

297
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 14 Ordinance/Resolution# 10-094 Council District:

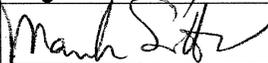
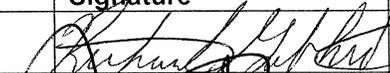
For Meeting of September 21, 2009

(Adoption Date)

TITLE:

A RESOLUTION TO ACCEPT REALLOCATED FUNDS FROM THE DEPARTMENT OF FINANCE AND ADMINISTRATION IN THE AMOUNT OF \$250,000 TO BE USED FOR A TRANSITIONAL LIVING FACILITY FOR YOUTH IN LAS CRUCES AND AMEND THE FY 2009-2010 CITY BUDGET.

PURPOSE(S) OF ACTION: The Department of Finance and Administration has reallocated the 2007 Legislative distribution from the Office of the State Engineer and redistributed those funds to the City of Las Cruces for a transitional living facility for youth in Las Cruces. Specifically, these funds are designated for the Family & Youth, Inc. (FYI) and Resources for Children and Youth, Inc. (RCYI) project to further fund the construction of the youth living facility.

Name of Drafter: Auguie Henry III 		Department: Finance/GAO		Phone: (575) 541-2281	
Department	Signature	Phone	Department	Signature	Phone
Finance Department		(575) 541-2050	Budget		(575) 541-2300
			Assistant City Manager		(575) 541-2271
Legal		(575) 541-2128	City Manager		(575) 541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

After a state review of all legislative appropriations from 2004 through 2008, projects deemed non-viable were reallocated to projects awaiting funding. The unexpended balance allocated to the Office of the State Engineer for acquisition of water, water rights and storage rights for compliance with interstate compacts and court decrees for the benefit of endangered species was taken back by the Legislative Council and reallocated.

The City of Las Cruces has been reallocated the funding of \$250,000 for the planning, designing, construction, equipment and furnishings for a transitional living facility for youth in Las Cruces. These funds were further designed to be utilized in the construction of the youth facility by FYI.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
State Special Projects 2755 Revenue 27200090-552003-16005 Expenditure 27203030-722190-16005	\$250,000.00	\$250,000.00

1. Resolution
2. Exhibit "A" – Letter of Notice from DFA.
3. Exhibit "B" – State contract with attachment Exhibit "A".
4. Exhibit "C" – Budget Adjustment for FY 2009-2010 Budget.

OPTIONS / ALTERNATIVES:

1. Accept the reallocation funding from the Department of Finance & Administration and make the funds available to FYI for the construction of the transitional living facility for youth in the Las Cruces area and adjust the FY 2009-2010 budget.
2. Decline the reallocation from the Department of Finance & Administration and no funds will be awarded to FYI and no adjustment to the City's budget will be made.
3. Modify or recommend changes to the acceptance of the funding.

RESOLUTION NO. 10-094

A RESOLUTION TO ACCEPT REALLOCATED FUNDS FROM THE DEPARTMENT OF FINANCE AND ADMINISTRATION IN THE AMOUNT OF \$250,000 TO BE USED FOR A TRANSITIONAL LIVING FACILITY FOR YOUTH IN LAS CRUCES AND AMEND THE FY 2009-2010 CITY BUDGET.

The City Council is informed that:

WHEREAS, the Legislative Council for the State of New Mexico has reviewed the Legislative funding allocations from 2004 through 2008 and redistributed unused funds from projects to the Department of Finance and Administration (DFA) for the use as determined; and

WHEREAS, the City of Las Cruces is the recipient of such funds in the amount of \$250,000 for the use of constructing transitional housing for youth in the Las Cruces area; and

WHEREAS, these funds will be further allocated to Family & Youth, Inc. (FYI) and Resources for Children and Youth (RCYI) for the planning, designing, construction, equipment, and furnishings of transitional housing for youth; and

WHEREAS, receipt of the \$250,000 will require the adjustment of the FY 2009-2010 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 receives the allotted funds from DFA for the purpose of constructing and equipping a transitional youth facility in Las Cruces as prescribed by, DFA Agreement with Exhibit "A" of said agreement.

(II)

THAT, the Council does approve the adjustment to the City's FY 2009-2010 budget.

(III)

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

DONE AND APPROVED this 21st day of September, 2009.

(SEAL)

Mayor

ATTEST:

VOTE:

City Clerk

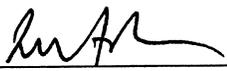
Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Archuleta:	_____
Councillor Small:	_____
Councillor Jones:	_____
Councillor Thomas:	_____

(SEAL)

Moved by: _____

Seconded by: _____

Approved as to Form:



City Attorney



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Bataan Memorial Building, Ste 201 • Santa Fe, New Mexico 87501
Phone: (505) 827-4950 • FAX (505) 827-4948
www.nmdfa.state.nm.us

Exhibit A

BILL RICHARDSON
GOVERNOR

KATHERINE B. MILLER
CABINET SECRETARY

ROBERT M. APODACA
DIRECTOR

RECEIVED

August 19, 2009

AUG 21 2009

The Honorable Ken Miyagishima
Mayor, City of Las Cruces
P.O. 20000
Las Cruces, NM 88004

CITY OF LAS CRUCES
MAYOR'S OFFICE

Attention: Auguie Henry, Grant Writer

Re: 2009 Legislative Appropriation 09-L-G-3375

Dear Mayor Miyagishima:

Enclosed is the Grant Agreement for the above-referenced grant for your review and approval. The project number is identified with the chapter, section, authorizing language, and expiration date. **Signatures are required on Page 6 of both originals.**

Please return both originals of the signed agreement to Local Government Division, as soon as the Grant Agreement is fully executed we will return one (1) original to you..

If you should have any questions or require additional information, please feel free to contact your Project Manager, Gerald Garcia, at 505-827-4963. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Dolores Gonzales".

Dolores Gonzales, Bureau Chief
cc: Grant File

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GENERAL FUND PROJECTS

Laws of 2009

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2009, 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 2009, Chapters 128, the Legislature made multiple appropriations to the Division for certain projects, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the appropriations that are subject to this Agreement are identified on Exhibit A hereto and referred to throughout the remainder of this Agreement individually as a "project" and collectively as "projects"; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, the funds for these projects, 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 projects that are subject to this agreement are identified in Exhibit A hereto, which is incorporated by this reference as if set forth fully herein. Exhibit A contains, for each project, a project number, a project description, project expiration date, amount of funds available, applicability of Arts in Public Places, and the citation of the law making the appropriation. The Grantee shall reference a 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.

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

C. The project descriptions in Exhibit A are to be identical to the corresponding appropriations in law. In the event of a conflict between the project description in Exhibit A and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

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

E. If project funds are insufficient to meet all of the purposes included in the project descriptions contained in Exhibit A, project funds may be expended for any portion of the specified 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 - TERM OF AGREEMENT; REVERSION DATES

A. Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Division. It shall terminate sixty (60) days after the reversion date specified in Exhibit A.

B. The corresponding appropriation for each project that is subject to this Agreement has a reversion date specified by law. Exhibit A contains the Division's estimate of the reversion date for each project's appropriation, which estimate is labeled "PROJECT EXPIRATION 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.

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. Project specific provisions in Exhibit A can only be amended in the following circumstances. First, in the event of a discrepancy between the project specific provisions in Exhibit A and the corresponding appropriation in law; Second, in the event the Legislature reauthorizes or reverts the appropriation, the project specific provisions shall be amended to reflect such legislative action.

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 each project contained in Exhibit A. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. 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. Periodic Reports 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 each project identified in Exhibit A. The Final Report shall be submitted on a form proscribed 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, whichever 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 a 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 a project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of a 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. For each project included in this Agreement, the Division shall reimburse Grantee for qualifying expenditures in a total not to exceed the amount set forth for the project in Exhibit A; provided, however, that in the event of a conflict between the amount for a project specified in Exhibit A and the amount of the corresponding appropriation in law, the amount appropriated in law shall control and be the maximum amount available to Grantee under this Agreement. The total funds available under this Agreement for all projects shall not exceed \$250,000.00.

B. The Grantee shall request payment by making payment requests using the Request for Payment form attached hereto as Exhibit C. Payment requests are subject to the following rules:

1. The Grantee must submit one original and two copies of each Request for Payment.
2. A separate Request for Payment must be submitted for each project.
3. 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. Project funds must be expended by the reversion date for the particular project, as established in applicable law. It is not sufficient to encumber project funds by the project's reversion date. All payment requests for a project must be received by the Division no later than 25 days after the reversion date for each particular project. The Division shall revert to the appropriate fund unexpended funds and those for which a timely payment request has not been made.

D. Project funds may only be spent on permissible purposes within the scope of the project, as set forth in Exhibit A.

E. The Division has the right to reject a payment request for a project unless and until it is satisfied that the expenditures in the payment request are for valid purposes and that the expenditures and the Grantee are otherwise in compliance with 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 all projects:

1. Project 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. Projects may only benefit private entities in accordance with applicable law, including, but not limited to Article IX, section 14 of the State Constitution, 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 project funds.
4. The Grantee shall not at any time convert any property acquired or developed with project funds to uses other than those specified in the project description contained in Exhibit A 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 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 judgement or decree to which it is subject.

4. The Grantee has independently confirmed that the description, amount, and reversion date for each project in Exhibit A matches the language, amount, and reversion date of each 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 project 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 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: Auguie Henry

Title: Grant Administrator

Address: P.O. Box 20000 Attn:

Email: _____

Las Cruces, NM 88004

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, which ever 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 - TERMINATION

DFA has the right to terminate this Agreement in whole, or with respect to a particular project, if, in the judgment of DFA, the terms of the Agreement have been violated or a project is not progressing satisfactorily. The Grantee may terminate this Agreement in whole or with respect to a particular project at any time. Any termination must be in writing. Except for termination by the Division pursuant to Article XV, early terminations shall be effective thirty (30) days after the the non-terminating party's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

ARTICLE XIV – 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 projects 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 XV – 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 with respect to a particular project by giving Grantee written notice of such 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 other parties related to a project set forth in Exhibit A.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

(Date)

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

By: Robert Apodaca
It's: Director

Date

STATE OF NEW MEXICO
Project Description
EXHIBIT "A"

Name: City of Las Cruces

Total Amount: \$250,000.00

09-L-G-3375

\$250,000.00

PROJECT EXPIRATION DATE: 30-JUN-11

Laws of 2009, Chapter 128, Section 220, Two Hundred Fifty Thousand Dollars (\$250,000.00) Two hundred fifty thousand dollars (\$250,000) of the unexpended balance of the appropriation to the office of the state engineer in Subsection 10 of Section 58 of Chapter 42 of Laws 2007 for the acquisition of water, water rights and storage rights for compliance with interstate compacts and court decrees for the benefit of endangered species shall not be expended for the original purpose but is appropriated to the local government division to plan, design, construct, equip and furnish a transitional living facility for youth in Las Cruces in Dona Ana county..

<p>STATE OF NEW MEXICO SPECIAL APPROPRIATION PROJECTS Biannual/Final Report Form EXHIBIT "B"</p>

PERIODIC REPORT FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: City of Las Cruces

Project Number: _____

Reporting Period: _____

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

2. Project Amount: _____

Expended to date: _____

Project Balance: _____

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

**STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"**

I. Grantee Information

A. Grantee: _____
 B. Address: _____
Complete mailing, including Suite, if Applicable

 City _____ State _____ Zip _____
 C. Phone No.: () _____
 D. Project No.: _____
 E. Project Title: _____
 F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
 B. AIPP Amount (If Applicable): _____
 C. Funds Received to Date: _____
 D. Amount Requested this Payment: _____
 E. Project Balance: _____
 F. General Fund STB (Attach Wire if 1st draw)
 G. Payment Request No. _____

III. Report Period Ending: _____

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.

/s/ _____
 Grantee Fiscal Officer

/s/ _____
 Grantee Representative

 Printed Name
 Date: _____

 Printed Name
 Date: _____

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

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

Notary Public _____
 My commission expires _____

Notary Public _____
 My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer **Date**

I certify that the Local Government financial and vendor file information agree with the above submitted information

Division Project Manager **Date**

I certify that the Local Government records and related appropriation laws agree with the above submitted information

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

FUND	DIVISION		FUND TYPE	
State Special Projects Fund 2755	Finance		Special Revenue	
	FY 2008/09 Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
REVENUES				
552003-16001 Transitional Youth Facility FYI 05	\$ 35,000	22,514		22,514
552003-16002 Transitional Youth Facility FYI 06	0	321,750		321,750
552003-16003 Transitional Youth Facility FYI 07	0	358,380		358,380
552003-16004 Transitional Youth Facility FYI 08	0	445,500		445,500
552003-16005 Transitional Youth Facility FYI 09	0	0	250,000	250,000
Total Revenues	\$ 35,000	1,148,144	250,000	1,398,144
Total Resources	\$ 35,000	1,148,144	250,000	1,398,144
EXPENDITURES				
552003-16001 Transitional Youth Facility FYI 05	\$ 35,000	22,514		22,514
552003-16002 Transitional Youth Facility FYI 06	0	321,750		321,750
552003-16003 Transitional Youth Facility FYI 07	0	358,380		358,380
552003-16004 Transitional Youth Facility FYI 08	0	445,500		445,500
552003-16005 Transitional Youth Facility FYI 09	0	0	250,000	250,000
Total Expenditures	\$ 35,000	1,148,144	250,000	1,398,144
ENDING BALANCE	\$ 0	0	0	0

*Projected based on 8 months actual through February 28, 2009 and 4 months projected.