:

CITY MANAGER-STAFF UPDATE

City Manager provided Council a Police update on the issue related to Mr. Joseph Carlson (minutes 8/20/19 public comment).

MAYOR'S REPORT

ADJOURNMENT

Mayor Javier Perea adjourned meeting without objection at 7:02pm.

ATTEST

Daniel Carranco, City Clerk

Mayor Javier Perea

AGENDA ITEM NO. 4
CITY OF SUNLAND PARK
CITY COUNCIL

Meeting Date: September 18, 2019

Submitted By: Concha Medina

Subject: Acceptance of the Sunland Park Housing Authority Financial Status Report Ending August 2019.

Fiscal Impact:

Amount Budgeted: NA

Fund: NA

Amount Available: NA

Background: August Rent Roll, Operating Subsidy and Capital Fund Program Grants.

Recommendation: Accept Financial Status Report.

AGENDA ITEM NO. 5
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Maria Rubio
Court Administrator

Subject: Acceptance of the Sunland Park Municipal Court Monthly State Fees Report for August 2019.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: Includes Fee Report and Distribution Listing. These reports shall be provided to Council via email.

Recommendation: Accept.

AGENDA ITEM NO. 6
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Hector Rangel
Public Works Director

Subject: A Resolution whereby the City Council authorizes City Staff to submit an application for funding through the Water Trust Board for construction services for Anapra Pump Station Phase II.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The Water Trust Board instituted a program for financing of projects and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Board for public projects.

This is a yearly submittal of application. Staff recommends that an application be filed with the Water Trust Board for Construction Services for Anapra Pump Station Phase II.

Recommendation: Approve.

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF SUNLAND PARK NEW MEXICO, WHEREBY THE CITY COUNCIL INSTRUCTS CITY STAFF TO SUBMIT AN APPLICATION FOR THE FUNDS THROUGH THE WATER TRUST BOARD FOR CONSTRUCTION SERVICES FOR ANAPRA PUMP STATION PHASE II.

WHEREAS, *The City of Sunland Park* ("Governmental Unit") is a qualified entity and the *City Council* ("Government Body") has the authority to authorize public projects for benefit of the Governmental Unit; and

WHEREAS, the Water Trust Board ("Board") has instituted a program for financing of projects and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Board for public projects. The policy and procedure now requires a mandatory loan and hard money match by the City thus we would apply for a combination grant, loan and match; and

WHEREAS, the financial assistance requested is in the amount of \$750,000.00. City of Sunland Park hereby pledges the required 10% local match in the amount of \$75,000.00 in support of the application, for which funds will be allocated from its General Fund in the City's FY 2021 Budget; and

WHEREAS, the Governing Body recommends that an application be filed with the Water Trust Board for Construction Services for Anapra Pump Station Phase II.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF SUNLAND PARK:

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved and confirmed.
2. That the Application authorized by the Governing Body, be and the same is hereby approved and confirmed.
3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Board for its review, and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of September 2019.

Attest:

Javier Perea, Mayor

Daniel Carranco, City Clerk

SEAL:

ROLL CALL VOTE:

Councilor Jessica Avila

Councilor Daisy Lira

Councilor Bertha Salmon

Councilor Carolina Renteria

Councilor Olga Nunez

Mayor Pro tem Donald McBride

Commissioner Carlos Gil

AGENDA ITEM NO. 7
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Hector Rangel
Public Works Director

Subject: A Resolution whereby the City Council authorizes City Staff to submit an application for funding through the Water Trust Board for design services for Riverside Subdivision.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The Water Trust Board instituted a program for financing of projects and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Board for public projects.

This is a yearly submittal of application. Staff recommends that an application be filed with the Water Trust Board to receive funding for design services for Riverside Subdivision.

Recommendation: Approve.

RESOLUTION NO. 2019-_____

A RESOLUTION BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF SUNLAND PARK NEW MEXICO, WHEREBY THE CITY COUNCIL INSTRUCTS CITY STAFF TO SUBMIT AN APPLICATION FOR THE FUNDS THROUGH THE WATER TRUST BOARD FOR DESIGN SERVICES FOR RIVERSIDE SUBDIVISION.

WHEREAS, *The City of Sunland Park* ("Governmental Unit") is a qualified entity and the *City Council* ("Government Body") has the authority to authorize public projects for benefit of the Governmental Unit; and

WHEREAS, the Water Trust Board ("Board") has instituted a program for financing of projects and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Board for public projects. The policy and procedure now requires a mandatory loan and hard money match by the City thus we would apply for a combination grant, loan and match; and

WHEREAS, the financial assistance requested is in the amount of \$200,000.00. City of Sunland Park hereby pledges the required 10% local match in the amount of \$20,000.00 in support of the application, for which funds will be allocated from its General Fund in the City's FY 2021 Budget; and

WHEREAS, the Governing Body recommends that an application be filed with the Water Trust Board for Design Services for Riverside Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF SUNLAND PARK:

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved and confirmed.
2. That the Application authorized by the Governing Body, be and the same is hereby approved and confirmed.
3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Board for its review, and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2019.

Attest:

Javier Perea, Mayor

Daniel Carranco, Deputy City Clerk

SEAL:

ROLL CALL VOTE:

Councilor Jessica Avila	_____
Councilor Daisy Lira	_____
Councilor Bertha Salmon	_____
Councilor Carolina Renteria	_____
Councilor Olga Nunez	_____
Mayor Pro tem Donald McBride	_____
Commissioner Carlos Gil	_____

AGENDA ITEM NO. 8
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Crystal Jaime
City Librarian

Subject: Approval of a Budget Adjustment Resolution to Fiscal Year 2019-2020 related to funding for Sunland Park City Library.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: This item makes room in the current FY2019-2020 Budget for funds received from State of NM Department of Cultural Affairs, Library Division. These funds may be used for: Library collection, equipment, furniture or fixtures.

Recommendation: Approve.

**CITY OF SUNLAND PARK
RESOLUTION 2019- ____**

**A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO FISCAL YEAR 2019-2020
BUDGET.**

WHEREAS, Authorization to increase the Fiscal Year 2018-2019 Fund 035 Revenues and Expenditures for \$47,867 and;

WHEREAS, the City of Sunland Park requests this budget increase due to 2018 GO Bonds allocated by the NM Public Libraries and;

WHEREAS, a resolution demonstrating approval for a budget increase by the City Council is required by the State's Department of Finance and Administration (DFA).

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Sunland Park, on behalf of the City of Sunland Park, hereby approves the above budget adjustment and DFA's budget form attached as attachment (A).

PASSED, ADOPTED AND APPROVED this 18th day of September 2019.

ATTEST BY:

Daniel Carranco,

City Clerk Javier Perea. Mayor

ATTEST

Roll Call Vote:

Councilor Jessica Avila _____

Councilor Daisy G. Lira _____

Councilor Donald Mc Bride _____

Councilor Olga Nuñez _____

Councilor Carolina Renteria _____

Councilor Bertha Salmon _____

NEW MEXICO  STATE LIBRARY
GARREY CARRUTHERS BUILDING

Crystal Jaime
Sunland Park Community Library
August 9, 2019

Dear Director,

Please find enclosed two copies of your 2018 General Obligation Bond Agreement. Return the two complete copies, signed with blue ink, to the Development Bureau, New Mexico State Library.

Please note the following:

- **Article III. Notice Provisions and Grantee and Department Designated Representatives** (p. 4) – this should be the person who is contacted if there are concerns with reimbursement issues and/or questions. As always, the library director is included in all correspondence.
- On the signature page (p. 13), under **Grantee**, the person who signs must have authority to enter the Sunland Park Community Library into contracts with the State.
- **Article VIII. Paper Periodic Reports [Exhibit 1] and Article IX. Request for Payment Procedures and Deadlines [Exhibit 2]** are submitted with each Request for Payment. Continue to send in your supporting documentation, i.e., what you purchased and your proof of payment. Notarization is not required for Exhibit 2.
- **Exhibit 3, the Notice of Obligation** – while not necessarily required, the library or fiscal agent is encouraged to use this form to confirm that anticipated purchases are eligible for reimbursement.

The 4.5.8 NMAC includes definitions for what purchases are eligible for reimbursement:
<http://164.64.110.134/parts/title04/04.005.0008.html>.

Please note that the bill language for the 2018 GO Bonds includes: "...for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure...."

Additional information is at: <http://nmstatelibrary.org/services-for-nm-libraries/funding-libraries/go-bonds/2018-gobs>

We look forward to working with you to enhance library resources for your community.



Patricia Moore
GO Bond Consultant
NMSL Development Bureau

Final Allocation
New Mexico Public Libraries
2018 General Obligation Bonds: \$4,000,000
Allocations by Library

	A	B	C	D	E	F
1	Library	County	Legal Service Area	Per Capita Allocation	Library System Allocation	Total GO Bond Allocation
60	Rio Rancho Public Library	Bernalillo/ Sandoval	87,521	\$ 194,266.85	\$ 5,194.80	\$ 199,461.65
61	Roswell Public Library	Chaves	48,366	\$ 111,709.90	\$ 5,194.80	\$ 116,904.70
62	Ruidoso Public Library	Lincoln	8,029	\$ 27,675.94	\$ 5,194.80	\$ 32,870.74
63	Santa Fe Public Library	Santa Fe	67,947	\$ 214,704.81	\$ 5,194.80	\$ 219,899.61
64	Shuter Library of Angel Fire	Colfax	1,216	\$ 2,701.23	\$ 5,194.80	\$ 7,896.03
65	Sunland Park Community Library	Dona Ana	14,106	\$ 42,671.83	\$ 5,194.80	\$ 47,866.63
66	Socorro Public Library	Socorro	9,051	\$ 25,998.95	\$ 5,194.80	\$ 31,193.75
67	Talpa Community Center Library	Taos	778	\$ 5,026.91	\$ 5,194.80	\$ 10,221.71
68	Taos Public Library	Taos	5,716	\$ 36,932.91	\$ 5,194.80	\$ 42,127.71
69	Tatum Community Library	Lea	798	\$ 1,856.55	\$ 5,194.80	\$ 7,051.35
70	The Public Library	Grant	10,315	\$ 37,959.07	\$ 5,194.80	\$ 43,153.87
71	Thomas Branigan Memorial Library	Dona Ana	97,618	\$ 295,302.64	\$ 5,194.80	\$ 300,497.44
72	Town of Bernalillo Public Library	Sandoval	8,320	\$ 18,445.83	\$ 5,194.80	\$ 23,640.63
73	Truchas Community Library	Rio Arriba	560	\$ 3,544.71	\$ 5,194.80	\$ 8,739.51
74	Truth or Consequences Public Library	Sierra	6,475	\$ 19,143.60	\$ 5,194.80	\$ 24,338.40
75	Tucumcari Public Library	Quay	5,363	\$ 14,304.30	\$ 5,194.80	\$ 19,499.10
76	Tularosa Public Library	Otero	2,842	\$ 9,497.16	\$ 5,194.80	\$ 14,691.96
77	Vallecitos Community Center and Library	Rio Arriba	141	\$ 892.51	\$ 5,194.80	\$ 6,087.31
78	Village of Corona Public Library	Lincoln	172	\$ 592.88	\$ 5,194.80	\$ 5,787.68
79	Vista Grande Public Library	Santa Fe	6,130	\$ 19,370.10	\$ 5,194.80	\$ 24,564.90
80	Woolworth Community Library	Lea	2,047	\$ 4,762.35	\$ 5,194.80	\$ 9,957.15
81	Subtotal		1,457,208	\$ 3,595,999.90	\$ 399,999.60	\$ 3,995,999.50
82	NMSL Rural Services	N/A	N/A			\$4,000.51
83	Total			\$3,595,999.90	\$399,999.60	\$4,000,000.01
84						\$ 4,000,000.01
85	*Mora and Harding Counties currently do not have eligible public libraries. These funds are used to support Bookmobile Service by					
86	NMSL in those counties. Allocations are determined using 2017 Estimated County Census Information and library eligibility, based on					
87	current 4.5.8. NMAC.					

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "NMSL", and the City of Sunland Park, hereinafter called the "Grantee" on behalf of the Sunland Park Community Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 67, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2018, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

Project No. **A18C5074** for four million dollars (\$4,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2022

Laws of 2018, Chapter 67, Section 10, Paragraph B(1)(a), four million dollars (\$4,000,000), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

Contingent upon the State of New Mexico's successful sale of general obligation bonds, the Grantee's total reimbursements shall not exceed, Forty Seven Thousand Eight Hundred Sixty Six Dollars and Sixty Three Cents (\$47866.63) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, Forty Seven Thousand Eight Hundred Sixty Six Dollars and Sixty Three Cents (\$47866.63) (the "Adjusted Appropriation Amount"). If the State of New Mexico sells some portion of the general obligation bonds associated with the four million dollars, Grantee's total reimbursements shall not exceed an amount proportional to the reduced total sale (i.e., if only three million of the four million dollar appropriation, then Grantee's total reimbursements shall not exceed three fourths of the total reimbursements described in this paragraph, above).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, or upon the State of New Mexico's sale of the general obligation bonds authorized in 2018, whichever comes last, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000). " See, Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: on behalf of the Sunland Park Community Library

Name: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

FAX: _____

Department: New Mexico State Library
Name: Development Bureau
Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
Email: sl.development@state.nm.us
Telephone: 800-340-3890

The Grantee and the Department agree that both parties shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due at the time of submission of each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article XI, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of

tangible personal property received by the Grantee for the implementation of the Project.

- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the Grantee incurred the expense, if total unreimbursed expenditures at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Ninety (90) days before the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a

- contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement and upon the State of New Mexico’s sale of general obligation bonds authorized in 2018 in the amount Legislature appropriated in 2018. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, the may immediately terminate this Agreement by giving Contractor written notice of such termination. The ’s decision as to whether sufficient appropriations are available or whether the appropriated amount of general bonds are sold shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Grant Agreement. Should there be an early termination of the grant agreement, or should the State of New Mexico sell general obligation bonds in an amount less than the amount the Legislature appropriated in 2018, the may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the ’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Debra Garcia y Griego, Cabinet Secretary

Date

By: Peter Ives, DCA General Counsel

Date

By: Greg Geisler, CFO/Administrative Services Division

Date

By: Eli Guinnee, State Librarian

Date

STATE OF NEW MEXICO
2018 CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
Complete Mailing, including State, if applicable
- _____ City _____ State _____ Zip _____
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
- B. AIPP Amount (If Applicable) _____
- C. Funds Requested to Date: _____
- D. Amount Requested this Payment: _____
- E. Grant Balance: _____ \$0.00
- F. GF GOB STB (attach wire if 1st draw)
- G. Payment Request No. _____

- III. Fiscal Year Expenditure Period Ending:** _____ (Jan-Jun) Fiscal
(check one) _____ (Jul-Dec) Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Grantee Representative

Printed Name
Date: _____

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

STATE OF NEW MEXICO
2018 CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 3

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number [GOB13-12-1232] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

- (1) Library shall be a local public library.
- (2) Library shall have filed an approved annual report with the state library.
- (3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.
- (4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.
- (5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.
- (6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

- (1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;
 - (2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.
- (1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.
 - (2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

AGENDA ITEM NO. 9
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Mayor Javier Perea

Subject: Approval of Re-Appointment for Bill Jimenez as commissioner to the Planning and Zoning Commission for additional term (Sep. 5, 2019 – Sep. 4, 2021).

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The Planning and Zoning Commission's function is to promote municipal planning, promulgate and enforce regulations governing the subdivision land within the platting and planning jurisdiction of the city to promote health, safety, moral or general welfare for the City of Sunland Park as allowed by State law.

This board consists of seven (7) members. Members are appointed by the Mayor with the consent of the City Council. While most members are residents of the City of Sunland Park, two of the members may be non-residents from within the city's urbanized territory or be a non-resident business owner within the city.

When each of the commissioner's terms comes up, the Mayor may request reappointment.

Recommendation: The recommendation is for the City Council approve the above- named to re-appoint Bill Jimenez for an additional term for this position.

AGENDA ITEM NO. 10

**CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)**

Meeting Date: 9/18/2019

Submitted By: Mayor Javier Perea

Subject: Approval of Re-Appointment for Jesus Soto as commissioner to the Planning and Zoning Commission for additional term (Sep. 5, 2019 – Sep. 4, 2021).

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The Planning and Zoning Commission's function is to promote municipal planning, promulgate and enforce regulations governing the subdivision land within the platting and planning jurisdiction of the city to promote health, safety, moral or general welfare for the City of Sunland Park as allowed by State law.

This board consists of seven (7) members. Members are appointed by the Mayor with the consent of the City Council. While most members are residents of the City of Sunland Park, two of the members may be non-residents from within the city's urbanized territory or be a non-resident business owner within the city.

When each of the commissioner's terms comes up, the Mayor may request reappointment.

Recommendation: The recommendation is for the City Council approve the above-named to re-appoint Jesus Soto for an additional term for this position.

AGENDA ITEM NO. 11
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: September 18, 2019

Submitted By: Mayor Javier Perea

Subject: Approval of Appointment for Bruce Zubia as new commissioner to the Planning and Zoning Commission to fill vacancy of a term expiring on September 5, 2021.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The Planning and Zoning Commission's function is to promote municipal planning, promulgate and enforce regulations governing the subdivision land within the platting and planning jurisdiction of the city to promote health, safety, moral or general welfare for the City of Sunland Park as allowed by State law.

This board consists of seven (7) members. Members are appointed by the Mayor with the consent of the City Council. While most members are residents of the City of Sunland Park, two of the members may be non-residents from within the city's urbanized territory or be a non-resident business owner within the city.

When each of the commissioner's terms comes up, the Mayor may request reappointment. In this case, this appointment is being presented to fill a vacancy left by a departing commissioner.

Recommendation: The recommendation is for the City Council approve the above- named to fill the term for that position.

Bruce Zubia

105 FIFTH ST, SUNLAND PARK, NM 88063 | 915-244-7080 | bruzubia@gmail.com

Education

BACHELOR OF BUSINESS ADMINISTRATION | MAY 2022 | NEW MEXICO STATE UNIVERSITY

- Major: Finance; Specialty: Banking and Financial Planning. GPA: 3.01
- Related coursework: Business Information Systems, Business & Professional Communication.

ASSOCIATES IN ARTS | MAY 2017 | DONA ANA COMMUNITY COLLEGE

Skills

COMMUNICATION/WRITING SKILLS

- Bilingual in Spanish.

MICROSOFT SUITE

- Proficient level use Microsoft Word & PowerPoint.
- Intermediate level use of Excel.
- Usage of Excel to perform & calculate petty transactions.

Experience

BRANCH ASSOCIATE | BBVA COMPASS | MAY 2018 – CURRENTLY EMPLOYED

- Delivered exceptional customer service experience while uncovering sales referral opportunities.
- Perform a variety of monetary transactions including paying out, deposits, balancing, etc.
- Supported the branch team by achieving referral goals and participated in targeted sales campaigns.
- Reviewed personal accounts to ensure federal and bank regulations were met.

TEAM MEMBER | WHATABURGER | JANUARY 2016 – FEBRUARY 2018

- Resolve customer service issues and address them appropriately.
- *Demonstrated responsibility with all Company assets and followed cash handling procedures.*
- Assumed command of restaurant operations while in manager absence.
- Worked rotating shifts including mornings, afternoons, nights, weekends, & holidays.

Volunteer

MEMBER | SIGMA CHI FRATERNITY | FALL 2018 – CURRENT

- Collaborated with pet adoption agencies for volunteer events
- Participated in the BIG EVENT at NMSU; cleaning the community of Las Cruces, NM.
- Used job networking to connect fraternity with businesses to throw fundraisers for Huntsman Cancer Foundation.

References provided Upon Request.

AGENDA ITEM NO. 12
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2018

Submitted By: Javier Guerra
SP Police Chief

Subject: A Resolution authorizing the Sunland Park Police Department to dispose of obsolete vehicles via publicly held auction.

Fiscal Impact:

Amount Budgeted:

Fund:

Amount Available:

Background: Police Department submitted a list of twelve vehicles to be auctioned. These vehicles are past their life expectancy, have accumulated high mileage resulting in high maintenance costs. These vehicles are no longer dependable as patrol vehicles, presenting a safety concern.

The Sunland Park PD currently has four reserve vehicles and the City of Sunland Park has a PD Vehicle Replacement Plan (Resolution 2017-19). Proceeds from the sale shall be returned to the Sunland Park Police fund, not the general fund and shall be used to purchase Police Equipment.

Recommendation: Approve.

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE SUNLAND PARK POLICE DEPARTMENT TO DISPOSE OF OBSOLETE VEHICLES VIA A PUBLICLY HELD AUCTION.

WHEREAS, Police Department submitted a list with twelve vehicles to be auctioned (see attachment A) and;

WHEREAS, these vehicles are past their life expectancy, have accumulated high mileage, resulting in high maintenance costs and;

WHEREAS, these vehicles are no longer dependable as patrol vehicles, presenting a safety concern.

NOW, THEREFORE, be it resolved by the governing body of the City of Sunland Park;

THAT, in accordance with City established practices and procedures the Sunland Park City Council does hereby find it appropriate to dispose of the vehicles on attachment A, via publicly held auction and;

THAT, proceeds from the sale shall be returned to the Sunland Park Police fund, not the general fund and shall be used to purchase Police Equipment.

DONE AND APPROVED this 18th day of September 2019.

ATTEST:

Daniel Carranco City Clerk

Javier Perea, Mayor

SEAL:

ROLL CALL VOTE:
Councilor Jessica Avila
Councilor Olga Nunez
Councilor Donald McBride
Councilor Bertha Salmon
Councilor Daisy G. Lira
Councilor Carolina Renteria

ATTACHMENT A



SUNLAND PARK POLICE DEPARTMENT VEHICLE FLEET AUCTION

UNIT	DRIVER	YEAR	MAKE	MODEL	VIN #	LIC #	COLOR	MILEAGE
637	Spare	2003	FORD	C/VIC	2FAFP71W63X193090	G81838	WHITE	129120
650	Spare	2008	FORD	C/VIC	2FAFP71V78X163403	G88690	WHITE	143042
652	Spare	2006	FORD	C/VIC	2FAFP71W86X117276	G89493	WHITE	180424
667	Spare	2006	FORD	C.VIC	2FAFP71W006X145136	G91974	WHITE	141126
670	Spare	2006	FORD	C/VIC	2FAFP71W26X145171	G92273	WHITE	113370
675	Spare	2008	FORD	C/Vic	2FAFP71V88X147226	G93236	WHITE	Unable to read mileage
676	Spare	2008	FORD	Expedition	1FMFU16588LA71055	G93795	WHITE	168734
1	Spare	2007	FORD	F-350	1FTWW33P47EA62033	G77878	MAROON	106452
Codes	Codes Officer	2008	CHEV	Charger	2B3KA3G08H333815	G03456	WHITE	119084
657	N/A	1987	GMC	Panel Truck	1GBFP22J6H3339223	G01966	BLUE	Unable to read mileage
656	Spare	2007	FORD	C/VIC	2FAFP71W57X111825	G90240	WHITE	108252
666	Spare	2008	FORD	C/VIC	2FAFP71V78X114002	G91975	WHITE	153121

AGENDA ITEM NO. 13
CITY OF SUNLAND PARK
CITY COUNCIL
(FOR INFORMATION ONLY)

Meeting Date: 9/18/2019

Submitted By: Crystal Jaime
City Librarian

Subject: Approval to accept KaBOOM! Grant Agreement.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The Sunland Park City Library was selected by Blue Cross and Blue Shield of NM to be awarded the Imagination Playground Grant. The KaBOOM! Grant partners the City of Sunland Park with the Healthcare Service Corporation to increase quality, fun and safe play opportunities for the children in Sunland Park.

KaBOOM! Is a national non-profit dedicated to giving all kids particularly those growing up in poverty in America the childhood they deserve, filled with balanced and active play, so they can thrive. KaBOOM! Has built or improved nearly 16,300 playgrounds, engaged more than one million volunteers and served 8 million kids. The Imagination Playground play space concept uses uniquely shaped foam Blocks and loose parts to empower children to design their own course of play.

Recommendation: Approve.



IMAGINATION PLAYGROUND AGREEMENT

09/10/19

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that Sunland Park Community Library (referred to herein as the Grantee) has agreed to accept from KaBOOM! and Health Care Service Corporation (referred to herein as the Funding Partner) an Imagination Playground (the "Grant"). This Imagination Playground Agreement (this "Agreement") sets forth the Grantee's obligations in connection with the Grant and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Grant.

1. Obligations of the Grantee. By executing this Agreement, the Grantee is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Delivery. The Grantee shall accept the delivery of the Imagination Playground by the mutually agreed upon delivery date. The Grantee shall work with KaBOOM! to establish a date for the delivery of the Imagination Playground Grant.
 - (b) Ownership. The Grantee is the owner of the Imagination Playground in its entirety, for the lifetime of the equipment and is responsible for all liability arising out of or otherwise relating to ownership, use, maintenance or repair of the Imagination Playground. In the event any of the Imagination Playground equipment included in the Grant can no longer be owned and maintained by the Grantee, the Grantee shall promptly notify KaBOOM! and shall, at the Grantee's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the Imagination Playground to an alternate site that serves children and shall ensure that the successor controlling person of the Imagination Playground shall continue to make the Imagination Playground available to children and shall maintain the Imagination Playground in accordance with the maintenance instructions.
 - (c) Maintenance. Maintenance of the Imagination Playground and supervision of its use is the sole responsibility of the Grantee. The Grantee shall maintain the Imagination Playground in accordance with maintenance instructions.
 - (d) Storage and Space. The Grantee agrees to provide a minimum of 74"x27"x37" of storage space for the four Imagination Playground carts. The Grantee has access to a minimum of 450 square feet of open space where the Imagination Playground shall be used.
 - (e) Grant Reporting. The Grantee shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! in regards to obtaining information related to the Grant. This shall include but is not limited to:
 - (i) The Grantee shall submit a Programming Plan to KaBOOM! within 28 days of this executed Agreement.
 - (ii) The Grantee shall submit a Final Report within 14 days following the delivery of the Imagination Playground.
 - (iii) The Grantee shall submit a completed follow-up survey to be provided by KaBOOM! within three months following the delivery of the Imagination Playground.
 - (f) Promotion; Intellectual Property. The Grantee shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Grant or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Grantee shall submit a pre-approved press release using a KaBOOM! provided template to a minimum of one media outlet. If

requested, Grantee agrees to collaborate with a representative from the Funding Partner to plan and host a grant award presentation, prior to, on, or just following the arrival of the Imagination Playground.

- (g) Logos. The Grantee shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on the Imagination Playground cart.
- (h) Warranty. The Imagination Playground may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Grantee acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Grantee agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.
- (i) Insurance. The Community Partner participates in a modified self-funded plan and is responsible for providing coverage for its own employees and against liability for bodily injury, death and property damage that may arise out of or be based on the use of the playground at "Community Partner location", from 7 (seven) calendar days before the Build Day and for a minimum of one year afterward, in each case, in amounts not less than seven hundred fifty thousand dollars (\$750,000). This insurance shall be primary and non-contributing with any other insurance covering KaBOOM! and its funding partners.
- (j) Indemnification. Up to the limits allowed for municipalities under the New Mexico Tort Claims Act and within the policy limits of the New Mexico Self Insurer's Fund, the Grantee shall indemnify, defend and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, investigations, inquiries, claims, suits or damages, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Grant or resulting from the ownership or use of the Imagination Playground, including those for personal injury, death, or property damage, maintenance and repair; except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.

2. Obligations of KaBOOM!

- (a) Imagination Playground. KaBOOM! shall provide technical and organizational leadership and guidance for the Grant and shall:
 - (i) Coordinate Funding Partner participation for the Grant and shall work with vendors to procure equipment and materials in a timely manner.
 - (ii) Manage shipping and logistics for the Grant in coordination with the Grantee.
 - (iii) Make available certain educational and promotional materials related to the Grant.
 - (iv) Provide templates for all reports, surveys, press releases and programming plan.
- (b) Promotion. KaBOOM! will provide promotional materials relating to the Grant for the Grantee's review and approval, which approval shall not be unreasonably withheld or delayed.

- 3. Termination. In the event that the Grantee breaches this Agreement, KaBOOM! may terminate this Agreement upon written consent to the Grantee of such termination. Breach of this agreement may warrant forfeiture of this

grant and require the Grantee to return the Imagination Playground to KaBOOM! at the expense of the Grantee. KaBOOM! has the sole right, at its discretion, to waive or postpone any deadline or requirement stipulated in this Imagination Playground Agreement.

4. General Provisions. The Grantee represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Grant Application, is true, correct and complete in all respects and does not omit any information relevant to the Grant. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j), Sections 2(b), 3, and 4 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Imagination Playground Agreement where indicated below, each of KaBOOM! and the Grantee agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

**Sunland Park Community
Library**

KaBOOM!, Inc.

By:

Name: Julia Brown
Title: City Manager

Address:
1000 McNutt Rd,
Sunland Park, NM, 88063
T: 575-589-7565 ext. 1007
F: 575-589-1222
e-mail:
[julia.brown@sunlandpark-
nm.gov](mailto:julia.brown@sunlandpark-nm.gov)

By: _____
Name: Gerry Megas
Title: Chief Financial Officer

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464- 6180
F: (202) 659-0210
e-mail: gmeegas@kaboom.org



imagination playground™

grant activation kit

updated March 2019

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congratulations!

Congratulations on your Creative Play Grant! We are so pleased that you will soon be bringing this innovative equipment to the children of your community.

The Funder and KaBOOM! are excited to provide the Imagination Playground™ grant to your organization. As part of this grant, we want to recognize the Funder's contribution and work closely with the Funder and KaBOOM! to maximize the impact of the Imagination Playground™.

In order to be best prepared for the next steps necessary to obtaining your Imagination Playground™ and a potential grand reveal event, this document is intended to help guide you through some best practices and suggestions for using the product, training Play Associates, and executing an unveiling event. If you have any questions, please contact your grants administrator.

next steps

The first step is to submit a signed Letter of Agreement to KaBOOM!. Referring to your Letter of Agreement, you'll see there are a couple documents you'll need to complete and submit, reports you'll need to complete and actions that need to be taken. They are outlined below:

- Two weeks after receiving the Imagination Playground™ Award letter submit your Certificates of Insurance and your Programming Plan.
- Two weeks after the delivery you should be contacted by your grants administrator to complete a Post Delivery Survey.
- Three months after the Imagination Playground in a Cart™ has been delivered, you will need to fill out and submit the Three Month Survey.

about KaBOOM!

KaBOOM! is the national non-profit dedicated to giving all kids—particularly those growing up in poverty in America—the childhood they deserve filled with balanced and active play, so they can thrive. Since 1996, KaBOOM! has collaborated with partners to build, open or improve nearly 16,300 playgrounds, engaged more than one million volunteers and served 8.1 million kids. KaBOOM! creates great places to play, inspires communities to promote and support play and works to drive the national discussion about the importance of play in fostering healthy and productive lives. To learn why #playmatters and why cities are embracing #playability: visit kaboom.org or join the conversation at twitter.com/kaboom or facebook.com/kaboom.



introduction

Imagination Playground™, a breakthrough playspace concept created by architect David Rockwell for Imagination Playground LLC, uses uniquely shaped foam Blocks and loose parts to empower children to design their own course of play. A kit contains a wide variety of shapes, including cubes, bricks, cogs, curves and cylinders. With a focus on loose parts, Imagination Playground™ offers a changing array of elements that allow children to constantly reconfigure their environment and to design their own course of play. But the parts are not simply loose. They have holes and shapes that fit together in ways that allow the continuation of a child's idea. A pair becomes a wall. A wall becomes a room. A room becomes a house. Giant foam Blocks, mats, wagons, fabric and crates overflow with creative potential for children to play, dream, build and explore endless possibilities.

product details

Grant includes: 2 Imagination Playgrounds in a Cart™, all contents and Play Associate training

Recommended age group: 2 years and up

Minimum play area: 225 sq. ft. (per two components)

Container specifications: Approximately 74" L x 27" D x 37" H (per component, four components total); steel and wood frame with phthalate-free vinyl fabric

Weight: Approximately 600 lbs. (including contents, 150lbs. per component)

Site condition: For use in indoor or enclosed outdoor settings. The storage units must be placed on a solid, level surface; not soft surfaces such as gravel, sand or mulch. They are not recommended for storage in extreme outdoor weather conditions such as heavy rain, snow and freezing temperatures. Adult supervision is required at all times.

Content includes: 4 weather-resistant storage units, 4 weather-resistant cart covers, 210 blue foam Imagination Playground™ blocks in 15 different shapes, 30 foam noodles, 30 play balls, assorted fabric pieces

Training + orientation: 2 user's manuals, online Play Associates training session

To learn more about the concepts behind Imagination Playground™ and how it can benefit your community, please visit kaboom.org/imaginationplayground. You can also watch an on-demand training on this topic by visiting https://kaboom.org/creative_play/imagination_playground/playing#paresources (see page 6 of this document for more information).

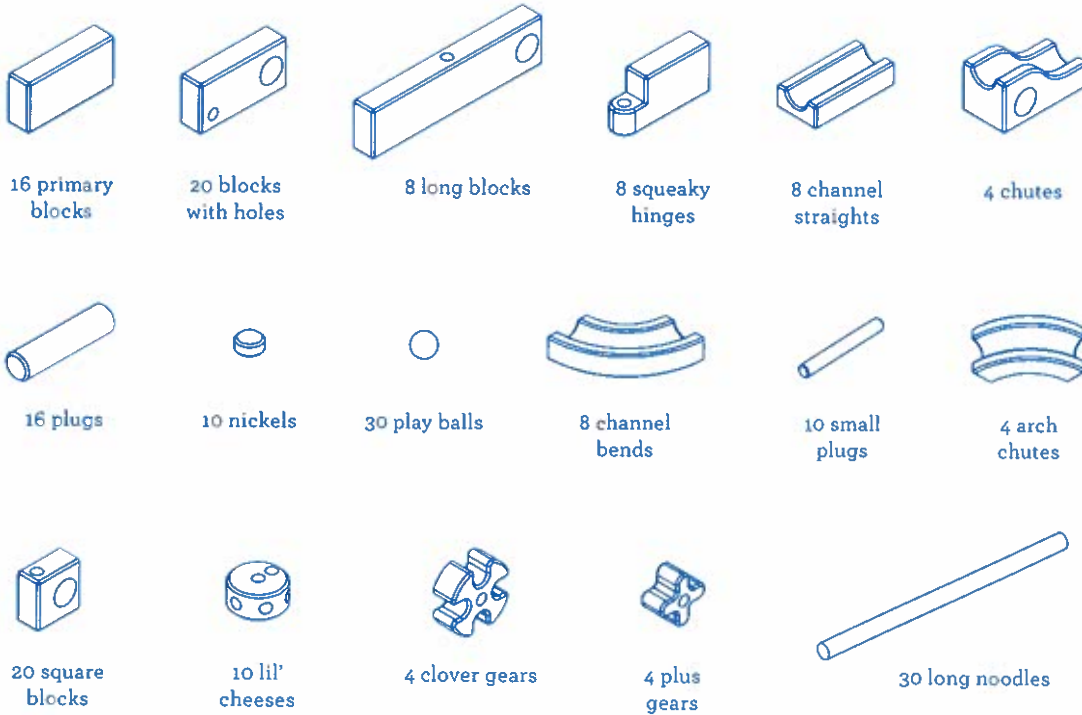
Safety: Storage units should only be moved by adults and are not to be used by children as part of the play kit.

Contact: Please submit information and any questions to grants@kaboom.org.



inventory

Before and after each event, you will need to conduct an inventory of your materials. Below, you will find a full listing of parts included in your Imagination Playground in a Cart™.



additional found parts

In order to facilitate creative play onsite, Play Associates may want to include additional found parts to event set-up. Examples include: cardboard boxes or tubes, push carts or wheelbarrows, balls of various sizes, packing materials, traffic cones, additional fabric, pool noodles, baskets, hula hoops, milk cartons, foam core and PVC pipes.

planning for arrival

Once the product is ready to ship, KaBOOM! will contact your site representative to arrange delivery details. Please choose a set of dates and a four-hour time frame during which you can receive the delivery. You will need to provide the name and contact information for an onsite contact who will be available to meet the driver on the day of delivery. The shipping agent will be in contact with you for additional details.

Note: *If you require a second-story installation, but do not have an elevator, please notify your KaBOOM! representative.*

Your Imagination Playground in a Cart™ will be delivered from a truck with a lift gate on the date arranged with the shipping company. The driver will be instructed to call prior to arrival. Upon arrival, the driver has been instructed to unload the shipment from the truck and place in your facility. The Imagination Playground in a Cart™ must be placed on a cement/asphalt/hard surface at its final, permanent location.

Note: *Each cart weighs approximately 150 lbs. and must be placed on a hard, flat surface.*

Please be sure to inspect the Imagination Playground in a Cart™. Information about the carts (dimensions, weight, etc.) is located on page 3 of this document.

Note: *Any damage or defects should be reported to KaBOOM! immediately.*

The Imagination Playground in a Cart™ must be stored in a secure, enclosed space. Additionally, the Imagination Playground in a Cart™ should not be left outdoors without supervision and should be covered from rain, snow and other inclement weather.



Play Associate training



Play Associates are a key component to the Imagination Playground™ concept. Play Associates are trained adults who enable a setting in which children can direct their own play. They allow play activity to evolve naturally by maintaining a safe and secure environment, and by renewing and varying the supply of loose parts. KaBOOM! highly recommends that all grantee organization have Play Associates trained and undergo background checks prior to using Imagination Playground™. The Play Associate training is available for free in an online, on-demand format: https://kaboom.org/creative_play/imagination_playground/playing#paresources.

roles of a Play Associate

Always remember the role of a Play Associate is to:

- Maintain the safety of the playground and prevent the children from climbing on the Blocks or hitting each other with them.
- Set the initial stage for children to play.
- Observe children's play and identify needed resources or problems by listening to and observing the children.
- Sometimes animate play ideas by modestly demonstrating different play possibilities and uses of materials from the sidelines.
- Build relationships with children and parents.
- Promote fair and caring behavior by their own demonstration and by gently intervening in conflicts when necessary.
- Animate, facilitate and extend play.
- Encourage choice and self-confidence by presenting opportunities for children to extend their play.
- Encourage team work.
- Ensure a safe and hygienic environment.

volunteer program

If you will be organizing an official volunteer program for your Imagination Playground™, here are some questions to consider:

- If a volunteer program doesn't exist, how do you plan to put a volunteer program together?
- What is the minimum number of Play Associates who will be trained?
- Where will you recruit volunteers from?
- How will they be trained (ex: in-person, individual, groups, online)?
- Who will manage the volunteer program?
- What is your plan for keeping Play Associates, as attrition might occur?
- How will you obtain background checks and maintain them for your records?
- Who will maintain your Imagination Playground in a Cart™?
- How will you monitor that there are enough Play Associates to the number of kids playing?
- Do you have a set schedule for when the Imagination Playground in a Cart™ will be open for play?
- What is the frequency and schedule of maintenance?
- Do you have a point of contact for the Play Associate program at your organization?

care

Imagination Playground in a Cart™ was designed to be customized to a community's needs. The storage units have wheels which allow them to be moved indoors or outdoors as needed on a solid, level surface. All product materials/components must be stored in a secure, enclosed space. It should not be left outdoors without supervision and should be covered from rain, snow and other inclement weather.

Use a non-toxic detergent and water with a sponge or a soft-bristle scrub brush to clean your Imagination Playground™ blocks and storage units. Do not use strong cleaners (such as bleach), which can potentially harm the surface of the Blocks. The inside of your carts should be dry before the Blocks and other loose parts are stored inside.

For more information on Play Associates and Imagination Playground™ maintenance, please refer to the Imagination Playground™ Play Associate Training and User's Manual.





safety

Imagination Playground™ should always be used in a secure and safe environment for children to play. Imagination Playground™ blocks and loose parts are intended for children ages two and up. **Always follow all applicable safety rules and procedures with Imagination Playground™.** Play Associates, parents, or caregivers should always be present during play sessions. As a general guideline, a Play Associate to child ratio of at least one Play Associate to 20 children (ages five through twelve years old) is recommended when Imagination Playground™ products are in use.

While safety is crucial, we aren't suggesting that you remove all challenges from the site. Part of playing and learning new concepts and skills for children is to have opportunities to take safe risks. Children should be allowed as much risk as they can reasonably handle without injury. Play Associates are responsible for keeping a watchful eye and deciding just how far to let children explore loose parts play while adhering to the safety rules designated onsite.

Monitor where the materials are taken, and be sure they are not deposited within the bounds of the active areas of a playground including areas with fixed play equipment, where they could be a hazard to running and sliding children. Play sessions may become active and boisterous. Be watchful and ready to step in and give direction. Encourage children to take turns and share. If there are too many Blocks and loose parts in the given area, put some away.

Please be aware of particular safety issues:

- Children are not permitted to play on or with the storage units.
- Make sure that all materials offered for play are age-appropriate.
- Do not allow children to stand on or jump off of stacked Blocks.
- Do not allow ropes and fabrics to be used on fixed equipment or tied around children to avoid the possibility of strangulation.
- If you use sand, do not allow the children to throw sand.
- If using a sand box in the play area, limit the number of children in the sand box.



executing an unveiling event

Grand reveal events can take many forms—from smaller play events hosted at your facility to large-scale community-wide celebrations, indoors or outdoors, from toddlers to “tweens.” Whatever the size, scope, location and design of your event, the Funder and KaBOOM! will work closely with you to invite the media and key stakeholders and to maximize the opportunity to interact with the kids as they play with the Imagination Playground™. The success of a grand reveal event depends on your collaboration with the Funder and preparations in advance. Below you will find some tips for planning your event, but please remember that you will coordinate the specific details with your Funder representative.

planning your event

Before you arrive onsite, you will need to detail the following to your team:

Date and time

- What day is the event?
- When should volunteers arrive?
- What time does the event open to the public?

Location

- Where is the event located?
- Is the event indoors or outdoors? If outdoors, what is the plan for inclement weather?

Play Associates & volunteers

- Have staff/volunteer Play Associates been properly trained to work with Imagination Playground™? *(See more about training and Play Associates on page 6.)*
- Have your volunteers undergone the appropriate background checks?
- What should volunteers wear to the event?
- How many volunteers will be working the event?
- Are there rotations that will allow for breaks during the event?



Kids

- Seeing kids interact with Imagination Playground™ blocks is the strongest visual for reporters and photographers. Approximately 25–50 children is a good number to aim for.
- Is the event open to the general public?

Contact information

- Do the organizers have contact information and cell phone numbers for all volunteers?
- Do the volunteers have a person to contact in case of an emergency?

Talking points

- Have your volunteers been prepped with the appropriate talking points and FAQs?

Photography

- If you plan to use photos or video from the event, have you developed photography release waivers or signage that indicates photography will be used for promotional purposes?
- The Funder and KaBOOM! would love to share photos from your event on social media. What is your plan to ensure that children have the appropriate release waivers signed by a parent or guardian so that photos/video may be used for promotional purposes?
- If any of the children or families you invite cannot be photographed or prefer not to have their photograph shared externally, consider using wrist bands, stickers, different colored t-shirts or another visual representation to identify those who can and cannot be photographed.

creating strong visuals

Cart: While the outside of the physical cart is not very interesting, once the covers are removed, the focus will shift to the inside and any signs or banners placed on the outside could be hidden. Opening the cart to unveil its contents can make a great photo opportunity.

Kids playing: Kids playing with sand, water and the Imagination Playground™ blocks is always a favorite visual for reporters. Usually, children are so engaged with the Blocks they don't pay any attention to the cameras around them.

Staff, VIPs, partners and guests posing with the cart, block sculptures, etc: It's helpful to stage a photo with kids playing in the foreground, because some images can be confusing if they are out of context.

Banners: Banners placed above Imagination Playground in a Cart™, around it and near the speakers often make the photos more playful. Any banners placed on the perimeter of the playground (near the entrance, on the fence, etc.) receive very little coverage, because photographers mostly focus their cameras downward, capturing images of kids playing with the Blocks on the ground.

T-shirts: Providing t-shirts with your logo for kids to wear during the event is a great way to visually represent your organization in photographs and on camera.



run of show for the event

- You will plan the details, timing and format for the event with your representative from the Funder, but it's a good idea to start thinking now about one representative from your organization who can say a few words of welcome and appreciation.
- Will the children do any sort of performance (song, dance, etc.) for the group or presentation (artwork, etc.) as a thank you for the Funder?
- Consider using the Imagination Playground™ blocks to create a podium as part of your event set-up (see below).

inviting the media and VIPs

- These invitations will also be coordinated with your representative from the Funder, but it's a good idea to start thinking of relationships you already have, relationships you would like to leverage and relationships you would like to build.
- Who will be your organization's spokesperson if media does arrive, or if the Funder would like to interview someone for a video?
- Consider preparing your spokesperson for questions like: What did your organization do to receive the Imagination Playground in a Cart™ and who are the partners that are making this opportunity possible? Why are play and innovative concepts such as Imagination Playground™ important to the health and well-being of the children you serve/in your community?

staging your event

In order to give your play area a spirited look and feel, consider arranging your Imagination Playground™ blocks in playful configurations that will give the children and staff/volunteers/family members some good starting ideas for constructions of their own. Consider including a playful Thank You banner in the vicinity of where the event will take place.

seating areas

Often, adults will want to sit alongside the play area, watching their children play from a short distance. You may want to provide folding chairs or benches for this purpose, or you may want to build a bench or two from the Imagination Playground™ blocks within the play space so that parents can also be part of the fun.

social media

Please “like” and “follow” each of the social media accounts for the Funder and KaBOOM!. Social media is also a great way for grantees to publicize their event. On the day of the grand reveal or shortly after, please post pictures and a thank you on Facebook and/or Twitter using the handles of the Funder and KaBOOM! with the hashtag #playmatters.

KaBOOM! social media

- **Facebook:** [facebook.com/kaboomimaginationplaygroundgrants](https://www.facebook.com/kaboomimaginationplaygroundgrants)
- **Twitter:** @kaboomIPgrants
- **Instagram:** @kaboom
- **Pinterest:** [pinterest.com/kaboomplay](https://www.pinterest.com/kaboomplay)
- **LinkedIn:** [linkedin.com/company/kaboom](https://www.linkedin.com/company/kaboom)
- **YouTube:** [youtube.com/kaboomplay](https://www.youtube.com/kaboomplay)
- **Flickr:** [flickr.com/kaboomplay](https://www.flickr.com/photos/kaboomplay)

Recommended posts *(please include pictures)*

- Thank you, @[FUNDER] and @kaboom, for helping to bring play, creativity and fun to our community! #playmatters
- We’re extremely grateful to @[FUNDER] for its generous support of play, our kids and the community!
#playmatters @kaboomIPgrants @kaboom
- Thanks again to @[FUNDER] for helping kids grow into healthy, active and successful adults! @kaboom @kaboomIPgrants #playmatters





common questions about the grand reveal

When should I have my unveiling event?

The morning hours have worked well for other events. The lighting is good, the kids are still fresh and excited and local broadcast news outlets have plenty of time to create a package for the evening news. News crews are also less likely to have breaking news monopolize their time.

Where's the best place to have my event?

Ideally, the event should take place outside in an area where all the elements of Imagination Playground in a Cart™ can be fully showcased. We've seen successful events on both blacktop and open grassy areas, but a combination of the two is also nice. The additions of sand and water also provide for enhanced free play with Imagination Playground™.

What about the kids?

Kids interacting with the Imagination Playground™ blocks is the strongest visual for reporters and photographers. Thus, invite a good number of children (25-50) to freely play with the Blocks. Be careful not to have children come too early, otherwise they will be fidgeting through the morning speeches.

Although kids are naturally drawn to the Imagination Playground™ blocks, it is often better to introduce them to Imagination Playground in a Cart™ a few days before the event, so that they're familiar with them and are not overwhelmed when it is time to play in front of the cameras.

Who else should be there?

Trained Play Associates should be on site and uniformed to stand out from all the other adults who will be present during the unveiling. Trained Play Associates are a critical component to Imagination Playground in a Cart™ and should be singled out for media interviews, since they're just as integral to the Imagination Playground™ experience as the blocks. Make sure your Play Associates have had media training and can answer a range of questions about Imagination Playground in a Cart™, the Funder, KaBOOM! and the public's access to the new play equipment to ensure that parents watching the news know the appropriate time when they can bring their children to play with the new equipment.

Make sure to also brief your VIPs prior to the event. They will likely be asked similar questions to Play Associates, such as:

- What did your organization do to receive the Imagination Playground in a Cart™?
- Why are play and innovative concepts, such as Imagination Playground™, important to the health and well-being of your children?
- What else do you do to support play and healthy childhood development at your site?



frequently asked questions about Imagination Playground™

The partnership

Imagination Playground™ is a breakthrough playspace concept conceived and designed by architect David Rockwell to encourage child-directed, unstructured free play. Inspired by the creative play of his own children with boxes and other found objects, David set out to create a new model for playground activities. He soon found someone who shared his vision: Darell Hammond, founder of KaBOOM!, the national non-profit to giving all kids—particularly those growing up in poverty in America—the childhood they deserve filled with balanced and active play, so they can thrive. Together, they formed Imagination Playground™ to further their mission of bringing new forms of free play to communities across the country and throughout the world.

What is Imagination Playground™?

Imagination Playground™ is a new play system designed by architect David Rockwell that encourages unstructured, child-directed “free play.” The concept includes three key elements:

- **Manipulable environment:** Sand and water provide the raw materials for creativity, sensory exploration and imagination.
- **Loose parts:** David Rockwell’s signature blue building Blocks and a changing collection of “found parts” allows children to create their own play environment.
- **Play Associates:** Play Associates are trained workers or volunteers who maintain the safety and integrity of the environment. Imagination Playground™ has developed a curriculum that will train these workers to properly implement an Imagination Playground in a Cart™.

This unique combination of elements enables children to create a great new playground each time they visit.

How is Imagination Playground™ different than other playgrounds?

Traditional playgrounds consist primarily of fixed equipment, such as slides, monkey bars and teeter-totters. Imagination Playground™ prompts children to manipulate their environment and create a playground of their own design using sand, water, loose parts and, of course, their imagination! Imagination Playground™ can be used by itself, or in conjunction with traditional playground equipment.

What are Imagination Playground™ blocks made of?

They are made of low carbon impact, non-toxic foam manufactured in the United States. The closed-cell foam is soft, lightweight and waterproof. It is resistant to sun, heat, mold, mildew, corrosion and micro-organisms.

Are the Blocks flammable?

The particular type of molecular linking used to bond the foam ensures that when exposed to an open fire the blue Blocks will smolder, but not catch fire.



Can I get the blue Blocks in different colors?

Rockwell Group chose one color for the foam Blocks in order to facilitate more imaginative play, without any distraction or competition that might arise from having multi-colored toys. In the design process, blue was the color that tested most favorably with both boys and girls.

Can the signature blue Blocks be cleaned?

The blue Blocks can be easily cleaned with a scrub brush, soap and water.

Do the Blocks come in different sizes?

There are a range of sizes within each set, specially designed to prompt collaborative play amongst children.

Are the Blocks safe?

The Blocks are non-toxic and resistant to germs, mold and mildew. They are sturdy enough to withstand the elements and soft enough to protect children from injury if they fall on the Blocks. Additionally, trained Play Associates are instructed to maintain the safety of the playground and will prevent the children from climbing on the Blocks or hitting each other with them.

Can you clarify the role of the Play Associate?

Play Associates set up and step back. Play Associates manage the space and the Imagination Playground™ loose parts, and they will be responsible for making daily safety checks of the entire site. Play Associates do not direct play or teach children how to use the objects or environment. They might sometimes quietly demonstrate a different use of materials but there will be no teaching or schedule of recreation programs. What children do will be the result of their inherent curiosity and urge to play. Play Associates will enable children to play in ways that would not be possible without a trained staff to monitor the resources.

Is Imagination Playground™ intended for indoor or outdoor use?

It was designed to be customized to a community's needs, therefore Imagination Playground™ can be implemented in any situation, in any community. We foresee Imagination Playground™ at daycare centers, schools, Boys and Girls Clubs, children's museums, hospitals... in essence, anywhere there are kids. Imagination Playground in a Cart™ storage units have wheels which allow them to be moved indoors or outdoors as needed.

Is Imagination Playground™ intended to be mobile or must the equipment remain on the site that purchased them?

Imagination Playground™ products are designed to be semi-mobile, meant for occasional travel over short distances on the wheels attached to the storage units. If you would like to move the equipment over a longer distance, the storage units will easily fit onto the bed of a trailer.

13-19



AGENDA ITEM NO. 14
CITY OF SUNLAND PARK
CITY COUNCIL

Meeting Date: 9/18/2019

Submitted By: Estephania Cazale,
City Planner

Subject: Approval of a Resolution Adopting the Senior Center Facilities Infrastructure Capital improvement Plan (ICIP) for FY 2021-2025

Fiscal Impact:

Amount Budgeted:

Fund:

Amount Available:

Background: Senior Center Facilities ICIP is very important to the city because establishes priorities for anticipated capital projects and needs. The Senior Center Facilities ICIP provides a prioritized list of projects including predicted cost. Entities are faced with pressing demands for multiple capital improvements and limited funding. For that reason, the Senior Center Facilities ICIP process helps to identify the most critical needs facing the community.

This resolution will supersede Resolution No.2018-52, please see attached.

Recommendation: Approval

RESOLUTION NO. 2019-__

**APPROVAL OF A RESOLUTION ADOPTING THE SENIOR CENTER FACILITIES
INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR 2021-2025.**

WHEREAS, the City of Sunland Park recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, be it resolved by the governing body of the City of Sunland Park;

(I)

THAT, The City of Sunland Park has adopted the attached Senior Center Facilities FY 2021-2025 Infrastructure Capital Improvement Plan, (see attachment "A") and

(II)

THAT, It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure and;

(III)

THAT, This resolution supersedes Resolution No. 2018-52.

PASSED, APPROVED and ADOPTED this 18th day of September 2019.

ATTEST

Daniel Carranco, City Clerk

Javier Perea, Mayor

Roll Call:

Councilor Donald McBride
Councilor Olga Nunez
Councilor Carolina Renteria
Councilor Daisy Lira
Councilor Bertha Salmon
Councilor Jessica Avila

**CITY OF SUNLAND PARK
RESOLUTION NO. 2018-52**

**APPROVAL OF A RESOLUTION ADOPTING A SENIOR CENTER INFRASTRUCTURE
CAPITAL IMPROVEMENT PLAN (ICIP) FOR 2020-2024.**

The City Council is informed that:

WHEREAS, the City of Sunland Park recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts.

NOW, THEREFORE, be it resolved by the governing body of the City of Sunland Park;

(I)

THAT, the City of Sunland Park has adopted the attached FY 2020-2024 Senior Center Infrastructure Capital Improvement Plan, (see attachment "A") and
(II)

THAT, it is intended that the Senior Citizen Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

(III)

THAT, this resolution supersedes Resolution No. 2016-44

PASSED, APPROVED and ADOPTED this 2nd day of October 2018.

ATTEST

Daniel Carranco
Daniel Carranco, City Clerk

Javier Perea
Javier Perea, Mayor



Roll Call:

Mayor Pro-Temp Donald McBride	Aye
Councilor Olga Nunez	Aye
Councilor Carolina Renteria	Absent
Councilor Daisy Lira	Aye
Councilor Bertha Salmon	Absent
Councilor Jessica Avila	Aye

FY 2021 – 2025

Senior Center Facilities

ICIP (Infrastructure Capital

Improvement Plan)

Notice of Public Meeting

Date : Monday September 9th, 2019.

Time: 6:00 pm

Location : City Council Chambers

1000 McNutt Rd.

Sunland Park, NM 88063

The purpose of this meeting is to educate the public and obtain input for the 2021 Senior Center Facilities Infrastructure Capital Improvement Plan (ICIP). The ICIP plan establishes planning priorities for anticipated infrastructure projects for the Senior Center Facilities. This is an opportunity for our residents to let us know what are the needs in their community.

Your attendance is important. If you cannot attend this meeting please submit the attached survey to the address below or via

email to :

louise.marquez@sunlandpark-nm.gov

For more information please contact :

City of Sunland Park

Community & Economic Development Department

950 McNutt Rd., Sunland Park, NM 88063

Ph. (575) 589-3631 Fax (575) 589-7481



FY 2021 – 2025

Plan de Mejora de

Infraestructura Capital para el

Centro de Adultos Mayores ICIP

Aviso de Reunion Publica

Fecha: Lunes 9 de Septiembre del 2019.

Hora: 6:00 pm

Lugar: Camara Municipal

1000 McNutt Road

Sunland Park, NM 88063

El propósito de esta reunión es educar al público y obtener información para el Plan de Mejora de Infraestructura Capital para el Centro de Adultos Mayores 2021 (ICIP). El plan de ICIP establece prioridades de planificación para proyectos de infraestructura anticipados para el Centro de Adultos Mayores. Esta es una oportunidad para que nuestros residentes nos informen cuáles son las necesidades de su comunidad.

Su asistencia es importante. Si no puedes asistir a esta reunión por favor envíe la encuesta adjunta a la dirección a continuación o por

correo electrónico a:

louise.marquez@sunlandpark-nm.gov

Para obtener más información por favor llamar al:

Ciudad de Sunland Park

Departamento de Desarrollo Económico y Comunitario

950 McNutt Rd., Sunland Park, NM 88063

Ph. (575) 589-3631 Fax (575) 589-7481

CITY OF SUNLAND PARK

FY 2021 – 2025 ICIP Centro de Adultos Mayores Encuesta / FY 2021 – 2025 Senior Center Facilities ICIP Survey

Por favor responda basado en sus prioridades para el plan vigente del Centro de Adultos Mayores ICIP. Si tiene alguna otra recomendación por favor escribirlo en el área de comentarios.

Please respond to the rank of projects based on your priorities for the current Senior Center Facilities ICIP Plan. If you have any other suggestions please fill in the bottom section under additional comments.

Proyectos Anticipados	Anticipated Projects	Rango /Ranking
<p>Mejoras para el Edificio de los Adultos Mayores Mejorar los pisos y diseño del patio para hacer un mejor uso del espacio exterior; incluyendo sillas, mesas, paisajismo y una sombra para la protección.</p>	<p>Senior Center Building Improvements Flooring and a courtyard to make use of unused outdoor space, including benches and tables, landscaping and shade protection.</p>	
<p>Equipamiento Interior Comprar y equipar de mesas de cocina y sillas. Sillas y mesas van a ser reemplazadas con nuevo equipo.</p>	<p>Interior Equipment To Purchase, install and equip kitchen tables, chairs, and booths. Tables and chairs will be replaced with new equipment.</p>	
<p>Americanos con Discapacidades - ADA (siglas en Ingles) Planificar, diseñar, construir, comprar e instalar equipo para discapacitados. Incluyendo rampas y banqueta.</p>	<p>ADA Improvements To Plan, design, construct, purchase, install and equip ADA improvements, including sidewalks.</p>	
<p>Vehículos de la Ciudad - Vagonetas Tres (3) vagonetas van a ser compradas en 2021, dos (2) vagonetas in 2022, y una (1) en 2023. La ciudad actualmente no tiene ningún programa de vehículos para adultos mayores.</p>	<p>City Vehicle - Vans Three (3) vans to be purchased in 2021, two (2) vans in 2022, and one (1) in 2023. The city currently does not have any senior program vehicles.</p>	
<p>Paneles Solares para el Edificio de los Adultos Mayores Planificar, diseñar, construir, comprar e instalar sistema de paneles solares.</p>	<p>Solar Senior Building To plan, design, construct, purchase, install and equip Solar system</p>	
<p>Comentarios Adicionales / Additional Comments:</p>		



City of Sunland Park, NM

ICIP FY2021 -2025

Public Meeting/September 9th, 2019



SENIOR CENTER FACILITIES INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FISCAL YEAR 2021-2025



WHAT IS AN ICIP?

Infrastructure Capital Improvement Plan

- A plan that establishes planning priorities for anticipated capital projects
- Covers a **five-year period**
- **Current Plan FY 2021-2025**
- Funding agencies utilize the ICIP in many ways (capital appropriations, grants etc.)

WHICH ENTITIES PARTICIPATE?

- Municipalities
- Counties
- Tribal Governments
- Acequias (Irrigation Community)
- Land Grants
- Special Districts (that are political subdivisions)

AN ICIP IS NOT...

- A Wishlist
- Funding Application
- Funding Source

WHY IS IMPORTANT TO PARTICIPATE IN THE ICIP?

- Establishes priorities
- Increases funding opportunities

WHY IS THE ICIP IMPORTANT?



THE ICIP IS A TOOL TO
SHOWCASE YOUR
ENTITY (CITY) PRIORITY
PROJECTS



THE ICIP PROCESS
HELPS TO IDENTIFY THE
MOST CRITICAL NEEDS
OF THE COMMUNITY



ENCOURAGES
PLANNING



FOCUS ON CRITICAL
NEED PROJECTS



PARTICIPATION IS
STRONGLY
ENCOURAGED

AN ICIP PROJECT SHOULD...

- Include a project detail description of each specific infrastructure capital improvement project, funding time frames, and estimated costs.
- Have a life expectancy of at least 10

years

PREVIOUSLY FUNDED PROJECTS

FY2020-2024 (State Amount)

- Parks & Playgrounds Improve
\$100,000
- Public Works Vehicle Purchase/Equipment
\$100,000
- Splash Pads
\$500,000
- Crawford Rd. & Drainage Improvement
\$75,000
- Riverside Dr. Road & Drainage Improvement
\$150,000
- Road & Drainage Improvement
\$96,000

POTENTIAL PROJECTS BY CATEGORY (IN ALPHABETICAL ORDER)



ADA IMPROVEMENTS

- To plan, design, construct, purchase, install and equip ADA improvements, including sidewalks.



BUILDING IMPROVEMENTS TO SENIOR CENTER

- Flooring and a courtyard to make used of unused outdoor space.
- To include benches, tables, landscaping and shade protection.



CITY VEHICLES - VANS

- Three (3) vans to be purchased in 2021, two (2) vans in 2022, and one (1) in 2023.
- The city currently does not have any senior program vehicles.



INTERIOR EQUIPMENT

- To purchase, install and equip kitchen tables, chairs, and booths.
- Tables and chairs will be replaced with new equipment.





SOLAR SENIOR BUILDING

- To plan, design, construct, purchase, install and equip Solar system for senior facilities.

PROPOSED PROJECTS FOR FY2021 -2025 SENIOR FACILITIES ICIP:

CITY OF STUNLAND PARK

FY 2021 – 2025 ICIP Centro de Adultos Mayores Encuesta / FY 2021 – 2025 Senior Center Facilities ICIP Survey

Por favor responda basado en sus prioridades para el plan vigente del Centro de Adultos Mayores ICIP. Si tiene alguna otra recomendación por favor escribirla en el area de comentarios.

Please respond to the rank of projects based on your priorities for the current Senior Center Facilities ICIP Plan. If you have any other suggestions please fill in the bottom section under additional comments.

Proyectos Anticipados	Anticipated Projects	Rango/Ranking
Mejoras para el Edificio de los Adultos Mayores Mejora los pisos y diseño del patio para hacer un mejor uso del espacio exterior: incluyendo sillas, mesas, paisajismo y una sombra para la protección.	Senior Center Building Improvements Flooring and a courtyard to make use of unused outdoor space, including benches and tables, landscaping and shade protection.	
Equipamiento interior Comprar y equipar de mesas de cocina y sillas. Sillas y mesas van a ser reemplazadas con nuevo equipo	Interior Equipment To Purchase, install and equip kitchen tables, chairs, and booths. Tables and chairs will be replaced with new equipment	
Americanos con Discapacidades - ADA (siglas en Inglés) Planificar, diseñar, construir, comprar e instalar equipo para discapacitados, incluyendo rampas y banqueta	ADA Improvements To Plan, design, construct, purchase, install and equip ADA improvements, including sidewalks, City Vehicle - Vans	
Vehículos de la Ciudad - Vagonesas Tres (3) vagonesas van a ser compradas en 2021, dos (2) vagonesas en 2022 y una (1) en 2023. La ciudad actualmente no tiene ningún programa de vehículos para adultos mayores.	Three (3) vans to be purchased in 2021, two (2) vans in 2022 and one (1) in 2023. The city currently does not have any senior program vehicles.	
Panels Solares para el Edificio de los Adultos Mayores Planificar, diseñar, construir, comprar e instalar sistema de paneles solares.	Solar Senior Building To plan, design, construct, purchase, install and equip Solar system	

Comentarios Adicionales / Additional Comments:

Additional Ideas / Comments
here

- Identify the projects you consider most important by voting for the desired ranking at the last column.
- Additional Ideas are accepted, please write them at the bottom of your survey.

END OF PRESENTATION

Thank You!

Stephanie Bagale-M.

City Planner

Community & Economic Development Department

City of Sunland Park

1000 McNutt Rd. NM 88063

(575) 589-3631 Option 6 / Ext. 2070

stephanie.cazdale@sunlandpark-nm.gov