



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 12 Ordinance/Resolution# 10-234 Council District: All City

For Meeting of March 15, 2010
(Adoption Date)

TITLE:

A RESOLUTION ACCEPTING A GRANT AWARD FROM A 2009 LEGISLATIVE CAPITAL OUTLAY APPROPRIATION IN THE AMOUNT OF \$19,000 FOR FISCAL YEAR 2009/2010 FROM THE NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT DIRECTED FOR EMERGENCY RENOVATIONS FOR THE MUNSON SENIOR CENTER AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.

PURPOSE(S) OF ACTION: A resolution accepting a grant award in the amount of \$19,000 from the New Mexico Aging and Long-Term Services Department for emergency improvements/equipment for Munson Senior Center.

Name of Drafter: Shelley Modell		Department: Public Services/Senior Programs		Phone: 528-3000	
Department	Signature	Phone	Department	Signature	Phone
Originating Department		528-3477	Budget		2300
			Assistant City Manager		2271
Legal		571-2128	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

During the 2009 Legislature session, the Legislature appropriated capital outlay funds to the New Mexico Aging and Long-Term Services Department (NMA<SD). Of the total appropriation, \$19,000 was awarded to the City of Las Cruces Senior Programs Section.

These funds will be applied towards the cost of the emergency improvements and/or equipment needed for Munson Senior Center. As per the terms of the contract, these funds must be expended by June 30, 2010.

A budget adjustment to the Fiscal Year 2009-2010 City budget is needed to reflect the contract award.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Facilities State Grant/4012-40120080-552012-60U10-Revenue	\$19,000	\$19,000
Facilities State Grant/General Building Capital Outlay/40803030-852100-60U10	\$19,000	\$19,000

1. Resolution.
2. Exhibit "A"—New Mexico Aging and Long-Term Services Department Contract No. 2010-005.
3. Exhibit "B"—Budget Adjustment

OPTIONS / ALTERNATIVES:

1. If approved, the Capital Outlay appropriation in the amount of \$19,000 will be applied towards the cost of the emergency improvements and/or equipment needed for Munson Senior Center.
2. If not approved, the costs of the emergency improvements to Munson Senior Center will be covered with existing program funds, resulting in a reduced level of operating funds for program services.
3. Council may direct modification of the contract and/or provide staff with alternate direction.

RESOLUTION NO. 10-234

A RESOLUTION ACCEPTING A GRANT AWARD FROM A 2009 LEGISLATIVE CAPITAL OUTLAY APPROPRIATION IN THE AMOUNT OF \$19,000 FOR FISCAL YEAR 2009/2010 FROM THE NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT DIRECTED FOR EMERGENCY RENOVATIONS FOR THE MUNSON SENIOR CENTER AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.

The City Council is informed that:

WHEREAS, during the 2009 Legislature session, the Legislature appropriated \$19,000 of capital outlay funds to the City of Las Cruces Senior Programs Section; and

WHEREAS, these funds will be applied towards the cost of the emergency improvements and/or equipment for Munson Senior Center; and

WHEREAS, as per the terms of the contract, these funds must be expended by June 30, 2010; and

WHEREAS, a budget adjustment to the Fiscal Year 2009-2010 City budget is needed to reflect the contract award.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Mayor is authorized to sign Contract No. 2010-005 from the New Mexico Aging and Long-Term Services Department for Fiscal Year 2009-2010 designated as Exhibit "A," attached hereto and made a part of this Resolution.

(II)

THAT the City of Las Cruces Fiscal Year 2009-2010 City budget is hereby adjusted as designated in Exhibit "B," attached hereto and made a part thereof.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010.

APPROVED:

(SEAL)

Mayor

ATTEST:

VOTE:

City Clerk

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

Antony *Ag. S. (P. D.) Lemally*
City Attorney

Contract No. 2010-005

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 2, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$150,000 of which a total of nineteen thousand dollars (\$19,000) is directed for emergency improvements/equip, hereinafter referred to as "renovations", for the Munson Senior Center located in Dona Ana County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Munson Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of

the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Munson Senior Center. If anything is omitted from the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.
2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Munson Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than 6/30/2010.
7. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
8. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
9. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
10. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.
11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Munson Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
12. 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 by either party in connection with this Agreement is subject

to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.

13. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Munson Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
14. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Munson Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
15. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
16. Use of Site. For a period five (5) years from the date hereof, the Munson Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Munson Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The Munson Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
17. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Munson Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
18. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
19. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor

at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
21. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
22. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
23. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
25. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so,

and then only within the strict limits of that authority.

26. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1, through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.
27. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2010, unless terminated pursuant to Paragraph 26.
28. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
29. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
30. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
31. Procurement Code. The Contractor shall at all times comply with the Procurement Code. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
32. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements

during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

33. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010

Page 1 of 6

FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ (23,448)	(23,448)		(23,448)
REVENUES				
60101 Animal Shelter Improvements	\$ 51,725	0		0
60201 Benavidez Center Parking	0	0		0
60202 Benavidez Center Expansion	0	0		0
60301 Burn Lake/Esslinger Park	55,000	0		0
60302 Burn Lake/Esslinger Park	38,912	4,227		4,227
60404 Bus Shelters		50,100		50,100
60405 Bus Shelters	25,000	0		0
60603 Club Fusion	24,700	301		301
60803 Downtown Revitalization		0		0
60902 La Casa Facility Additions	60,400	0		0
60903 La Casa Facility Additions	146,974	0		0
60904 La Casa Facility Additions	20,336	0		0
60906 La Casa Dom. Violence Shelter Expansion	70,467	0		0
60907 La Casa Dom. Violence Shelter Expansion	20,337	0		0
60912 La Casa Renovation 2009	0	635,384		635,384
60A01 East Mesa Multigenerational Center	0	100,000		100,000
60B01 Grandparents Housing	0	0		0
60B02 Grandparents Housing	0	13,172		13,172
60C04 Housing for Handicapped	604	0		0
60C05 Housing for Handicapped	36,116	0		0
60E06 Community of Hope	10,706	0		0
60E08 Community of Hope	0	8,519		8,519
60E0A Community of Hope - Ph4	126,251	116,299		116,299
60F01 Mesquite Historical District	44,658	0		0
60F02 Mesquite Historical District	0	0		0
60F03 Mesquite Neighborhood	362,871	4,723		4,723
60F04 Mesquite Neighborhood	13,132	11,868		11,868
60F05 Mesquite Neighborhood	0	150,000		150,000
60G01 Lohman Median Landscaping	78,099	7,421		7,421
60H07 Mesilla Park community Center	16,426	0		0
60H08 Mesilla Park community Center	42,140	7,860		7,860
60J01 North Las Cruces Park	26,505	9,533		9,533
60K01 State Grant - Neighborhood Police Station	16,744	0		0
60L01 Open Space Park	0	0		0
60P01 Indoor Swimming Facility Design	0	0		0
60P02 Indoor Swimming Facility Design	0	0		0
60P03 Multipurpose Aquatic & Recreation Center	2,348,114	857,501		857,501
60P04 Multipurpose Aquatic & Recreation Center	763,143	8,269,811		8,269,811
60Q01 Branigan Library Child Area	100,980	0		0

*Preliminary Actual as of 11/16/09.

EXHIBIT "B" CONTINUED

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
60Q02 Branigan Library Child Area	105,930	0		0
60Q05 Thomas Branigan Memorial Library	34,210	228,141		228,141
60Q06 Thomas Branigan Memorial Library	8,710	0		0
60R01 Rio Grande Theater	0	0		0
60S01 Veterans Museum Feasibility Study	0	0		0
60U01 Munson Center Improvements	0	120,433		120,433
60U06 Munson Center Improvements	53,170	97,000		97,000
60U04 Munson Center Improvements	0	175,000		175,000
60U05 Munson Center Improvements	0	198,000		198,000
60V01 CAP Aircraft Hanger	0	0		0
60V02 Civil Air Patrol Hanger	0	148,500		148,500
60Z02 Branigan Cultural Center Iron Gates	30,000	14,644		14,644
61002 East Mesa Senior Center Improvements	9,643	600,000		600,000
61603 Fire Station #1	100,000	0		0
61903 Fire Station #4	0	0		0
61904 Fire Station #4	0	0		0
61A04 Fire Station #5	0	0		0
61A05 Fire Station #5	0	0		0
60Q09 Branigan Library Expansion	0	544,500		544,500
60E10 Community of Hope Garden	7,059	12,204		12,204
63401 Museum Security System	29,271	0		0
63402 Paleozoic Trackway Exhibit	44,400	55,600		55,600
63501 Amador Hotel	62,900	0		0
60504 City (Convention) Center	100,000	0		0
63601 & 63602 Veterans' Transitional Housing	6,770	266,697		266,697
64100 Veterans' Transitional Housing Complex	0	297,000		297,000
63701 Police & Fire Training Academy	69,390	30,610		30,610
60H10 Mesilla Park Community Center - Bldg & Grnds	118,955	39,747		39,747
XXXXX Community Youth Program	0	0		0
60U07 Munson Senior Center Addition	0	202,950		202,950
60A04 East Mesa Multigenerational Center	0	50,000		50,000
60L01 East Mesa Open Space Park	0	0		0
60E11 Community of Hope	147,847	50,140		50,140
60908 La Casa Domestic Violence Shelter	6,101	0		0
60909 La Casa Domestic Violence Shelter	207,101	0		0
60911 Las Casa Shelter & Transitional Housing	0	215,000		215,000
63A01 Mesilla Valley Hospice	0	0		0
XXXXX Downtown Revitalization & Redevelopment (2005)	0	0		0
XXXXX Downtown Revitalization & Redevelopment (2004)	0	0		0
XXXXX Downtown Plaza (2008)	0	0		0

*Preliminary Actual as of 11/16/09.

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
XXXXX Burn Lake/Esslinger Park (2008)	0	0		0
62306 High Noon Soccer Restrooms (2008)	0	50,000		50,000
64101 Homeless Veterans Housing Complex (2008)	0	227,700		227,700
60P05 Multipurpose Rec & Aquatic Phase II (2008)	0	588,060		588,060
63502 Amador Museum (2008)	16,698	96,162		96,162
63403 Natural History Museum (2008)	0	178,200		178,200
60Q10 Branigan Library Childrens Wing (2008)	21,947	101,803		101,803
60A05 Multigenerational Center (2008)	0	42,000		42,000
60E12 Mesquite Hist Dist Community Garden (2008)	0	0		0
60F07 Mesquite Hist Dist Gateway Monument (2008)	537	9,463		9,463
60H11 Mesilla Park Community Center (2008)	0	55,000		55,000
60103 Animal Services Center (2008)	96,691	61,709		61,709
23007 Skeet & Trap Range (2008)	0	0		0
XXXXX Munson Center (2008)	0	10,000		10,000
20012 Senior Kitchen Equipment	0	20,000		20,000
20013 Senior Kitchen Equipment	0	51,900		51,900
XXXXX Munson Center Code Improvements (2009)	0	10,000		10,000
XXXXX East Side Center Improvements (2009)	0	18,000		18,000
XXXXX Benavidez Center Code Improvements (2009)	0	76,600		76,600
60U10 Munson Center Renovations (2009)	0	0	19,000	19,000
Total Revenues	\$ 5,777,670	15,189,482	19,000	15,208,482
Total Resources	\$ 5,754,222	15,166,034	19,000	15,185,034
EXPENDITURES				
60101 Animal Shelter Improvements	\$ 51,725	0		0
60201 Benavidez Center Parking		0		0
60202 Benavidez Center Expansion		0		0
60301 Burn Lake/Esslinger Park	55,000	0		0
60302 Burn Lake/Esslinger Park	38,912	4,227		4,227
60404 Bus Shelters		50,100		50,100
60405 Bus Shelters	25,000	0		0
60603 Club Fusion	24,700	301		301
60803 Downtown Revitalization		0		0
60902 La Casa Facility Additions	60,400	0		0
60903 La Casa Facility Additions	146,974	0		0
60904 La Casa Facility Additions	20,336	0		0
60906 La Casa Dom. Violence Shelter Expansion	70,467	0		0

*Preliminary Actual as of 11/16/09.

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
60907 La Casa Dom. Violence Shelter Expansion	20,337	0		0
60911 Las Casa Shelter & Transitional Housing		215,000		215,000
60912 La Casa Renovation 2009		635,384		635,384
60A01 East Mesa Multigenerational Center		100,000		100,000
60C04 Housing for Handicapped	604	0		0
60C05 Housing for Handicapped	36,116	0		0
60E06 Community of Hope	10,706	0		0
60E08 Community of Hope		8,519		8,519
60E0A Community of Hope - Ph4	126,251	116,299		116,299
60F01 Mesquite Historical District	44,658	0		0
60F02 Mesquite Historical District		0		0
60F03 Mesquite Neighborhood	362,871	4,723		4,723
60F04 Mesquite Neighborhood	13,132	11,868		11,868
60F05 Mesquite Neighborhood		150,000		150,000
60G01 Lohman Median Landscaping	78,099	7,421		7,421
60H07 Mesilla Park community Center	16,426	0		0
60H08 Mesilla Park community Center	42,140	7,860		7,860
60J01 North Las Cruces Park	26,505	9,533		9,533
60K01 Neighborhood Police Station		0		0
60L01 Open Space Park	16,744	0		0
60P01 Indoor Swimming Facility Design		0		0
60P02 Indoor Swimming Facility Design		0		0
60P03 Multipurpose Aquatic & Recreation Center	2,348,114	857,501		857,501
60P04 Multipurpose Aquatic & Recreation Center	763,143	8,269,811		8,269,811
60Q01 Branigan Library Child Area	100,980	0		0
60Q02 Branigan Library Child Area	105,930	0		0
60Q05 Thomas Branigan Memorial Library	34,210	228,141		228,141
60Q06 Thomas Branigan Memorial Library	8,710	0		0
60R01 Rio Grande Theater		0		0
60S01 Veterans Museum Feasibility Study		0		0
60U01 Munson Center Improvements		120,433		120,433
60U04 Munson Center Improvements		175,000		175,000
60U05 Munson Center Improvements		198,000		198,000
60U06 Munson Center Improvements	53,170	97,000		97,000
60V01 CAP Aircraft Hanger		0		0
60V02 Civil Air Patrol Hanger		148,500		148,500
60Z02 Branigan Cultural Center Iron Gates	30,000	14,644		14,644
61002 East Mesa Senior Center Improvements	9,643	600,000		600,000
61603 Fire Station #1	100,000	0		0
61903 Fire Station #4		0		0
61904 Fire Station #4		0		0
61A04 Fire Station #5		0		0
61A05 Fire Station #5		0		0
60B01 Grandparents Housing		0		0
60B02 Grandparents Housing		13,172		13,172
60Q09 Branigan Library Expansion		544,500		544,500

*Preliminary Actual as of 11/16/09.

**CITY OF LAS CRUCES
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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
60E10 Community of Hope Garden	7,059	12,204		12,204
63401 Museum Security System	29,271	0		0
63402 Paleozoic Trackway Exhibit	44,400	55,600		55,600
63501 Amador Hotel	62,900	0		0
60504 City (Convention) Center	100,000	0		0
63601& 63602 Veterans' Transitional Housing	6,770	266,697		266,697
64100 Veterans' Transitional Housing Complex		297,000		297,000
63701 Police & Fire Training Academy	69,390	30,610		30,610
60H10 Mesilla Park Community Center - Bldg & Grnds	118,955	39,747		39,747
60H10 Mesilla Park Community Center - Kitchen		0		0
XXXXX Community Youth Program		0		0
60U07 Munson Senior Center Addition		202,950		202,950
60A04 East Mesa Multigenerational Center		50,000		50,000
60L01 East Mesa Open Space Park		0		0
60E11 Community of Hope	147,847	50,140		50,140
60908 La Casa Domestic Violence Shelter	6,101	0		0
60909 La Casa Domestic Violence Shelter	207,101	0		0
63A01 Mesilla Valley Hospice		0		0
XXXXX Downtown Revitalization & Redevelopment (2005)		0		0
XXXXX Downtown Revitalization & Redevelopment (2004)		0		0
XXXXX Downtown Plaza (2008)		0		0
XXXXX Burn Lake/Esslinger Park (2008)		0		0
62306 High Noon Soccer Restrooms (2008)		50,000		50,000
64101 Homeless Veterans Housing Complex (2008)		227,700		227,700
60P05 Multipurpose Rec & Aquatic Phase II (2008)		588,060		588,060
63502 Amador Museum (2008)	16,698	96,162		96,162
63403 Natural History Museum (2008)		178,200		178,200
60Q10 Branigan Library Childrens Wing (2008)	21,947	101,803		101,803
60A05 Multigenerational Center (2008)		42,000		42,000
60E12 Mesquite Hist Dist Community Garden (2008)		0		0

*Preliminary Actual as of 11/16/09.

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ADOPTED BUDGET FY 2009/2010**

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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2008/09 Prelim Actual*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
60F07 Mesquite Hist Dist Gateway Monument (2008)	537	9,463		9,463
60H11 Mesilla Park Community Center (2008)		55,000		55,000
60103 Animal Services Center (2008)	96,691	61,709		61,709
23007 Skeet & Trap Range (2008)		0		0
XXXXX Munson Center (2008)		10,000		10,000
20012 Senior Kitchen Equipment		20,000		20,000
20013 Senior Kitchen Equipment		51,900		51,900
XXXXX Munson Center Code Improvements (2009)		10,000		10,000
XXXXX East Side Center Improvements (2009)		18,000		18,000
XXXXX Benavidez Center Code Improvements (2009)		76,600		76,600
60U10 Munson Center Renovations (2009)	0	0	19,000	19,000
Total Expenditures	\$ 5,777,670	15,189,482	19,000	15,208,482
OTHER FINANCING SOURCES (USES)				
Transfer to Fund 4212 - State Street Improvement Grants	\$ 0	0		0
Transfer from Fund 101000 - General Fund	0	23,448		23,448
Total Other Financing Sources (Uses)	\$ 0	23,448	0	23,448
ENDING BALANCE	\$ (23,448)	0	0	0

*Preliminary Actual as of 11/16/09.