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City of Las Cruces®

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Council Action and Executive Summary

Item # 2 Ordinance/Resolution# 11-194 Council District: All

For Meeting of March 21, 2011
(Adoption Date)

TITLE: A RESOLUTION TO ADJUST THE FY 2011 BUDGET TO INCLUDE LEGISLATIVE APPROPRIATION CONTRACT #04099 IN THE AMOUNT OF \$25,000.

PURPOSE(S) OF ACTION: To accept funding and approve budget adjustment.

Drafter and Staff Contact: Auguie Henry III		Department: GAO		Phone: (575) 541-2281	
Department	Signature	Phone	Department	Signature	Phone
Finance Department	<i>Pat Sigman (INTERIM)</i>	541-2080	Budget	<i>Richard Schubert</i>	541-2107
Other			Assistant City Manager	<i>[Signature]</i>	541-2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: As part of the "reinstatement" of funding terminated in October 2009 by the Governor, some funds that were not utilized for the original purpose were reallocated to other projects. In the case of contract #04099, funds originally designated for security equipment at New Mexico Highlands University in Las Vegas were reallocated to the City of Las Cruces to plan, design and renovate the Amador Hotel for City use.

The Amador Museum Foundation, Inc., a 501(3)c agency, requested the City to act as Fiscal Agent in regard to Legislative Appropriations in Resolution 07-302. This action is mandated by the Anti-Donation Clause of the New Mexico Constitution and requires the 501(3)c agency to comply with all City procurement and construction ordinances. As Fiscal Agent, the City's responsibility is to ensure compliance and expenditure of funds as prescribed by the specific contract and to assign a Project Manager to assist the organization with completion of their capital project. The Agency is responsible for expenditure of the funds as they see fit within the guidelines of the contract, see attached Exhibit "A".

In accord with City Resolution 10-170, the contract was immediately accepted by the City Manager and returned for execution by the Department of Finance & Administration. That execution took place, January 31, 2011.

The FY 2011 Budget now must be adjusted to reflect this balance so the funds can be expended prior to the reversion date of June 30, 2011. The intended use of these funds will be to renovate five (5) rooms within the Amador Hotel.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" Contract #04099
3. Exhibit "B" Budget Adjustment FY 2011

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
<input type="checkbox"/>		Proposed funding is from fund balance in the (# and Fund Name) Fund.	
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: 4012 in the amount of \$25,000 for FY2011.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Facilities State Grants 4012	40803150-852100-63501	\$25,000	0	\$25,000	Renovations to Amador Hotel

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the FY 2011 budget to be adjusted for the amount listed to reflect the balance.
2. Vote "No"; this will cause the City to be in violation of the contract already accepted by the City Manager.
3. Vote to "Amend"; this is not an option as the State contract has already been accepted.
4. Vote to "Table"; this is not an option as these funds will expire on June 30, 2011 and be returned to the state.

(Continue on additional sheets as required)

REFERENCE INFORMATION

1. Resolution No. 07-302: A resolution authorizing the City of Las Cruces to act as Fiscal Agent for the Amador Museum Foundation in the collection and disbursement of Legislative funding for the restoration of the Amador Hotel and the development of the Museum of History.
2. Resolution No.10-170: A resolution to allow the City Manager or Assistant City Manager to accept and sign all New Mexico Grant Contract extensions related to the Capital appropriation reallocation review.

(Continue on additional sheets as required)

RESOLUTION NO. 11-194

A RESOLUTION TO ADJUST THE FY 2011 BUDGET TO INCLUDE LEGISLATIVE APPROPRIATION CONTRACT #04099 IN THE AMOUNT OF \$25,000.

The City Council is informed that:

WHEREAS, the Legislative Council for the State of New Mexico has reviewed and reallocated funding for a capital project designated to the City of Las Cruces; and

WHEREAS, the City of Las Cruces is the recipient of such funds for Amador Hotel, contract #04099, in the amount of \$25,000; and

WHEREAS, receipt of the funds will require the adjustment of the FY 2011 budget with no required match from the City.

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

(I)

THAT the City of Las Cruces received the allotted funds for the purposes as stated in the individual Department of Finance and Administration contracts.

(II)

THAT the Council approves the adjustment to the City's FY 2011 budget.

(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 _____, 2011.

APPROVED:

(SEAL)

Mayor

ATTEST:

City Clerk

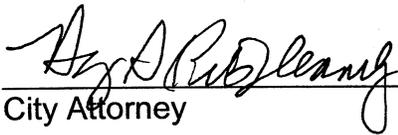
VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GF FUND APPROPRIATION PROJECT**

Laws of 2009 Special Session

GRANT AGREEMENT NO. 04099

THIS AGREEMENT is made and entered into as of this 31ST day of JANUARY, 2011, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and City of Las Cruces, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2007, Chapter 334, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

07-L-G-6461 \$25,000.00 PROJECT EXPIRATION DATE: 30-JUN-11
Laws of 2007, Chapter 334, Section 3, Paragraph J, Twenty-Five Thousand Dollars (\$25,000.00) twenty-five thousand dollars (\$25,000) to the board of regents of New Mexico highlands university in Subsection 2 of Section 33 of Chapter 2 of Laws 2007 for security equipment at New Mexico highlands university in Las Vegas in San Miguel county shall not be expended for the original purpose but is appropriated to the local government division to plan, design and renovate the Amador hotel for city use in Las Cruces in Dona Ana county;

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the first sentence of this Article is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports. The amount set forth in the Project Description is the maximum amount granted to the Grantee under this Agreement and available to it from the corresponding appropriation in law.

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. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control; provided, however, that the dollar amount stated in the Project Description is the maximum amount granted to the Grantee under this Agreement and available to it from the corresponding appropriation in law, regardless of the stated amount in the corresponding appropriation in law.

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

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

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

ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT, TERMINATION FOR CAUSE, EARLY TERMINATION

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on 29-AUG-11, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated sooner pursuant to Article II(C), Article II(D), or Article XIV herein.

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form prescribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, which ever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division 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 Division. 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.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed Twenty-Five Thousand dollars (\$25,000.00); This is the maximum amount granted to the Grantee under this Agreement and available to it from the corresponding appropriation in law, regardless of the stated amount in the corresponding appropriation in law.

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following rules:

1. The Grantee must submit one original and two copies of each Request for Payment.
2. Each Request for Payment must contain proof of payment in the form of a notarized certification from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

2. 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.

3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.

4. 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 Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.

2. 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.

3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

4. 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.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a 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 Division shall prescribe.

B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.

C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

ARTICLE VIII - SURPLUS FUNDS

If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

ARTICLE IX - 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 X - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

Name: Augie Henry

Address: P.O. Box 20000 Attn:

Las Cruces, NM 88004

Title: Grant Administrator

Email:

Telephone: 541-2281

FAX:

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee'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/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/received on the date reflected on the delivery receipt of email.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Grantee agrees to abide by 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.

ARTICLE XII - SCOPE OF AGREEMENT

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

ARTICLE XIII – GRANTEE'S VIOLATION OF THIS AGREEMENT

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

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. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

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

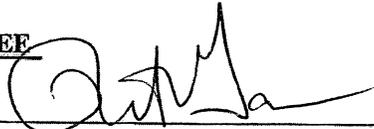
Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City's] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

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

GRANTEE



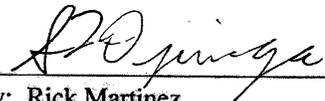
Signature of Official with Authority to Bind Grantee

By: Robert L. Garza, P.E.
(Type or Print Name)

Its: City Manager
(Type or Print Title)

January 25, 2011
(Date)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**


for By: Rick Martinez
It's: Deputy Cabinet Secretary
1/31/11

Date

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011**

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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2009/10 Prelim Actual*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ (23,448)	0	0	0
REVENUES				
60302 Burn Lake/Esslinger Park	\$ 4,227	0		0
60404 Bus Shelters	37,500	0		0
60912 La Casa Renovation 2009	0	635,384		635,384
60A01 East Mesa Multigenerational Center	10,504	0		0
60E0A Community of Hope - Ph4	1,551	0		0
60F03 Mesquite Neighborhood	2,376	0		0
60F04 Mesquite Neighborhood	2,062	0		0
60F05 Mesquite Neighborhood	150,000	0		0
60H08 Mesilla Park community Center	7,860	0		0
60J01 North Las Cruces Park	9,533	0		0
60P03 Multipurpose Aquatic & Recreation Center	513,647	0		0
60P04 Multipurpose Aquatic & Recreation Center	8,269,812	0		0
60Q05 Thomas Branigan Memorial Library	228,138	0		0
60U01 Munson Center Improvements	120,434	0		0
60U06 Munson Center Improvements	97,000	0		0
60U05 Munson Center Improvements	198,000	0		0
60V02 Civil Air Patrol Hanger	149,857	0		0
61002 East Mesa Senior Center Improvements	600,000	0		0
60Q09 Branigan Library Expansion	66,909	477,591		477,591
60E10 Community of Hope Garden	751	0		0
63402 Paleozoic Trackway Exhibit	233	55,367		55,367
63701 Police & Fire Training Academy	0	30,610		30,610
60H10 Mesilla Park Community Center - Bldg & Grnds	9,673	30,074		30,074
60E11 Community of Hope	2,174	0		0
60911 Las Casa Shelter & Transitional Housing	0	91,478		91,478
63901 La Pinon Sexual Assault Center	30,962	10,938		10,938
64101 Homeless Veterans Housing Complex (2008)	0	227,700		227,700
60P03 Indoor Swimming Pool	0	343,854		343,854
60P05 Multipurpose Rec & Aquatic Phase II (2008)	36,831	121,477		121,477
63501 Amador Hotel	0	0	25,000	25,000
63502 Amador Museum (2008)	79,691	16,470		16,470
63403 Museum of Nature & Science (2008)	166,675	11,525		11,525
60Q10 Branigan Library Childrens Wing (2008)	11,250	90,553		90,553
60H11 Mesilla Park Community Center (2008)	12,120	39,899		39,899
60103 Animal Services Center (2008)	18,499	0		0
60U10 Munson Center Renovations	19,000	0		0
20012 Senior Kitchen	0	20,000		20,000
60U08 Senior Kitchen	0	51,900		51,900
64200 East Side Center Improvements (2009)	0	18,000		18,000
60204 Benavidez Center Code Improvements (2009)	0	76,600		76,600
Total Revenues	\$ 10,857,269	2,349,420	25,000	2,374,420
Total Resources	\$ 10,833,821	2,349,420	25,000	2,374,420

*Preliminary actual as of 11/17/10.

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011

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FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	FY 2009/10 Prelim Actual*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
EXPENDITURES				
60302 Burn Lake/Esslinger Park	\$ 4,227	0		0
60404 Bus Shelters	37,500	0		0
60911 Las Casa Shelter & Transitional Housing	0	91,478		91,478
60912 La Casa Renovation 2009	0	635,384		635,384
60A01 East Mesa Multigenerational Center	10,504	0		0
60E0A Community of Hope - Ph4	1,551	0		0
60F03 Mesquite Neighborhood	2,376	0		0
60F04 Mesquite Neighborhood	2,062	0		0
60F05 Mesquite Neighborhood	150,000	0		0
60H08 Mesilla Park community Center	7,860	0		0
60J01 North Las Cruces Park	9,533	0		0
60P03 Multipurpose Aquatic & Recreation Center	513,647	0		0
60P04 Multipurpose Aquatic & Recreation Center	8,269,812	0		0
60Q05 Thomas Branigan Memorial Library	228,138	0		0
60U01 Munson Center Improvements	120,434	0		0
60U05 Munson Center Improvements	198,000	0		0
60U06 Munson Center Improvements	97,000	0		0
60V02 Civil Air Patrol Hanger	149,857	0		0
61002 East Mesa Senior Center Improvements	600,000	0		0
60Q09 Branigan Library Expansion	66,909	477,591		477,591
60E10 Community of Hope Garden	751	0		0
63402 Paleozoic Trackway Exhibit	233	55,367		55,367
63701 Police & Fire Training Academy	0	30,610		30,610
60H10 Mesilla Park Community Center - Bldg & Grnds	9,673	30,074		30,074
63901 La Pinon Sexual Assault Center	30,962	10,938		10,938
60E11 Community of Hope	2,174	0		0
64101 Homeless Veterans Housing Complex (2008)	0	227,700		227,700
60P03 Indoor Swimming Pool	0	343,854		343,854
60P05 Multipurpose Rec & Aquatic Phase II (2008)	36,831	121,477		121,477
63501 Amador Hotel	0	0	25,000	25,000
63502 Amador Museum (2008)	79,691	16,470		16,470
63403 Museum of Nature & Science (2008)	166,675	11,525		11,525
60Q10 Branigan Library Childrens Wing (2008)	11,250	90,553		90,553
60H11 Mesilla Park Community Center (2008)	12,120	39,899		39,899
60103 Animal Services Center (2008)	18,499	0		0
60U10 Munson Center Renovations	19,000	0		0
20012 Senior Kitchen	0	20,000		20,000
60U08 Senior Kitchen	0	51,900		51,900
64200 East Side Center Improvements (2009)	0	18,000		18,000
60204 Benavidez Center Code Improvements (2009)	0	76,600		76,600
Total Expenditures	\$ 10,857,269	2,349,420	25,000	2,374,420
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 101000 - General Fund	23,448	0		0
Total Other Financing Sources (Uses)	\$ 23,448	0	0	0
ENDING BALANCE	\$ 0	0	0	0

*Preliminary actual as of 11/17/10.