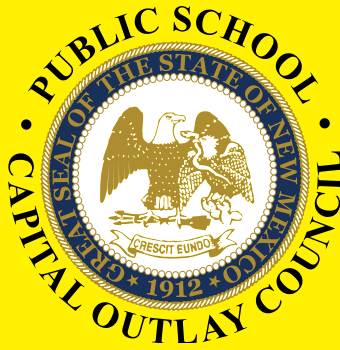




**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
AGENDA
DECEMBER 3, 2013 – 8:30 AM
STATE CAPITOL BUILDING, ROOM 317
SANTA FE, NEW MEXICO**

I. CALL TO ORDER --- Mr. David Abbey, Chair

- a. Approval of Agenda* (* Denotes potential action by the PSCOC)
- b. Correspondence

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
AGENDA
DECEMBER 3, 2013 – 8:30 AM
STATE CAPITOL BUILDING, ROOM 317
SANTA FE, NEW MEXICO**

- I. Call to Order --- Mr. David Abbey, Chair**
 - A. Approval of Agenda * (* Denotes potential action by the PSCOC)
 - B. Correspondence
- II. Approval of Minutes (November 7, 2013) ***
- III. Consideration for Approval to Adjourn to Executive Session Pursuant to the Open Meetings Act NMSA 1978, § 10-15-1 (H) and NMSA 1978, § 12-6-5 for the purpose of reviewing draft PSFA FY13 Audit (Roll Call) ***
- IV. Reconvene to Open Session (Roll Call) ***
- V. Presentations**
 - A. Secretary Darryl Ackley, DOIT – IT Infrastructure in Schools
 - B. Chama – District Maintenance Improvement Plan
- VI. Awards Subcommittee**
 - A. Financial Plan
 - B. Socorro-San Antonio ES - P12-011 - Additional Funding *
 - C. Peñasco-ES Roof - R13-024 - Additional Funding *
 - D. Farmington-Northeast ES - P14-009 - Award Language Change *
 - E. Farmington-Hermosa MS - P14-010 - Award Language Change *
 - F. Grants-Los Alamos MS - P14-014 - Award Language Change *
 - G. 2013-14 Facility Master Plan Awards *
- VII. AMS Subcommittee Report**
 - A. PSFA FY14 Budget Projection & Budget Adjustment Request (BAR) *
 - B. PSCOC FY2013 Annual Report *
 - C. PSCOOTF Bill Drafts (Systems, Waiver/Share Reduction, Ed Tech)
- VIII. Directors Report**
 - A. PSCOC Project Status Report
 - B. Master Plan Project Status Report
 - C. Lease Assistance Report
 - D. Maintenance Program Status
 - E. Standard Lease
 - F. Proposed 2014-2015 Workplan/Timeline
- IX. Next PSCOC Meeting - Proposed for January 16, 2014 – 9:00 AM**

Public Comments

Adjourn

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
SUBCOMMITTEE ASSIGNMENTS**

PSCOC

David Abbey, Chair
Gene Gant, Vice-Chair

Awards Subcommittee

Joe Guillen, Chair
Paul Aguilar
J. Dee Dennis
Frances Maestas

Administration, Maintenance & Standards Subcommittee

Tom Clifford, Chair
Raul Búrciaga
Keith Gardner
Gene Gant

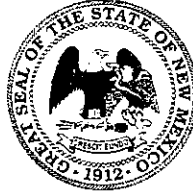
David Abbey will serve on subcommittees in the absence of any member or designee.

STATE OF NEW MEXICO
LEGISLATIVE EDUCATION STUDY COMMITTEE

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Nora Espinoza
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Pat Woods

Frances Ramirez-Maestas, Director

November 26, 2013

MEMORANDUM

TO: David Abbey, Chair
Public School Capital Outlay Council

CC: Lena Archuleta, Administrative Assistant
Public School Facilities Authority

FR: Frances Ramírez-Maestas

**RE: DESIGNATION FOR REPRESENTATION AT PUBLIC SCHOOL CAPITAL
OUTLAY COUNCIL MEETING**

I will be unable to attend the Public School Capital Outlay Council meeting on December 3, 2013. Through this memorandum, I am designating Mr. David Craig, Senior Fiscal Analyst I, to represent me at the meeting.

II. APPROVAL OF MINUTES

(November 7, 2013) *

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
MINUTES
NOVEMBER 7, 2013
STATE CAPITOL BUILDING, ROOM 317
SANTA FE, NEW MEXICO**

Members Present: Mr. David Abbey, LFC Mr. Gene Gant, PEC
Mr. Joe Guillen, NMSBA Mr. Raul Burciaga, LCS
Mr. Paul Aguilar, PED Ms. Frances Maestas, LESC
Mr. Tom Clifford, DFA Mr. Michael Heitz, Office of the Governor

Designees: Ms. Mary Kay Root represented the Regulations and Licensing Department in the absence of Mr. Dee Dennis.

1. Call to Order

Mr. David Abbey, Chair

a. Approval of Agenda

Clerk called roll noting that Ms. Mary Kay Root would represent the Regulation Licensing Department in the absence of Mr. Dee Dennis.

MOTION: Mr. Joe Guillen moved for approval of the agenda as presented. Mr. Gene Gant seconded. Motion carried.

b. Correspondence

Mr. Gorrell referred the Council to a letter of correspondence addressed to Superintendent Randall Earwood from Mr. John Brenna, regarding their acceptance of the Application for Land for Recreation or Public Purposes. The letter indicates that the application includes approximately 75 acres for use as an elementary school with parking, playground, outdoor education/nature trails, and ancillary facilities. This property and facilities will be leased from the Bureau of Land Management (BLM) for the Socorro School District and BLM will continue to work with the district to update the development and improvement plan.

This item will be discussed at a later portion of this meeting.

2. Approval of Minutes (September 30, 2013)

Upon review by the Council, there were changes to the minutes. These changes are made and are reflected in the September 30th final approval of the minutes. Mr. Gant moved for adoption of the September 30, 2013 PSCOC meeting subject to edits and technical corrections. Mr. Guillen seconded. There being no objection the motion carried.

3. District Presentations

• **Capitan—P13-003-Capitan HS & Capitan ES School Update**

Representing the district were Ms. Shirley Crawford, District Superintendent, the President, Vice-President and School Board Members.

Ms. Crawford gave a report summarizing the Capitan High School renovation project. She noted that the Facility Master Plan has been approved. Ms. Crawford stated that her

estimation of renovating the high school would be approximately \$5.9 million and felt that the district would have 10% participation and approximately \$500,000 from an advance from the PSCOC. Ms. Crawford informed the Council that the district passed a bond in the amount of \$5.0 million. Before the bond passed, the district hired Dekker/Perich/Sabatini for the preliminary work and drawings in order to partner with the district to provide information to the public surrounding the bond issue. The Council advanced the district \$500,000 for early work and the advance has been repaid. The district had an early study done as well as basic drawings. The district also had a basic drainage study completed in order to pass the bond. The district determined that using the Construction Manager at Risk (CMAR) would be an advantage. The CMAR was awarded to Bradbury-Stamm. Upon working with the district, Bradbury-Stamm informed the district that they need an additional roof study and engineering survey in order to provide an appropriate quote for their services which the board approved. The cost of the work continued to rise as the district learned more about the building and the extensive work that needed to be done.

The first cost estimate was \$5.3 million and the second estimate was \$5.4 million. However, a floor slope issue was uncovered. It was determined that this is due to the drainage swale along Highway 380 being above the elevation of the high school floors. Because of this, water migrates under the building. It is recommended that all floors be removed and a vapor barrier along the wall. The swale must be addressed in conjunction with the State Highway Department. The current estimate is \$7.2 million. Upon discussions with PSFA staff determined that the current estimate is 82%-83% of the cost of a new building. Because of this, PSFA has made the recommendation constructing a new building would be the more appropriate route to take for the greatest long-term benefit to the district. A town meeting was held to present all information to voters. Though there are many differing opinions, the opinion of most who commented was that there is a desire to do what is best for the students but that acquiring additional funding would be difficult. While it is agreed that a new high school is the most appropriate route, acquiring the necessary funding is difficult. The legislative session and the status of waiver qualifications will be a major factor for the Capitan Schools concerning the next steps in this project.

Ms. Crawford continued stating that the board has voted to halt further decisions until other funding avenues are pursued. To support this, the board has been meeting with legislators in an attempt to get support for legislation that would change the waiver requirements in Section 9 of Section 22-24-5 NMSA 1978 – Public School Capital Outlay projects from: 70% to 50% of students eligible for free/reduced lunch; Residential property tax rate of \$7.00/1000 to \$5.00/1000. The district's current tax rate is \$4.66/1000 and they believe their voters would work with the district to raise the rate to \$5.00/1000 if they were to be able to qualify for additional state assistance with our construction projects. The high school students are going to be moved back into the high school and no renovations will be done prior to summer of 2015. The old high school could be used as an elementary school and be renovated in the future. Ms. Crawford completed her presentation stating that the legislative session and the status of the waiver qualifications will be a major factor in any decision by the board concerning next steps in this project.

Mr. Ovidiu Viorica, Regional Manager stated that the older structures will continue to degrade, areas like the kitchen will need emergency repairs sooner than later and the district is trying to plan carefully. The campus is very flat but new construction can resolve

the issues. Ms. Crawford stated that there are water and drainage issues but have not been thoroughly investigated.

Mr. Guillen stated that the Awards Subcommittee discussed the effect any proposed legislation would have on other districts to get a good solid base of support. Once that is opened up it is subject to amendment by other districts. The district will have a work session to see if other options are available.

With so many unanswered questions, the Council recommended that the district work hard with highway engineers and have them meet with DOT engineers. The staff will work with the district financing staff to look for other options. Staff will request that this item is included their upcoming meeting agenda.

This report is for informational purposes only. No action is required by the Council.

4. 2014-2015 Standards-Based Award Cycle

a. Draft 2014-2015 NMCI Rankings

Mr. Chris Aguilar, PSFA staff, presented this item to the Council noting that both subcommittees have reviewed the 2014-2015 NMCI Rankings and recommend approval.

MOTION: Mr. Clifford moved for Council approval of the Administration, Maintenance & Standards Subcommittee recommendation to release the Draft NMCI Rankings, including charter schools that have been reassessed based on programmatic needs after completing at least one renewal period, for the 2014-2015 Standards-Based Award cycle based on criteria and weightings previously adopted by the Council. Districts are encouraged to review and provide feedback to the PSFA based on technical corrections to the data in order for a Preliminary NMCI Ranking to be released by the PSFA in January and subsequent release of the application which is tentatively scheduled for early March 2014. As this is a subcommittee recommendation a second is not required. There being no objection the motion carried.

b. Survey of Top 30 Schools

Mr. Gorrell presented this item referring the Council to the draft survey letter that is available in their meeting notebooks/ebooks. The survey would assist staff in determining why districts do not apply for standards-based capital outlay grants for their highest ranked schools.

The Council directed staff to distribute the letter as well as the draft 2014-2015 NMCI Rankings on to the 30 highest ranked schools on Monday, November 11, 2013.

MOTION: Mr. Clifford moved that Council directs staff to send out the survey along with the 2014-2015 Draft NMCI Rankings to the 30 highest ranked schools. There being no objection the motion carried.

c. Proposed Workplan/Timeline

Mr. Berry presented the 2014-2015 Workplan/Timeline to the Council noting that the workplan was reviewed by both subcommittees. He noted that waiver applications need to

be reviewed and other district issues for recommendation for master plan assistance awards.

This report is for informational purposes only. No action is required by the Council.

5. Subcommittee Reports

a. Awards Subcommittee Report

- **Financial Plan**

Summary of the PSCOC Financial Plan changes since 9/30/13 Projects Funding Adjustments as follows:

Los Lunas P11-015 Los Lunas HS-Phase 2 Construction
Net Award: \$24,234,815

Ms. Cano presented the financial plan to the Council referring them to their meeting notebooks/e-books. She briefed the Council on the sources and uses noting that there have been no significant changes from the last PSCOC meeting.

Mr. Cano briefed the Council on the FY14 Phase 2 Emergency Funding, noting that the certified adjustments total \$1,574,117. These awards total what the Council has awarded since the beginning of the fiscal year and acknowledgments for the certification adjustments that show amounts previously certified and actual amounts.

It was noted that the Zuni district may come forward with the final payment of their two advances in accordance to the approved repayment schedule. An invoice will be sent to the district. Staff is awaiting the submission of a repayment schedule from the Jemez Mountain and Fort Sumner districts.

She also noted that the Master Plan Awards have been deferred to the December 2013 PSCOC meeting.

Ms. Cano, PSFA staff, noted there will be changes and adjustments to the December 2013 financial plan requesting that footnotes be inserted to the plan.
The Council thanked Ms. Cano for the financial plan report.

- **Additional Funding/Emergency Funding/Award Language Requests**

- **Chama—P06-007 Tierra Amarilla MS/Escalante HS - Additional Funding**

Mr. Pat McMurray, PSFA staff, presented this request noting that there were unforeseen conditions during the performance of remedial work as identified on the Escalante /TA Elementary Action Plan, dated March 29, 2013, that has resulted in a budget shortfall for this project. Additional funds are being requested to complete unforeseen work and to complete remaining identified tasks. The items which remain to be completed are as follows: fire alarm panel (provide UPS & re-key pull stations), unforeseen damages to gym floor refinishing, unforeseen kitchen floor sink damages, and unforeseen rodent abatement. Mr. McMurray stated that abatement and floor as well as gym for areas affected by roof leaks are still being investigated and the project is on scheduled and near completion.

Mr. Abbey noted that at a prior meeting, the Council agreed that the district would not be awarded funding unless they attend the PSCOC meeting. Mr. Aguilar stated

that he was supposed to meet with the Superintendent but had prior commitments but he will meet with him next week. The district insisted the entire floor needs to be sealed but council cannot fund this as it is a maintenance issue.

Mr. Gorrell stated the contract has been signed for completion of the project. He explained these items are part of the scope of the work. However, the roof is not complete. The district will come back to council for related work to the project. Mr. Gorrell noted that there are electrical issues at the school that the Council may have to spend money for evaluation this issue. Mr. McMurray noted that there is a November deadline due to weather.

Mr. Aguilar stated that he is committed to this project. All work has been done and he plans to visit the district. PSFA staff recommends that the Council approve the additional state funding request totaling \$ 67,189 (100%) as requested to complete the project and will work with the district on the other issues. The Council requests that the district present at their next scheduled PSCOC meeting.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2005-2006 standards-based award to the Chama Valley Independent Schools for Escalante High School/Tierra Amarilla Middle School to include additional construction funding to complete the remedial work in an amount up to \$67,189 (100%). Final additional funding amounts will be determined upon review of maintenance-related items by the Public Education Department with the Chama Valley School District and the Public School Facilities Authority.

As this is a subcommittee recommendation a second is not required. The motion passed by a majority vote with Mr. Abbey voting in the negative.

➤ **Chama—P07-003 Tierra Amarilla ES – Additional Funding**

Mr. McMurray presented this item to the Council again noting that unforeseen conditions during the performance of remedial work as identified on the Escalante / TA Elementary Action Plan, dated March 29, 2013, have resulted in a budget shortfall for this project. Additional funds are being requested to complete unforeseen work and to complete remaining identified tasks. The items which remain to be completed are as follows: Electrical Issues (replace time clock), Boiler Issues / excessive noise (assessment & remedial tasks), Gym Drainage (unforeseen concrete / drain work), Water Pressure (assessment & remedial tasks)

Mr. McMurray noted that contractor still has other issues to address and recommends not going beyond the scope of the project. Work will be completed before the end of the year as there are water issues. Mr. Abbey again noted that these are maintenance issues, Mr. Gorrell stated that contractor has been responsive and claims the issues are part of the design and there are circular conversations. He also stated that the district intends to give Yearout Mechanical training. Mr. Gorrell noted that the boiler has been fixed but there will be additional work. Mr. Gorrell stated that some of the items were on the districts list for funding and there was no clear solution from the Council.

In regard to the maintenance issues, Mr. Les Martinez, PSFA staff, noted that the maintenance is poor and staff is working with the district to correct the problems. Mr. Aguilar will address these issue at his meeting with the district. Mr. Abbey is not comfortable in approving this project until the district has had a chance to present to the Council regarding the maintenance issues.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2006-2007 standards-based award to the Chama Valley Independent Schools for Tierra Amarilla Elementary School to include additional construction funding to complete remedial work in the amount of \$161,743 (100%).

As this is a subcommittee recommendation a second is not required. The motion passed by a majority vote with Mr. Gant and Mr. Abbey voting in the negative.

➤ **Deming—P 14-008 Deming Intermediate School - Award Language (Capacity)**
Ms. Martica Casias, PSFA staff presented this item to the Council. Ms. HarvieLee Moore joined the meeting via webcast. Ms. Moore described recent events in the district and their impact on their 2013-2014 award language regarding the award capacity. The Council was referred to the memo dated October 18, 2013. The memo states the following:

- As of the 2013-14 school year, all Deming Public School 6th graders attend Deming Intermediate School.
- There are approximately 427 6th graders in the Deming Public School District, 96 of which are from Columbus (based on the 2012-13 enrollment numbers for 5th grade).
- The District received NM PED approval to re-organize Columbus Elementary School into a pre-K-5th elementary school and move the Columbus 6th graders to Deming Intermediate School.
- The NM PEC denied the Columbus Community Charter School's application to open a charter school in the Village that could potentially be open to 6th graders. As a result, all Columbus area 6th graders attending public school will attend Deming Intermediate School.
- The 2013-14 PSCOC award language for Deming Intermediate School replacement allowed a core capacity of 450 and classroom capacity of 350. Based on last year's enrollment numbers, there are approximately 427 6th graders in the Deming Public School District. The 427 enrollment figure is 77 students over the 350 allowed for classrooms.

The Award Subcommittee has reviewed this request and recommends approval.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the previous 2013-2014 award to the Deming Public Schools for Deming Intermediate School to increase design capacity from classrooms for 350 students to 450 students, grade 6. As this is a subcommittee

recommendation a second is not required. There being no objection the motion carried.

➤ **Espanola—R13-013 Espanola Valley HS Roof – Additional Funding**

Mr. Rico Volpato, PSFA staff presented this item to the Council noting that the results from the 700 wing roof sampling showed the presence of asbestos in the roofing materials. Asbestos remediation was required and performed. This additional funding request funds the required abatement to complete this project.

PSFA staff recommends that the PSCOC approve the state funding request totaling \$21,465 (63%) as requested to complete the project to adequacy. The District has in place their requested additional funding amount match totaling \$12,607 (37%)

The Awards Subcommittee has reviewed this request and recommends approval.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2012-2013 roof award to the Espanola Public Schools for Española High School based on actual cost to complete the work, with an increase in the state share amount of \$21,465 (63%), contingent upon an additional local share of \$12,607 (37%). As this is a subcommittee recommendation a second is not required. There being no objection, motion carried.

➤ **Gallup – Washington ES (P11-005) – Award Language (Capacity), Jefferson ES (P11-008) – Award Language (Capacity) & Discussion of Closure of Juan de Onate ES & Roosevelt ES**

Mr. Leonard Haskie represented the district. Mr. Haskie stated that the district wants to begin the design process immediately so they can hire a design expert. There was a question from PSFA regarding consolidation, however, the language will provide for better maintenance. There is also an issue with drainage and other issues that the district wants to assure that they are moving forward in the right direction. PSFA concurs with the Design capacity recommendation of 450 students for Washington ES.

Mr. Martinez reported that the maintenance assessment is 45% on FMAR score. PSFA provides models to districts and provide feedback reports on how they run their maintenance. Mr. Haskie stated that changes recommended by PSFA have been met and feel that their district has improved. The district intends to hire an individual for preventive maintenance and will maintain the approved square footage. Mr. Haskie informed the Council that there have been 2 audits on their inventory with no findings. The vehicles have been cut in half and are more controlled. Mr. Aguilar stated that Secretary Hanna Skandera has not approved consolidation but will approve soon.

Ms. Casias noted that the Awards Subcommittee and staff have reviewed this request and are in support of the district's request.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the previous 2010-2011 awards to the Gallup-McKinley County Schools to increase design capacity at Washington ES from 204 students to 450 students, grades K-5, and at Jefferson ES from 282 students to 425 students, grades K-5, contingent upon approval of the district request to close Juan de Oñate ES and Roosevelt ES by the Secretary of the Public Education Department. There being no objection the motion carried.

➤ **NMSD/NMSBVI Capital Outlay Funding Requests**

Staff presented a capital funding assistance interface with the Council that included a PSCOC calendar and HED calendar as follows:

- The Special Schools shall seek direct legislative appropriations, including GO Bonds and STBs, through HED and the Legislature to accommodate the local share of the total estimated project cost.
- May -The Special Schools submit all facilities ranked ⁵ within the application range the PSCOC has advertised, through the PSCOC Applications process. In addition, the Special Schools submit all other projects not in the wNMCI ranked list for validation by the PSCOC prior to presenting prioritized funding requests to the HED in June.
- June -The Special Schools submit the PSCOC applications and validation requests defining local funding needs, in HED format, to HED.
- July -The Special Schools advise HED as to PSCOC Awards and Validations to enter the process for capital outlay funding.

Staff reported that the NM School for the Deaf and the NM School for the Blind and Visually Impaired are moving forward with their projects and working with a legislative committee regarding legislative funding. The project will be revisited by the Public School Capital Outlay Oversight Task Force at its November meeting.

b. Administration, Maintenance & Standards Subcommittee Report

➤ **PSFA FY13 Audit Update**

Mr. Jeff Eaton, PSFA staff, presented this item to the Council referring them to a letter from Herman Chavez, Ricci, Porch & Company, that was made available in their meeting notebooks/e-book. He briefed the Council on the findings and the progress of the audit. Staff will meet with the auditors on the week of November 18, 2013 to wrap up miscellaneous pending item and assist staff with MD&A. An exit conference is anticipated the week of December 2, 2013.

➤ **PSCOOTF Bill Drafts (Building Systems, Waiver/Share Reduction, Ed Tech)**

Ms. Sharon Ball, Legislative Council Services, gave an update on the changes of the draft legislation. Staff provides draft the legislation to the PSCOOTF. The staff does not advocate legislation but only provide factual analysis, which pertains to the Council, to the legislature.

➤ **Standardized Lease Development Status Report**

Mr. Gorrell informed the Council that a meeting was held to review the draft charter school lease and lease purchase documents, including amendments with charter

school stakeholders. PSFA coordinated the meeting with their contracted attorney Ken Hunt conducting the review. A condensed summary is made available to the Council in the meeting notebook/e-book.

Mr. Clifford suggests that a special subcommittee be created to for discussion of this item. Mr. Clifford will chair the subcommittee, to include Mr. Burciaga and other interested members. The subcommittee will then report their finding to the full Council at its June 2014 PSCOC meeting. Mr. Gorrell noted that charters should have their attorneys present when discussion is taking place. Mr. Clifford noted that the Council needs to a standardized set of terms and conditions and take comments and incorporate into document. The DFA and LCS staff will be included in developing the terms. Mr. Guillen supports the standardized lease and voiced interest in involvement in the special subcommittee.

Mr. Gorrell informed the Council that the standardized lease is included in the PSCOC/PSFA timeline with the intent to complete it by March, adopt in April and submit for rulemaking in May. He requested permission from the Council to allow staff to incorporate all comments and input into the document then present it to the subcommittee. The Standardized Lease awards will not be granted until Spring 2014.

Upon further discussion Council granted permission to allow staff to move forward as deemed necessary.

➤ **Santa Fe Indian School Funding Discussion**

Mr. Gary Lujan represented the Santa Fe Indian School stating that the school is interested in discussions regarding looking into the PSCOC process. Internally, the school recognizes that there may be parameters that need to be investigated as part of moving forward in discussion. In respect to House Memorials that have passed and prerequisites within, the school would like to continue discussion moving into Spring 2014.

The school is searching for ways to have access to GO Bonds and Capital Outlay. The school representatives would like to discuss any obstacle that would get in the way of funding the school. The school would like to be included in the capital outlay process and the legislature to accommodate the Indian School.

At their last Awards Subcommittee meeting, the subcommittee requested that the school compile a list of issues and how they could be addressed and then presented to the full Council. It was noted that the school is a federally funded grant school and funding is based on student count. Mr. Lujan stated that part of the executive order of 2013 have to go through consultation regarding financial accountability and the process has been complete. The school is now waiting for an IDA to engage the process. The school has significant designs with a completion of 75% but without the IAD in place, the contract cannot move forward. The school is within their scope of project completion. The school has \$700,000 in funds appropriated by the state.

The Council welcomed Representative Luciano “Lucky” Varela. Mr. Varela stated that there were obstacles and would like school to come before the legislature to accommodate the school. Mr. Abbey noted that the wellness center is complete and wonders how state appropriations assisted in this project. Representative Lujan stated that total of project is \$3 million and explained there is school management responsibility and focus on education. He stated that he has not had a chance to confer with the Speaker of the House, but will before 2014 legislative session. Mr. Clifford wants an analysis of identifying issues and how they could be addressed. Mr. Abbey stated that the school has a good advocate in Representative Varela and recommends going before the task force to move their project forward.

6. Director’s Report

a. Project Status Reports

➤ PSCOC Project Status Report

Mr. Gorrell presented the Project Status Report to the Council, noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee. He highlighted the various projects in the report noting that projects are moving forward with very few projects that are behind schedule. The report will be modified as projects move forward.

This report is for informational purposes only. No action is required by the Council.

➤ Master Plan Project Status Report

Mr. Gorrell presented the Master Plan Project Report to the Council noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee.

This report is for informational purposes only. No action is required by the Council.

➤ Lease Assistance Report

Mr. Gorrell presented the Lease Assistance Payment Report to the Council noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee.

This report is for informational purposes only. No action is required by the Council.

The Council requested that staff spend time on reviewing the status reports and possibly develop other methods of formatting.

b. Next PSCOC Meeting—Proposed for December 3, 2013

Upon discussion, the Council agreed to hold their next PSCOC meeting on December 3, 2013.

7. Public Comments

Mr. Gorrell and Mr. Abbey announce that Mr. Tim Berry is leaving the PSFA and will be working in California. Mr. Berry was given a letter of appreciation from PSCOC and PSFA. The letter thanks Mr. Berry for his 28 years of service to New Mexico. The Council members are especially thankful for the tremendous work he has done as Deputy Director of the New Mexico Public School Facilities Authority. The letter also reads that Mr. Berry has helped to

transform the capital outlay process and has assisted school districts by improving their school facilities.

The letter also noted that Mr. Berry has been with PSFA since its inception as the Deficiencies Correction Unit. Many of his ideas, and those he carried forward from the districts, have been incorporated into the NM Standards-Based Capital Outlay Program.

Mr. Berry's dedication, professionalism and knowledge over the last twelve years resulted in the most successful government program ever in New Mexico. His co-workers, district customers, and state agencies throughout the state have expressed their appreciation of him, his expertise, and the time he dedicated to the PSFA.

Mr. Berry's hard work will long benefit the children and families of New Mexico.

8. Consideration for Approval to Adjourn to Executive Session

Mr. Guillen moved for Council approval to adjourn to Executive Session pursuant to the Open Meetings Act NMSA 1978, § 10-15-1 (H) (7) for the purpose of discussing "pending litigation" of a PSCOC-funded project.

Roll Call—Present:

Mr. David Abbey	Mr. Gene Gant	Mr. Micheal Heitz
Mr. Joe Guillen	Mr. Raul Burciaga	Mr. Raul Burciaga
Mr. Paul Aguilar	Ms. Frances Maestas	Mr. Tom Clifford

9. Reconvene to Open Session (Roll Call)

Council approval to reconvene from Executive Session pursuant to the Open Meetings Act NMSA 1978, § 10-15-1 (H) (7) for the stated purpose of discussing "pending litigation" of a PSCOC-funded project. Only the above-referenced items were discussed and no votes were taken.

Roll Call-Present

Mr. David Abbey	Mr. Gene Gant
Mr. Joe Guillen	Mr. Micheal Heitz
Mr. Tom Clifford	

10. Statement of Closure

Mr. Guillen moved for Council approval of the settlement agreement between the various parties for the roof failure event at Cleveland High School (PSCOC Project P06-027). The PSFA share of the agreement shall be applied to the total expenditures under the Memorandum of Understanding for the project. There being no objection the motion carried.

Adjourn

There being no further action to come before the Council, the meeting adjourned at 12:45 PM.

_____ **Chair**

_____ **Date**

III. Consideration for Approval to Adjourn to Executive Session Pursuant to the Open Meetings Act NMSA 1978, § 10-15-1 (H) and NMSA 1978, § 12-6-5 for the purpose of reviewing draft PSFA FY13 Audit (Roll Call) *

IV. RECONVENE TO OPEN SESSION (ROLL CALL) *

V. PRESENTATIONS

A. Secretary Darryl Ackley, DOIT – IT Infrastructure in Schools

B. Chama – District Maintenance Improvement Plan

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: Chama - District Maintenance Improvement Plan

III. Name of Presenter(s): Les Martinez, Facilities Maintenance and Operations Support Manager

IV. Proposed Motion:

Informational Item.

V. Executive Summary:

The Chama district was directed to provide an update on their Preventive Maintenance (PM) plan to improve maintenance for the district facilities.

- The district PM plan was enhanced recently to include Snow Removal, IPM (Integrated Pest Management) and Facility Maintenance Assessment Report (FMAR) reporting.
- Facility Information Management System (FIMS) use is Satisfactory (2.0 out of 3.0) and the district has committed to enhancing their use. The most beneficial task will be for them to get additional training in Preventive Maintenance Direct (PMD) and enhance their PM schedules to include Walk-Through -Self inspections.
- FMAR average for the district remains at 55.53% (Poor). The district has taken all FMARs and created work orders for items that were less than Satisfactory or had a deficiency factor of *Major* or *Minor*. Some of these deficiency factors were repaired under the construction contracts. The district has requested a reevaluation of their program and conditions.

Requirements for funding through the PSCOC:

- A current Preventive Maintenance (PM) plan for scheduled maintenance (helps systems reach their design life).
- Effective use of the FIMS (Facility information Management System) for implementation/documentation and protection of the facilities and systems.
- An average FMAR scores of 70% or better.

CHAMA VALLEY INDEPENDENT SCHOOLS #19

ANTHONY CASADOS, SUPERINTENDENT
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BOARD OF EDUCATION
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November 22, 2013



New Mexico Public Education Department
School Budget Planning Unit
300 Don Gaspar
Santa Fe, NM 87501

**Re: Chama Valley Independent School District No. 19 (the "District")
Rio Arriba County, New Mexico
March 4, 2014 General Obligation School Building Bonds Special Election**

Dear Ladies and Gentlemen:

Pursuant to Section 6-15-1, NMSA 1978, the District wishes to advise you that voters within the District will, on March 4, 2014, vote on whether the District should issue \$6,900,000 in General Obligation School Building Bonds in order to erect, remodel, make additions to and furnish school buildings, purchase or improve school grounds, purchase computer software and hardware for student use in public schools, provide matching funds for capital outlay projects funded pursuant to the Public School Capital Outlay Act, or any combination of these purposes.

Thank you.

Very truly yours,

Anthony Casados
Superintendent

District Facilities Staffing

CHAMA

		SF maintained per full-time Custodial Worker:	26,102.33												
District_SF:	156614	SF maintained per full-time Maintenance Worker:	125,291.20												
Site_Acreage:	16.1	Acres maintained per full-time Grounds Worker:	64.40												
		<table><tr><th>Optimal Makeup</th><th>Count</th><th>Delta</th></tr><tr><td>Custodian:</td><td>4.88</td><td>1.12</td></tr><tr><td>Maintenance:</td><td>1.70</td><td>-0.45</td></tr><tr><td>Grounds:</td><td>0.52</td><td>-0.27</td></tr></table>		Optimal Makeup	Count	Delta	Custodian:	4.88	1.12	Maintenance:	1.70	-0.45	Grounds:	0.52	-0.27
Optimal Makeup	Count	Delta													
Custodian:	4.88	1.12													
Maintenance:	1.70	-0.45													
Grounds:	0.52	-0.27													
Custodian_Count:	6														
Maintenance_Count:	1.25														
Grounds_Count:	0.25														

Comment: Between Maintenance and Grounds, the district seems to be short about one FTE. Custodial seems to be heavy by one FTE, recommend the district re-evaluate their staffing make-up. Teachreage and Adminstration square footage is not considered in this analysis.

District Square footage is campariable to 104.409 1500 sf homes.

ASU Benchmark (Median)	
SF maintained per full-time custodial worker	32100.0
SF maintained per full-time maintenance worker	92074.0
Acres maintained per full-time grounds worker	31.0

FIMS Feedback Report

CHAMA

Calendar Year: 2013 Qtr: 3

Overall FIMS Summary:

MD Score: 2.00

W.O. Backlog %: 18.39% *Goal: < 25% Work Order Backlog*

Transaction %: 80.46% *Goal: >100% Transaction Percentage*

Comments: The district has started to use FIMS more effectively but are not capturing all costs on work orders. They are also not processing any reactive type work orders . Recommend they improve that ALL work orders have Labor, Materials, and or Contract costs.

PMD Score: 1.75

PM Cost Ratio: 0.00% *Goal: > 20% PM Cost Ratio is the target measure*

PM Completion %: 84.66% *Goal: > 95% PM Completion rate is the target*

Comments: The district's cost ratio cannot be calculated because they are only processing PM's and no reactive work orders. The district should strive for a 95% PM completion rate, work orders date longer than 45 days. Recommend PMD training(1-877-868-3833)

UD Score: 2

Comments: The district has entered in their missing data for the FY. There is current and historical now in UD. FIMS score adjusted after district informed PSFA that they got their data entered. Recommend the development of an Energy Manangement Program.

* Scores ranges from 0 to 3.0

Maintenance Direct Proficiency

General Information

Assesment Date (mm/dd/yyyy):

Assesor:

Training Information

Has the FIMS Account for the district been setup using the NM Standards and all relevant district information? 0.5

Has FIMS training occurred? 0.5

Work Order Information

New Request:	5	New PM Requests:	1	
WIP:	11	WIP PM's:	0	
Complete:	49	Complete PM's:	0	
Closed:	38	Closed_PM:	34	0.25
Pending:	0	Pending PM's:	0	0.25
Total Reactive WO's	92	Total PM WO's	35	Backlog % : 18.39%

Location Information

Locations:

Square Footage:

MEM Count

Blank Code Information

Blank Craft Code:

Blank Purpose Code:

Transaction Information

Labor Transactions: 0

Material Transactions: 0.25

Contract Transactions: Transaction %

Data Analysis Information

Can the District provide monthly progress reports?

Is the district establishing reports to analyze data over time? 0

Is the district utilizing data to drive customer service?: 0.25

Can the district provide 3 examples of utilizing MD for decision making? 0

Is the district using data to drive the most efficient use of resources? 0

Total MaintenanceDirect Score

MD_Score:

Preventative Maintenance Direct Proficiency

General Information

Assesment Date (mm/dd/yyyy):	10/9/2013
Assesor:	McCurdy, Jeffrey

Training Information

Has the FIMS Account for the district been setup using the NM Standards and all relevant district information?	Y	0.5
Has FIMS training occurred?	Y	0.5

PM Schedule Information

Number of Schedule Types:	10	0.5
Number of Schedules Running:	31	
Are Schedules being processed in a timely manner (<45 days) ?	N	0
Is facility equipment being tied to schedules?	Y	0.25
District now linking Equipment to reactive work orders. This equipment "downtime" can be utilized to measure reliability of PM efforts.	N	0

PM Cost Ratio

PMCostRatio:	0.00%	0

PM Completion Rate

PMCompletion:	84.66%	0

Total Preventative Maintenance Direct Score

PMDScore:	1.75

Utility Direct Proficiency

General Information

Assesment Date (mm/dd/yyyy):

Assesor:

Training Information

Has the FIMS Account for the district been setup using the NM Standards and all relevant district information?	Y	0.5
Has the district identified and entered utility bills?	Y	0.5
Has the district listed utility vendors?	Y	

Building Information

Square Footage:

MEM Count:

Current/Historical Utility Information

Does the district have current utility data?	Y	0.5
Does the district have 1 year of historical data?	Y	0.5
Does the district have 2 years of historical data?	N	

Data Analysis Information

Has the district identified reports for data trending to include 3 reports on home page?	N	0
Is the district utilizing the data for cost and usage comparisons?	N	0
Has the district analyzed the data for budgetary planning?	N	0
Has the district demonstrated the opportunity for cost savings and reduced consumption?	N	0

Total Utility Direct Score

UD Score:

Chama current PM schedules as of 11/26/2013

PM Schedule Title	Location	Type
Bus/Maint Complex-Semi-Annual-Roof Insp.	Del Sol Bus/Maintenance Complex	Roof Coverings
CES-Weekly-Walkthrough Insp.	Chama Elementary and Middle School Complex	
CES/MS-Monthly-Playground Eq. Insp.	Chama Elementary and Middle School Complex	Playground Structures & Equipment
Chama Housing-Semi-Annual-Roof Insp.	Chama Housing	Roof Coverings
CMS-Monthly-Exit/Emergency lights Insp.	Chama Elementary and Middle School Complex	Special Electrical Systems
CMS-Monthly-Fire Extinguisher Check	Chama Elementary and Middle School Complex	Fire Extinguishers
CMS/ES-Semi-Annual-Roof Insp.	Chama Elementary and Middle School Complex	Roof Coverings
Escalante Water Heater -Gas	Escalante High and Middle School Complex	Domestic Water Distribution
EHS Contracted Elevator PM	Escalante High and Middle School Complex	Elevators
EHS Door PM Schedule	Escalante High and Middle School Complex	Exterior Doors
EHS Electrical Panel PM	Escalante High and Middle School Complex	Electrical Services & Distribution
EHS Exterior Lighting PM	Escalante High and Middle School Complex	Special Electrical Systems
EHS Fuel Distribution Systems PM	Escalante High and Middle School Complex	Fuel Distribution Systems
EHS Sump Pump PM	Escalante High and Middle School Complex	Special Plumbing Systems
EHS-Monthly-A Wing Fire EXT Insp.	Escalante High and Middle School Complex	Fire Extinguishers
EHS-Monthly-B Wing Fire Ext Insp.	Escalante High and Middle School Complex	Fire Extinguishers
EHS-Monthly-C Wing Fire Ext. Insp	Escalante High and Middle School Complex	Fire Extinguishers
EHS-Semi-Annual-Roof Insp.	Escalante High and Middle School Complex	Roof Coverings
EHS-Yearly-Site Drainage	Escalante High and Middle School Complex	Storm Sewer Systems
EHS/MS-Month-Emergency/Exit Light Insp.	Escalante High and Middle School Complex	Special Electrical Systems
EHS/MS-Month-Emergency/Exit Light Insp.	Escalante High and Middle School Complex	Special Electrical Systems
EHS/MS-Month-Emergency/Exit Light Insp.	Escalante High and Middle School Complex	Special Electrical Systems
EHS/MS-Weekly-Walkthrough Insp.	Escalante High and Middle School Complex	
Escalante Outside Lighting	Escalante High and Middle School Complex	Special Electrical Systems
Escalante Water Heater -Electric	Escalante High and Middle School Complex	Domestic Water Distribution
Escalante Water Softner PM	Escalante High and Middle School Complex	Special Plumbing Systems
Honeywell-Quarterly-HVAC PM	TA Elementary and Chama ES and MS	Special HVAC Systems & Equipment
PA System PM	Escalante High and Middle School Complex	Special Electrical Systems
Quarterly-Grease Traps Cleaning	All Locations	Commercial Equipment
Quarterly-Kitchen Equipment Inspection	All Locations	Commercial Equipment
Safety Disconnect Switch PM	Escalante High and Middle School Complex	Electrical Services & Distribution
Semi-Annual-Kitchen Hood Cleaning	All Locations	Distribution Systems
T.A ES-Weekly-Walkthrough Insp.	Tierra Amarilla Elementary	
T.A.ES-Monthly-Fire Extinguishers Check	Tierra Amarilla Elementary	Fire Extinguishers
T.A.ES-Yearly-Storm Sewer System	Tierra Amarilla Elementary	Storm Sewer Systems
T.A.ES/MS-Monthly-Playground Eq. Insp.	Tierra Amarilla Elementary	Playground Structures & Equipment
T.A.MS/ES-Semi-Annual-Roof Insp.	Tierra Amarilla Elementary	Roof Coverings
TA ES Exit Emergency Light Monthly Insp.	Tierra Amarilla Elementary	Special Electrical Systems
TACO-Monthly-Exit/Emergency Lights Insp.	TA Central Office	Special Electrical Systems
TACO-Monthly-Fire Extinguisher Insp.	TA Central Office	Fire Extinguishers
TACO-Semi-Annual-Roof Insp.	TA Central Office	Roof Coverings
Yearly-Contracted-Fire Alarm Insp.	All Locations	Special Fire Protection Systems
Yearly-Contracted-Fire Suppression Insp.	All Locations	Fire Extinguishers
Yearly-Preventative Maint. Plan Update	All Locations	Site Development

Facility Maintenance Assessment Report

2012 CHAMA

053064 TIERRA AMARILLA ELEMENTARY

Combined Id 1:
Schools Id 2:

FMAR_Date: 4/11/2012 Weather: Cloudy 55 degrees with 40 mph winds

PSFA Reps: Larry Tillotson

District Reps : Luis Archuleta, Cust/Maint

Overall School Maintenance Rating	
Outstanding	90.1% to 100%
Good	80.1% to 90%
Satisfactory	70.1% to 80%
Marginal	60.1 to 70%
Poor	<= 60%

Deficiency Factors		
Life Safety, Health or Property Loss Exposure Multipliers		
Minor Deficiency	1.5	Potential Threat and No Work Order
Major Deficiency	3.5	Immediate Threat and No Work Order

Area	Performance Items	Performance Level					Deficiency Factors			Performance Deficiencies			
		Outstanding	Good	Satisfactory	Marginal	Poor	Minor x 1.5	Major x 3.5	None	Weight	Performance	Deficiency	Calculated Score
Site	Roadway/Parking	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Site Utilities	○	●	○	○	○	○	○	●	5	-0.95	0	-4.75
	Playgrounds/Athletic Fields	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Site Drainage	○	○	●	○	○	○	○	●	8	-1.89	0	-15.12
	Sidewalks	○	●	○	○	○	○	○	●	2	-0.95	0	-1.90
	Grounds	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
Building Exterior	Windows/Calking	○	○	●	○	○	○	○	●	3	-1.89	1.5	-8.51
	Walls/Finishes	○	○	○	●	○	○	○	●	5	-2.83	0	-14.15
	Entry/Exterior Doors	○	●	○	○	○	○	○	●	7	-0.95	0	-6.65
	Roof/Flashing/Gutters	○	○	○	●	○	○	○	●	10	-2.83	3.5	-99.05
Building Interior	Walls/Floors/Ceilings/Stairs	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Interior Doors	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Restrooms	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Housekeeping	○	○	●	○	○	○	○	●	4	-1.89	0	-7.56
Building Equipment and Systems	Electrical Distribution	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Lighting	○	○	○	○	●	○	○	●	5	-3.77	3.5	-65.98
	Fire Protection Systems	○	○	○	○	●	○	○	●	10	-3.77	3.5	-131.95
	Equipment Rooms	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
	Heating/Cooling/Ventilation	○	○	○	●	○	○	○	●	10	-2.83	0	-28.30
	Air Filters	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Kitchen Equipment/Refrig	○	●	○	○	○	○	○	●	2	-0.95	0	-1.90
	Plumbing/Water Heaters	○	○	○	●	○	○	○	●	6	-2.83	0	-16.98
Maintenance Management	PM Plan	○	●	○	○	○				10	-0.95		-9.5
	FIMS and Equipment Data	○	○	○	●	○				7	-2.83		-19.81
	Staff Development	○	○	●	○	○				5	-1.89		-9.45
	Maintenance Safety	○	○	●	○	○				5	-1.89		-9.45
	Maint. Contractor Oversight	●	○	○	○	○				5	0		0.00
	Facilities Mater Plan (Renewal)	○	●	○	○	○				3	-0.95		-2.85
Total Performance Deficiencies:		-497.38		Total Score:		502.62		Overall Rating:		50.26%			

Comments Section

Roadway/Parking

Parking areas effectively striped but limited spacing is available. Some fire lane deteriorated striping identified. Parking bumpers removed throughout as they were damaged by snow plows. Drainage appears effective. 1 removed sign identified by the propane tanks needs reinstallation in the appropriate location or stored.

Site Utilities

Site utilities are in good well kept condition throughout, protected by bollards, gates and labeled. Recommend locks on gates.

Playgrounds/Athletic Fields

Impact material identified as in good condition. Excessive amounts blown onto the sidewalks needs management P3266. Some trash identified in the corner of playground. 1 chin-up device needs to be tightened.

Site Drainage

Appears effective. Drains are clear throughout the site. Noted excessive amounts of snow pushed up against the facility.

Sidewalks

Appears to be in good condition throughout the site. Some cracking occurring with no trip hazards identified.

Grounds

Appeared in satisfactory condition with building approach showcasing well . No excessive weed growth identified. Trees and shrubs managed well. No safety hazards. Identified some muddy conditions.

Windows/Caulking

Windows in good condition. 1 identified with small metal tears needs repair to prevent injuries P:3268

Walls/Finishes

1 exterior location adjacent to playground where stucco has fallen off the wall that needs further review and repair.

Entry/Exterior Doors

Doors and hardware (frames/ door closures etc.) appear to be in good condition throughout. Handicap devices working well.

Roof/Flashing/Gutters

Visually the areas appear clear of debris and maintained. 1 section of roof soffit is hanging down and needs attention to prevent further excessive damage. Stucco section failing P:3251-56. District has an established plan for repair through a general contractor.

Walls/Floors/Ceilings/Stairs

1 stained ceiling tile identified. Walls and floors in good condition throughout.

Interior Doors

Identified in good condition throughout.

Restrooms

Cafeteria bathroom: 1 of 2 hand dryers out & 3 light covers missing P:3312. Otherwise is good condition throughout.

Housekeeping

Appears to be in good condition with processes implemented. Recommend additional floor mats at the main facility entrances.

Electrical Distribution

Electrical panels in good well kept labeled condition throughout.

Lighting

Custodian reported the exterior lighting system does not work. Recommending additional review to determine cause and a plan to correct.

Fire Protection Systems

Water valve leak identified in the exterior fire pump room 3217-19. Fire extinguishers missing monthly PM inspections. Fire alarm system in normal operation. Identified large amounts of combustibles in the computer classroom P3334. Recommend removal and/or improved storage techniques.

Equipment Rooms

Custodial/mechanical closets appeared in good condition. Some identified as having excessive unorganized storage P:3306

Heating/Cooling/Ventilation

Boiler flame burners get blown out excessively. District is working on establishing a plan to repair/replace burner through the manufacturer. Lower combustion air flow blocked off with insulation. Recommend removal Some unorganized storage identified.

Air Filters

Evidence of recent air filter changes in boxes located in trash. Unable to access the filtered on HVAC unit locations.

Kitchen Equipment/Refrig

In good clean condition, No Hood system device in service.

Plumbing/Water Heaters

Plant growth underneath the "Wessels" tank in the exterior pump room P3223. 1 water spigot leak identified. Water fountains and water heaters appear in well kept condition.

Facility Maintenance Assessment Report

2012 CHAMA

053165 ESCALANTE HIGH

Combined Id 1:
Schools Id 2:

FMAR_Date: 4/11/2012 Weather: Cool, sunny with 30 mph winds.

PSFA Reps: Larry Tillotson

District Reps : Johnny Leyba, Cust/Maint Mark Leyba, Cust/Maint

Overall School Maintenance Rating	
Outstanding	90.1% to 100%
Good	80.1% to 90%
Satisfactory	70.1% to 80
Marginal	60.1 to 70%
Poor	<= 60%

Deficiency Factors		
Life Safety, Health or Property Loss Exposure Multipliers		
Minor Deficiency	1.5	Potential Threat and No Work Order
Major Deficiency	3.5	Immediate Threat and No Work Order

Area	Performance Items	Performance Level					Deficiency Factors			Performance Deficiencies			
		Outstanding	Good	Satisfactory	Marginal	Poor	Minor x 1.5	Major x 3.5	None	Weight	Performance	Deficiency	Calculated Score
Site	Roadway/Parking	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Site Utilities	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Playgrounds/Athletic Fields	○	●	○	○	○	○	○	●	5	-0.95	0	-4.75
	Site Drainage	○	○	○	○	●	○	●	○	8	-3.77	3.5	-105.56
	Sidewalks	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
	Grounds	○	○	○	●	○	○	○	●	2	-2.83	0	-5.66
Building Exterior	Windows/Calking	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Walls/Finishes	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Entry/Exterior Doors	○	●	○	○	○	○	○	●	7	-0.95	0	-6.65
	Roof/Flashing/Gutters	○	○	○	●	○	●	○	○	10	-2.83	1.5	-42.45
Building Interior	Walls/Floors/Ceilings/Stairs	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Interior Doors	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Restrooms	○	●	○	○	○	○	○	●	3	-0.95	0	-2.85
	Housekeeping	○	○	●	○	○	○	○	●	4	-1.89	0	-7.56
Building Equipment and Systems	Electrical Distribution	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Lighting	○	●	○	○	○	○	○	●	5	-0.95	0	-4.75
	Fire Protection Systems	○	○	○	○	●	○	●	○	10	-3.77	3.5	-131.95
	Equipment Rooms	○	○	○	○	●	○	●	○	2	-3.77	3.5	-26.39
	Heating/Cooling/Ventilation	○	○	○	○	●	○	●	○	10	-3.77	3.5	-131.95
	Air Filters	○	○	○	○	●	○	●	○	5	-3.77	3.5	-65.98
	Kitchen Equipment/Refrig	○	○	○	○	●	○	●	○	2	-3.77	3.5	-26.39
	Plumbing/Water Heaters	○	○	○	●	○	●	○	○	6	-2.83	1.5	-25.47
Maintenance Management	PM Plan	○	●	○	○	○				10	-0.95		-9.5
	FIMS and Equipment Data	○	○	○	●	○				7	-2.83		-19.81
	Staff Development	○	○	●	○	○				5	-1.89		-9.45
	Maintenance Safety	○	○	●	○	○				5	-1.89		-9.45
	Maint. Contractor Oversight	●	○	○	○	○				5	0		0.00
	Facilities Mater Plan (Renewal)	○	●	○	○	○				3	-0.95		-2.85
Total Performance Deficiencies:		-684.80		Total Score:		315.20		Overall Rating:		31.52%			

Comments Section

Roadway/Parking

Striping and signage of main parking lot is good. Handicap parking signs removed and striping at the back of the facility not legible P2998-3000. Recommend review and re-establish.

Site Utilities

Areas clear and well kept. Recommended removal of minor weeds and securing gated locations with locks.

Playgrounds/Athletic Fields

Identified in good condition throughout the site. Well maintained.

Site Drainage

Site drainage appears to be a challenge. Cracking & erosion of seals at concrete where it meets the building are failing & separating.

Sidewalks

Identified concrete/building joint separation on Northside of the building that needs resealing and further review to determine cause. Staff advised a location where exit door is not accessible as sidewalks heaves during freezing weather P:3035. Sidewalks in good condition with minor spalling and no apparent heaving identified.

Grounds

Identified 1 water faucet leaking and staff advised the exterior sprinkler system does not work P:3003, 3004. They are watering grounds by hand. Major system not operating. Roof runoff is a maintenance challenge causing muddy areas.

Windows/Caulking

1 area identified a door/window frame assembly with a large gap needing sealing P:3001. Windows appeared in good condition throughout.

Walls/Finishes

Appear in satisfactory condition. Identified excessive amount of swallow nests throughout the site recently removed and a section on the higher room areas where they are still evident. 2 holes in stucco need sealing. 1 damaged soffit location by a lift needs repair. Some cracking of stucco evident. Follow up with cleaning of stucco and program of IPM.

Entry/Exterior Doors

Doors identified in good condition however missing door sweeps in several areas. Recommend replacing for improved energy efficiency, dust control, and prevention of pest intrusion P 3002. Handicap devices work well.

Roof/Flashing/Gutters

Some metal debris on the TPO roof identified P3155 & 1 roof tool P3176. Recommend removal to prevent tears. Drains clear and only minor trash identified P3171. Roof soffit damage identified at main entrance & at the back of school P:2983-2985. District is developing a plan to replace the damaged section of roof at the main entrance through a contractor. It is recommended a PM program be established thereafter.

Walls/Floors/Ceilings/Stairs

Hallways and walls in good condition throughout. Minor amount of stained/missing tiles identified P:3108. Recommend repair and/or replace.

Interior Doors

3 Doors sweeps missing & large gap identified P:3045-46. Some areas not accessible by the custodial staff as they advised they don't have keys.

Restrooms

Restrooms identified in good operating condition throughout. 2 soap dispensers out of soap.

Housekeeping

Identified good throughout public ways. Recommend improvements in storage closets for accessibility and safe storage processes. Recommend door mats at all entry ways for improved housekeeping.

Electrical Distribution

Electrical panels in good condition throughout, effectively labeled. 5 electrical outlets at floor level missing

cover plates. Recommend replacement. Recommend securing exterior site utilities with locks or security device.

Lighting

Lighting identified as good throughout.

Fire Protection Systems

Fire alarm in working order at the time of survey. Fire extinguishers in good condition. 1 found from 2009 not current P3120. 1 with broken plexiglass in gym P3142. VOAG Shop: 2 fire exits obstructed. Flammable materials identified improperly stored w/ combustibles. High storage identified throughout the site. 1 flammable cabinet found outside deteriorating/rusting P2981-82.

Equipment Rooms

Identified with excessive unorganized, dirty and high storage through out utility closets 3014, 3072, 3126 3136,. IT areas unorganized P:3054-55, 3068. Space heaters in use. Science lab chemicals areas unsecured with hazardous materials present.

Heating/Cooling/Ventilation

High Voltage control cover panels not replaced P3015. Difusers covered in classrooms and kitchen as air flow is too much P3051. 1 RTU has filters dated 6-8-10 with dirty fins and missing filter P3151-54. Ineffective Contractor Vendor Management identified.

Air Filters

1 unit with identified air filter 2 years old with dirty fins. Trash identified. Ineffective contractor vendor management.

Kitchen Equipment/Refrig

Exhaust vents covered as too much air reported. 1 exhaust diffuser vent missing P:3114. Hood is in satisfactory condition w current PM w/1 light out. 2 reported design flaws: Insink aerator 3080, 81 & 3083-84. Walk-in refrigerator coils dirty, 3095. Dry stores storage too high P:3116, 3118, 3119. Electrical access panel missing on ice machine. Staff reported hood system not working.

Plumbing/Water Heaters

1 water heater lower combustion air flow vent system covered. Recommend removal. Gas valves in classrooms missing identifiers P:3025-28. 1 of 2 eye wash stations not working effectively P3032. Recommend managing PM's through FIMS.

Facility Maintenance Assessment Report

2013 CHAMA

053036 CHAMA ELEMENTARY

Combined Id 1:
Schools Id 2:

FMAR_Date: 3/20/2013 Weather: Cool 45 cloudy

PSFA Reps: Chris Trujillo

District Reps: Felipe Atencio

Overall School Maintenance Rating	
Outstanding	90.1% to 100%
Good	80.1% to 90%
Satisfactory	70.1% to 80%
Marginal	60.1 to 70%
Poor	<= 60%

Deficiency Factors		
Life Safety, Health or Property Loss Exposure Multipliers		
Minor Deficiency	1.5	Potential Threat and No Work Order
Major Deficiency	3.5	Immediate Threat and No Work Order

Area	Performance Items	Performance Level					Deficiency Factors			Performance Deficiencies			
		Outstanding	Good	Satisfactory	Marginal	Poor	Minor x 1.5	Major x 3.5	None	Weight	Performance	Deficiency	Calculated Score
Site	Roadway/Parking	○	○	○	●	○	○	○	●	3	-2.83	0	-8.49
	Site Utilities	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Playgrounds/Athletic Fields	○	○	○	●	○	●	○	○	5	-2.83	1.5	-21.23
	Site Drainage	○	○	●	○	○	○	○	●	8	-1.89	0	-15.12
	Sidewalks	○	○	○	●	○	○	○	●	2	-2.83	0	-5.66
	Grounds	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
Building Exterior	Windows/Calking	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Walls/Finishes	○	○	○	●	○	○	○	●	5	-2.83	0	-14.15
	Entry/Exterior Doors	○	○	●	○	○	○	○	●	7	-1.89	0	-13.23
	Roof/Flashing/Gutters	○	○	●	○	○	○	○	●	10	-1.89	0	-18.90
Building Interior	Walls/Floors/Ceilings/Stairs	○	○	○	●	○	○	○	●	3	-2.83	0	-8.49
	Interior Doors	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Restrooms	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Housekeeping	○	●	○	○	○	○	○	●	4	-0.95	0	-3.80
Building Equipment and Systems	Electrical Distribution	○	○	●	○	○	○	○	●	3	-1.89	0	-5.67
	Lighting	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Fire Protection Systems	○	○	●	○	○	○	○	●	10	-1.89	0	-18.90
	Equipment Rooms	○	○	●	○	○	○	○	●	2	-1.89	0	-3.78
	Heating/Cooling/Ventilation	○	○	●	○	○	○	○	●	10	-1.89	0	-18.90
	Air Filters	○	○	●	○	○	○	○	●	5	-1.89	0	-9.45
	Kitchen Equipment/Refrig	○	●	○	○	○	○	○	●	2	-0.95	0	-1.90
	Plumbing/Water Heaters	○	●	○	○	○	○	○	●	6	-0.95	0	-5.70
Maintenance Management	PM Plan	○	●	○	○	○				10	-0.95		-9.5
	FIMS and Equipment Data	○	○	○	●	○				7	-2.83		-19.81
	Staff Development	●	○	○	○	○				5	0		0.00
	Maintenance Safety	○	○	●	○	○				5	-1.89		-9.45
	Maint. Contractor Oversight	●	○	○	○	○				5	0		0.00
	Facilities Mater Plan (Renewal)	○	●	○	○	○				3	-0.95		-2.85
Total Performance Deficiencies:		-254.66		Total Score:		745.34		Overall Rating:		74.53%			

Comments Section

Roadway/Parking

The asphalt had many cracks, recommend signage and directional stripping

Site Utilities

Site Utilities were fenced and bollards in place.

Playgrounds/Athletic Fields

Mostly Snow covered, accessible playground needs additional impact material

Site Drainage

Snow removal taking place, drains clear.

Sidewalks

not many sidewalks, heavy snow area of N.M. in adequate condition

Grounds

Snow covered grounds, wooded area. Grounds maintained.

Windows/Caulking

Did not observe any broken windows at the time of visit and are intact.

Walls/Finishes

Older facility stucco was in decent shape, couple of areas where snow removal damage occurred.

Entry/Exterior Doors

Doors operational

Roof/Flashing/Gutters

Metal Pitched roofs and gutters in place and effectively shedding snow

Walls/Floors/Ceilings/Stairs

Interior paint was fresh facility has been kept up, minimal stained ceiling tiles.

Interior Doors

Doors operational

Restrooms

Cleaned with exhaust fans operational.

Housekeeping

Facility was very clean.

Electrical Distribution

Panels were locked away from school occupants

Lighting

Did not observe any burned out lights, all in working condition

Fire Protection Systems

System in normal operation. Annual and monthly's complete.

Equipment Rooms

Clear of storage, and clean.

Heating/Cooling/Ventilation

Boilers were operational and classrooms were at temperature.

Air Filters

None observed

Kitchen Equipment/Refrig

Kitchen was in good conditions, clean and well organized. Hood baffles shined.

Plumbing/Water Heaters

Water heaters were effectively used with recirculation pumps on.

VI. AWARDS SUBCOMMITTEE

A. Financial Plan

B. Socorro-San Antonio ES -P12-011- Additional Funding*

C. Peñasco-ES Roof -R13-024- Additional Funding*

D. Farmington-Northeast ES -P14-009- Award Language Change*

E. Farmington-Hermosa MS -P14-010- Award Language Change*

F. Grants-Los Alamitos MS -P14-014- Award Language Change*

G. 2013-14 Facility Master Plan Awards*

Item No. VI. A.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: PSCOC Financial Plan

III. Name of Presenter(s): Casandra Cano, Interim Deputy Director

IV. Proposed Motion:

Informational Item.

V. Executive Summary:

Summary of PSCOC Financial Plan Changes since 9/30/13

PROJECT FUNDING ADJUSTMENTS

Chama Valley - P06-007 TAMS/Escalante HS Additional Funding

Net Award: \$67,189

Chama Valley - P07-003 Tierra Amarilla ES Additional Funding

Net Award: \$161,743

Espanola - R13-013 Espanola Valley HS Roof Additional Funding

Net Award: \$21,465

Total Net Awards: \$250,397

PROJECT ENCUMBRANCE SCHEDULE DETAIL ADJUSTMENTS (CROSSING FISCAL YEARS)

Project	FY14	FY15	FY16
Farmington - P14-009 Northeast ES	\$10,836,000	(\$4,800,600)	(\$2,057,400)
Farmington - P14-010 Hermosa MS	\$10,440,000	(\$3,855,600)	(\$1,652,400)
Total	\$21,276,000	(\$8,656,200)	(\$3,709,800)

PSCOC Financial Plan

(millions of dollars)

November 22, 2013

Revenue Change (%) from 2012 SSTB Forecast:

0%

0%

0%

0%

I. SOURCES & USES						
SOURCES:	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.	
Unencumbered Balance (Period Beginning)	317.9	184.0	153.0	85.8	84.2	
SSTB (Revenue Budgeted July)	50.0	127.4	120.5	127.9	132.6	
SSTB (Revenue Budgeted January)	47.5	60.2	64.0	66.3	66.9	
Project & Operating Reversions / Advance Repayments	14.8	30.1	24.4	14.8	17.0	
Subtotal Sources :	430.2	401.8	361.9	294.8	300.7	
USES:						
Capital Improvements Act (SB-9)	19.6	19.8	20.0	20.2	20.4	
Lease Payment Assistance Awards	13.1	13.0	13.6	14.3	15.0	
Master Plan Assistance Awards	0.2	0.5	0.4	0.4	0.4	
SB60 2013 Legislature (School Buses)	13.0					
SB60 2013 Legislature (Pre-K)	2.5					
HB2 (Animas Loan Repayment)	0.2					
PSFA Operating Budget	5.5	5.6	5.9	5.9	5.9	
CID Inspections	0.3	0.3	0.3	0.3	0.3	
Project Encumbrance Needs	191.8	209.6	235.9	169.6	140.0	
Subtotal Uses :	246.2	248.8	276.1	210.6	182.0	
Estimated Uncommitted Balance Period Ending	184.0	153.0	85.8	84.2	118.7	
II. PROJECT ENCUMBRANCE SCHEDULE SUMMARY						
	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.	Total
Prior Year Awards	27.1	27.8	40.6	26.8	0.0	122.3
2010-2011 Awards (Construction) :	91.5	50.0	36.6	0.0	0.0	178.1
2011-2012 Awards (Design) :	0.2	0.0	0.0	0.0	0.0	0.2
2011-2012 Awards (Construction) :	25.4	37.7	3.4	0.0	0.0	66.5
2011-2012 Roof Awards (Design & Const.) :	2.5	0.0	0.0	0.0	0.0	2.5
2012-2013 Awards (Design) :	10.9	0.0	0.0	0.0	0.0	10.9
2012-2013 Awards (Construction) :	22.9	54.3	36.8	0.0	0.0	114.0
2012-2013 Roof Awards (Construction) :	8.7	0.1	0.0	0.0	0.0	8.9
2012-2013 Pre-Kindergarten Awards (Construction) :	2.5	0.0	0.0	0.0	0.0	2.5
2013-2014 Awards Scenario (Design) :		10.4	0.0	0.0	0.0	10.4
2013-2014 Awards Scenario (Construction) :		0.8	95.1	40.8	0.0	136.6
2013-2014 Roof Awards Scenario (Design & Const.) :		7.1	0.0	0.0	0.0	7.1
2014-2015 Awards Scenario (Design) :		0.0	13.5	0.0	0.0	13.5
2014-2015 Awards Scenario (Construction) :		0.0	0.0	88.6	38.0	126.5
2014-2015 Roof Awards Scenario (Design & Const.) :		0.0	0.0	0.0	0.0	0.0
2015-2016 Awards Scenario (Design) :		0.0	0.0	13.5	0.0	13.5
2015-2016 Awards Scenario (Construction) :		0.0	0.0	0.0	88.6	88.6
2015-2016 Roof Awards Scenario (Design & Const.) :		0.0	0.0	0.0	0.0	0.0
2016-2017 Awards Scenario (Design) :		0.0	0.0	0.0	13.5	13.5
2016-2017 Awards Scenario (Construction) :		0.0	0.0	0.0	0.0	0.0
2016-2017 Roof Awards Scenario (Design & Const.) :		0.0	0.0	0.0	0.0	0.0
Subtotal Uses :	191.8	209.6	235.9	169.6	140.0	947.0

TABLE 1.
FY14 Phase 2, Emergency & Additional Funding
November 22, 2013

Action Taken	Project #	Description	Amount	Comment	Certification Adjustment
7/25/2013	P11-013	Los Alamos Middle School	\$ 224,204	Additional funding to complete the work to adequacy	Full amount needs to be certified in next bond resolution. \$ 224,204
7/25/2013	P11-014	Aspen Elementary School	\$ 5,683,206	Phase 2 construction funding	Phase award \$4,955,215 certified Nov 2012. Next bond resolution will be adjusted \$ 727,991
7/25/2013	R13-010	Chimayo Elementary School	\$ 8,222	Additional funding to complete the work to adequacy	Full amount needs to be certified in next bond resolution. \$ 8,222
9/5/2013	P11-002	Desert Star ES (new Yucca ES)	\$ 8,162,154	Phase 2 construction funding	Phase award \$6,485,063 previously certified. Next bond resolution will be adjusted \$ 1,677,091
9/5/2013	R13-025	Van Stone ES Roof	\$ 35,000	Additional funding to complete the work to adequacy	Full amount needs to be certified in next bond resolution. \$ 35,000
9/30/2013	P11-015	Los Lunas High School	\$24,234,815	Phase 2 construction funding	Phase award \$24,612,643 certified Nov 2012. Next bond resolution will be adjusted \$ (377,828)
11/7/2013	P06-007	TAMS/Escalante High School	\$ 67,189	Additional funding to complete the work to adequacy	Full amount needs to be certified in next bond resolution. \$ 67,189
11/7/2013	P07-003	Tierra Amarilla Elementary	\$ 161,743	Additional funding to complete the work to adequacy	Full amount needs to be certified in next bond resolution. \$ 161,743
11/7/2013	P13-013	Espanola Valley HS Roof	\$ 21,465	Additional funding to complete the work to adequacy	Full amount needs to be certified in next bond resolution. \$ 21,465
					Total \$ 2,545,077

District Local Match Advances

November 22, 2013

Repayment Schedule - For Planning Purposes Only

				\$26,543,368	\$4,849,108	\$11,894,260	\$2,300,000	\$4,500,000
District	Project Number	School	Status	Outstanding Balance	FY14	FY15	FY16	FY17
Chama Valley	P06-007	Escalante HS/Tierra Amarilla MS	9/7/12 Adjustment of the remaining balance of the local share advances to a total \$525,000 with \$25,000 due immediately from the district as a good faith effort payment, and the balance of \$500,000 to be repaid by passage of the local bond election in February 2014; \$25,000 payment received 1/2 applied to P06-007, 1/2 applied to P07-003; transfer of project credit from M08-001 \$3,300 payment applied	\$183,294	\$183,294			
Chama Valley	P07-003	Tierra Amarilla Elementary	9/7/12 Adjustment of the remaining balance of the local share advances to a total \$525,000 with \$25,000 due immediately from the district as a good faith effort payment, and the balance of \$500,000 to be repaid by passage of the local bond election in February 2014; \$25,000 payment received 1/2 applied to P06-007, 1/2 applied to P07-003.	\$313,406	\$313,406			
Cobre	P11-003	Bayard Elementary	Awarded 6/20/13	\$2,500,000				\$2,500,000
Fort Sumner	P08-020	Fort Sumner Schools	May 2013 Project audit for financial closeout, repayment balance after applied district expenditures \$988,527.77 July 2013 Received payment of \$248,291.28 ~~October 2013 Received correspondence from DM concerning potential repayment schedule; waiting for~~	\$739,237	\$739,237			
Jemez Mountain	E07-001	Gallinas Campus	June 2013 Received correspondence from district - discussing repayment options with School Board July 2013, September 2013 Followup email to district; no response November 2013 Will request district to present update at January PSCOC meeting	\$351,496	\$351,496			
Las Cruces	P11-011	Las Cruces High School	Awarded 12/11/12. To be repaid by FY2015Q1.	\$9,894,260		\$9,894,260		
Magdalena	E13-004	Magdalena Water/Well	Awarded 06/20/13	\$300,000			\$300,000	
NMSD	P13-017	Health Center Building	Awarded 05/03/13	\$277,970	\$277,970			
Reserve	E11-001	Reserve Emergency	Payment due June 30, 2011 6/28/11 Received letter from district requesting transfer of advance to full grant 11/3/11 Council approval of extension to May 2012 for further reevaluation of district finances	\$30,000	\$30,000			
Roswell	E13-003	Goddard High School	Awarded 6/17/13	\$10,500,000	\$1,500,000	\$2,000,000	\$2,000,000	\$2,000,000
Ruidoso	P06-029	Ruidoso MS Settlement	Awarded 03/01/12; Repayment Due 6/30/14	\$1,355,850	\$1,355,850			
Zuni	E07-007	Teacherage Sewer Emergency	Awarded 07/24/09 01/16/13 - Received \$42,900 with repayment schedule indicating balance will be repaid by December 2013 11/20/13 - Sent final invoice to district	\$42,900	\$42,900			
Zuni	D09-008	Old Zuni Middle School Demolition	Awarded 07/30/08 01/16/13 - Received \$54,955 with repayment schedule indicating balance will be repaid by December 2013 11/20/13 - Sent final invoice to district	\$54,955	\$54,955			

PSCOC FUND BALANCE 11/22/13

Pool	Title	Appr Id	Chapter	Laws	Section	Amount Sold	Amount Expend	Amount Revert	Balance 11/22/13	Change Since Last Meeting
POOL01	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	SSTB01SB PSCOD	338	2001		\$50,000,000.00	\$50,000,000.00	\$0.00	\$0.00	\$0.00
POOL02S	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	STB02SA PSCOD	338	2001		\$48,595,745.84	\$48,595,745.84	\$0.00	\$0.00	\$0.00
POOL03	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	STB03SA PSCOD	338	2001		\$28,404,253.70	\$28,404,253.70	\$0.00	\$0.00	\$0.00
SSTB03SD	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	SSTB03SD PSCOD	238	2003		\$37,604,467.00	\$37,604,467.00	\$0.00	\$0.00	\$0.00
SSTB04SC	PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL	SSTB04SC 0001	338	2001		\$1,822,614.00	\$1,822,614.00	\$0.00	\$0.00	\$0.00
SSTB04SD	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	SSTB04SD 0001	125	2004	15	\$17,500,000.00	\$17,500,000.00	\$0.00	\$0.00	\$0.00
SSTB04SD	PSCOC CONTINUATION PROJECTS	SSTB04SD 0002	338	2001		\$39,500,000.00	\$39,500,000.00	\$0.00	\$0.00	\$0.00
SSTB04SG	Lease Payment Assist. Pub. Schl. Capital	SSTB04SG 0002	338	2001		\$1,771,434.00	\$1,771,434.00	\$0.00	\$0.00	\$0.00
SSTB04SG	Public School Capital Outlay Council	SSTB04SG 0004	338	2001		\$99,077,676.50	\$99,077,676.50	\$0.00	\$0.00	\$0.00
SSTB04SG	Public School Capital Outlay Act	SSTB04SG 0003	338	2001		\$3,177,386.00	\$3,177,386.00	\$0.00	\$0.00	\$0.00
SSTB05SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB05SB PSCOC	338	2001		\$44,600,000.00	\$44,600,000.00	\$0.00	\$0.00	\$0.00
SSTB05SD	PUBLIC SCHL CAP OUTLAY DEFICIENCY-ROOFS	SSTB05SD PSCOD	347	2005	67	\$62,000,000.00	\$62,000,000.00	\$0.00	\$0.00	\$0.00
SSTB05SF	PSCOC - LEASE PAYMENT ASSISTANCE	SSTB05SF 0002	338	2001		\$4,000,000.00	\$4,000,000.00	\$0.00	\$0.00	\$0.00
SSTB05SF	PSCOC - PSC OUTLAY PROJECTS '06 AUTH.	SSTB05SF 0004	338	2001		\$118,034,972.00	\$118,034,972.00	\$0.00	\$0.00	\$0.00
SSTB05SF	PSCOC - PSC OUTLAY PROJECTS '05 AUTH.	SSTB05SF 0003	338	2001		\$13,322,324.00	\$13,322,324.00	\$0.00	\$0.00	\$0.00
SSTB06SB	PUBLIC SCHOOL CAPITAL OUTLAY	SSTB06SB 0001	338	2001		\$38,195,000.00	\$38,195,000.00	\$0.00	\$0.00	\$0.00
SSTB06SD	LEASE PAYMENT ASSISTANCE	SSTB06SD 0002	338	2001		\$5,221,754.00	\$5,221,754.00	\$0.00	\$0.00	\$0.00
SSTB06SD	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB06SD 0003	338	2001		\$122,066,246.00	\$122,066,246.00	\$0.00	\$0.00	\$0.00
SSTB07SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB07SB 0001	338	2001		\$65,011,000.00	\$65,011,000.00	\$0.00	\$0.00	\$0.00
SSTB07SE	PUB SCHL CAP OUTLAY STANDARDS-BASED	SSTB07SE 0003	338	2001		\$68,784,614.00	\$68,784,614.00	\$0.00	\$0.00	\$0.00
SSTB07SE	PUB SCHL CAP OUTLAY LEASE ASSISTANCE	SSTB07SE 0002	338	2001		\$6,465,386.00	\$6,465,386.00	\$0.00	\$0.00	\$0.00
SSTB08SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB08SB 0001	338	2001		\$127,008,989.00	\$127,008,989.00	\$0.00	\$0.00	\$0.00
SSTB08SE	PUB SCHL CAP OUTLAY LEASE ASSISTANCE	SSTB08SE 0003	338	2001		\$7,306,510.00	\$7,140,429.01	\$0.00	\$166,080.99	\$0.00
SSTB08SE	PUB SCHL CAP OUTLAY STANDARDS-BASED	SSTB08SE 0004	338	2001		\$75,190,890.00	\$75,190,890.00	\$0.00	\$0.00	\$0.00
SSTB09SB	PUBLIC SCHOOL CAPITAL OUTLAY	SSTB09SB 0001	338	2001		\$135,337,000.00	\$135,337,000.00	\$0.00	\$0.00	\$0.00
SSTB10B	*!*PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB10B 0001	338	2001		\$94,391,150.25	\$94,391,150.25	\$0.00	\$0.00	\$0.00
SSTB10SB	PUBLIC SCHOOL CAPITAL OUTLAY	SSTB10SB 0001	338	2001		\$97,000,000.00	\$97,000,000.00	\$0.00	\$0.00	\$0.00
SSTB10SC	PUB. SCHOOL CAPITAL OUTLAY PROJECTS	SSTB10SC 0003	338	2001		\$22,968,711.00	\$6,198,136.91	\$0.00	\$16,770,574.09	(\$6,016,794.59)
SSTB10SC	LEASE ASSISTANCE	SSTB10SC 0002	338	2001		\$9,751,689.00	\$9,541,105.10	\$0.00	\$210,583.90	\$0.00
SSTB11SB	PUBLIC SCHOOL CAPITAL OUTLAY	SSTB11SB 0001	338	2001		\$154,607,943.61	\$0.00	\$0.00	\$154,607,943.61	\$0.00
SSTB11SD	LEASE PAYMENT ASSISTANCE	SSTB11SD 0002	338	2001		\$10,780,043.00	\$9,630,527.75	\$0.00	\$1,149,515.25	\$0.00
SSTB11SD	PUB. SCHL. CAPITAL OUTLAY PROJECTS	SSTB11SD 0003	338	2001		\$68,738,457.00	\$0.00	\$0.00	\$68,738,457.00	\$0.00
SSTB12SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB12SB 0001	338	2001		\$50,025,186.00	\$0.00	\$0.00	\$50,025,186.00	\$0.00
SSTB12SD	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB12SD 0002	338	2001		\$14,818,863.00	\$0.00	\$0.00	\$14,818,863.00	\$0.00
SSTB12SD	LEASE PAYMENT ASSISTANCE	SSTB12SD 0003	338	2001		\$13,078,137.00	\$0.00	\$0.00	\$13,078,137.00	\$0.00
SSTB13SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB13SB 0003	338	2001		\$56,221,162.00	\$0.00	\$0.00	\$56,221,162.00	\$0.00
SSTB13SB	LEASE PAYMENT ASSISTANCE	SSTB13SB 0002	338	2001		\$14,190,750.00	\$0.00	\$0.00	\$14,190,750.00	\$0.00
STB01SD	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	STB01SD PSCOD	338	2001		\$23,000,000.00	\$23,000,000.00	\$0.00	\$0.00	\$0.00
STB04SE	PUBLIC SCHL CAPITAL OUTLAY ACT DEFICIENCY	STB04SE 04-2695	126	2004	152	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00
STB07A	PUBLIC SCHOOL CAPITAL OUTLAY	STB07A 07-3772	42	2007	25/ 2	\$19,721,168.92	\$19,721,168.92	\$0.00	\$0.00	\$0.00
STB07SA	*!* CHARTER SCHOOLS STATEWIDE	STB07SA 07-3771	42	2007	25/ 1	\$4,500,000.00	\$3,148,100.70	\$1,351,899.30	\$0.00	\$0.00
STB07SA	PUBLIC SCHOOL CAPITAL OUTLAY	STB07SA 07-3772	42	2007	25/ 2	\$278,831.08	\$0.00	\$278,831.08	\$0.00	\$0.00
STB09A	NMBVI DEFICIENCIES UPGRADES	STB09A 09-3134	125	2009	29/ 1	\$2,300,000.00	\$2,300,000.00	\$0.00	\$0.00	\$0.00
STB09A	*13 NMSD DEFICIENCIES UPGRADES	STB09A 09-3135	125	2009	29/ 2	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00
STB09SD	PSCOF TRANSFER FOR STATE SHARE	STB09SD 09-3948	7	2009	5/ A	\$963,772.69	\$963,772.69	\$0.00	\$0.00	(\$963,772.69)
STB10A	PSCOF TRANSFER FOR STATE SHARE	STB10A 09-3948	7	2009		\$30,636,227.31	\$30,636,227.31	\$0.00	\$0.00	\$0.00
STB10A	*!* PSCOF TRANSFER FOR PURPOSES OF	STB10A 09-3949	7	2009	5/ B	\$20,000,000.00	\$20,000,000.00	\$0.00	\$0.00	(\$7,159,761.33)
Total for Agency:		94000				\$1,940,470,353.90	\$1,548,862,370.68	\$1,630,730.38	\$389,977,252.84	(\$14,140,328.61)

PSCOC Financial Plan Definitions

Sources

SSTB (Revenue Budgeted July) & SSTB (Revenue Budgeted January). SSTB (Supplemental Severance Tax Bond) are issued and sold by the New Mexico State Board of Finance upon receiving a Resolution signed by the Chair of the PSCOC certifying the need to sell bonds pursuant to the Public School Capital Outlay Act (the "Act"). Amounts are budgeted by the Public School Facilities Authority (PSFA) into the Public School Capital Outlay Fund (the "Fund"). Amounts reported for prior fiscal years are actuals. Amounts in the current fiscal year and out-years are the most current/available capacity estimates prepared bi-annually by the Board of Finance.

Project & Operating Reversions / Advance Repayments. Project reversions are proceeds budgeted in the Fund from prior SSTB sales for PSCOC project phase awards that have been identified by PSFA staff as available for new project awards or other uses permitted pursuant to the Act. Amounts are determined based on unexpended award balances from projects that are financially closed-out through a post project financial audit performed by the PSFA on an ongoing basis. Operating reversions are unexpended amounts from PSFA's annual operating budget. Advance repayments are amounts remitted back to the PSFA and deposited into the Fund from school districts for advances of funds for districts share amounts on PSCOC projects. Amounts reported for prior fiscal years are actuals. Other amounts are estimates prepared and updated by PSFA on a quarterly basis.

Uses

Capital Improvements Act (SB-9), Lease Payment Assistance Awards, Master Plan Assistance Awards, PSFA Operating Budget, CID Inspections & Project Encumbrance Needs are uses subject to funding availability and permitted pursuant to the Public School Capital Outlay Act and Capital Improvements Act unless otherwise indicated.

Capital Improvements Act (SB-9) are amounts are for distributions to school districts through the Public Education Department (PED). Transfer amounts from the PSCO Fund are calculated annually and administered by and budgeted to the PED.

CID Inspections are amounts that may be approved annually by the PSCOC for transfer from the PSCO Fund to the Regulation and Licensing Department for expedited inspection services by the Construction Industries Division at PSCOC project sites.

PSFA Operating Budget are amounts that may be approved annually by the Legislature for transfer from the PSCO Fund to the PSFA Operating Fund for administration and oversight of PSCOC projects and carrying out duties pursuant to the Public School Capital Outlay Act.

Lease Payment Assistance Awards are amounts that may be approved annually for reimbursing school districts and charter schools for leasing K-12 facilities.

Master Plan Assistance Awards are amounts that may be approved annually for the state share of the cost of updating a school district or charter schools five year facility master plans.

Project Encumbrance Needs are amounts that may be approved annually for entering into contracts for the state share to adequacy for PSCOC awarded projects. Encumbrance needs are phase award estimates prepared and updated by PSFA on a quarterly basis.

PSCOC Financial Plan Definitions

Project Encumbrance Schedule Summary

Amounts in the Schedule are the total state share phase award amounts grouped by award year and phase (Design & Construction). Funding needs are estimated by phase and across fiscal years based on project schedules. Phase amounts are derived from the Project Encumbrance Schedule Detail table. Phase award amounts and schedules are estimates prepared and updated by PSFA on a quarterly basis.

Project Encumbrance Schedule Detail

Amounts in the Schedule are the total state share phase award amounts grouped by award year and phase (Design & Construction). Design phases are indicated with the color yellow; construction phase(s) are indicated with the color green. Uncertified phases are indicated in italics. partially certified phases are indicated with italics and an asterisk (*). Funding needs are estimated by phase and across fiscal years based on project schedules. Phase award amounts and schedules are estimates prepared and updated by PSFA on a quarterly basis.

PSCOC FUND PROJECT ENCUMBRANCE SCHEDULE DETAIL

November 22, 2013

Numbers in italics indicate bonds have not been certified.

									FY 2013				FY 2014				FY 2015				FY 2016					
									\$577,301,125	\$1,295,708	\$191,762,231				\$209,643,569				\$235,943,928				\$169,606,165			
									\$39,344,116	\$59,596,685	\$43,571,829	\$49,249,601	\$32,479,068	\$24,667,266	\$66,268,535	\$86,228,700	\$155,414,387	\$57,934,491	\$22,595,050	\$0	\$142,806,165	\$26,800,000	\$0	\$0		
PRIOR YEAR AWARDS				Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2	
	-	Various	Various		\$33,100,000	Various	\$29,800,000	\$1,300,000				\$1,780,250	*													
	P06-007	Chama Valley	Tierra Amarilla MS/ Escalante HS	\$67,190			\$0								\$67,190											
	P07-003	Chama Valley	Tierra Amarilla ES		\$161,743		\$0								\$161,743											
	P07-005	Deming	Deming High	\$2,700,000	\$53,600,000	\$56,300,000	11/1/2007	\$2,700,000											\$26,800,000				\$26,800,000			
	P08-003	Gadsden	Gadsden HS	\$0	\$43,020,000	\$43,020,000	11/06/08; 11/4/2010; 05/01/12; 11/01/12	\$29,250,000		\$11,308,300							\$14,850,000			\$13,770,000						
	P09-014	Clovis	James Bickley ES	\$587,782	\$12,770,000	\$13,357,782	11/6/08; 11/04/10; 11/01/12	\$10,378,782								\$12,770,000										
	C10-001	NMSD	Site Improvements /Cerrillos Road - DCP	\$250,000	\$2,170,381	\$2,420,381	11/3/2011; 06/20/13	\$2,500,000	(\$79,619)			\$2,170,381														
	C10-001	NMSD	Dillon Hall Phase 2	\$400,000	\$3,574,078	\$3,974,078	11/3/2011; 06/20/13	\$4,000,000	(\$25,922)			\$3,574,078														
	C10-001*	NMSD	Dillon Hall Phase 2 (Including SB60 Approp)		\$698,011	\$698,011		\$0					\$698,011													
	C10-002	NMSBVI	WEC Building	\$616,194	\$7,576,828	\$8,193,022	11/3/2011; 06/20/13	\$6,161,940	\$2,031,082			\$7,576,828	*													
				\$16,343,302	\$200,912,744	\$250,127,113		\$173,854,562		\$11,308,300	\$0	\$13,321,287	\$2,478,261	\$0	\$228,933	\$12,770,000	\$14,850,000	\$0	\$26,800,000	\$13,770,000	\$0	\$0	\$26,800,000	\$0	\$0	
										\$27,107,848					\$27,848,933			\$40,570,000			\$26,800,000					

* - Phase cost partially funded/certified.

FY11 AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	P11-001	Alamogordo	Yucca ES Renovation	\$266,056	\$3,732,500	\$3,998,556	05/05/09; 11/4/2010	\$3,998,556								\$3,732,500								
	P11-002	Alamogordo	Yucca ES New School	\$720,563	\$8,162,154	\$8,882,717	05/05/09; 11/4/2010	\$7,205,626					\$8,162,154 *											
	P11-003	Cobre	Bayard ES (Advance \$2,500,000)	\$587,711	\$8,360,603	\$8,948,314	05/05/09; 11/4/2010	\$5,877,110				\$8,360,603 *												
	P11-005	Gallup	Washington ES	\$758,355	\$6,825,195	\$7,583,550	05/05/09; 11/4/2010	\$7,583,550										\$6,825,195						
	P11-006	Gallup	Church Rock Academy	\$886,449	\$7,978,040	\$8,864,489	05/05/09; 11/4/2010	\$8,864,489							\$7,978,040									
	P11-008	Gallup	Jefferson ES	\$980,561	\$8,825,050	\$9,805,611	05/05/09; 11/4/2010; 05/01/12	\$980,561											\$8,825,050					
	P11-011	Las Cruces	Las Cruces HS (Advance \$9,894,260)	\$1,980,000	\$65,921,000	\$67,901,000	05/05/09; 11/4/2010; 05/01/12; 11/01/12	\$46,979,000		\$44,999,000								\$20,922,000						
	P11-013	Los Alamos	Los Alamos MS Ph. 1 & Ph.	\$445,500	\$5,706,723	\$6,152,223	11/4/10; 11/01/12	\$5,928,019	\$5,482,519 *				\$224,204											
	P11-014	Los Alamos	Aspen ES	\$264,000	\$5,683,206	\$5,947,206	11/4/10; 11/01/12	\$5,219,215					\$5,683,206 *											
	P11-015	Los Lunas	Los Lunas HS	\$2,400,000	\$48,080,742	\$50,480,742	11/4/2010; 05/01/12; 11/01/12	\$50,480,742						\$24,234,815										
	P11-016	Roswell	Valley View ES	\$570,881	\$6,837,365	\$7,408,246	11/4/10; 05/01/12; 11/01/12	\$7,724,881				\$6,837,365												
	P11-017	Roswell	Berrendo ES	\$711,387	\$8,068,427	\$8,779,814	11/4/10; 05/01/12; 06/20/13	\$9,468,987	(\$689,173)		\$8,068,427													
	P11-018	Roswell	Military Heights ES	\$533,652	\$7,319,755	\$7,853,407	11/4/2010; 05/01/12; 06/20/13	\$5,336,524	\$2,516,883		\$7,319,755 *													
	P11-019	Roswell	El Capitan ES	\$1,221,818	\$10,464,360	\$11,686,178	11/4/2010; 05/01/12; 06/20/13	\$12,218,180	(\$532,002)		\$10,464,360													
	P11-020	Clovis	New Middle School	\$0	\$19,157,451	\$19,157,451	11/6/09; 11/04/10	\$19,157,451																
				\$12,553,321	\$223,030,859	\$235,584,180	Total	\$199,157,567	\$1,295,708	\$5,482,519	\$44,999,000	\$25,852,542	\$15,197,968	\$14,069,564	\$24,234,815	\$7,978,040	\$3,732,500	\$0	\$27,747,195	\$8,825,050	\$0	\$0	\$0	\$0
										\$91,532,029				\$50,014,919			\$36,572,245				\$0			

* - Phase cost partially funded/certified.

FY12 AWARDS				Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	P12-001	Albuquerque	Douglas MacArthur ES	\$0	\$1,826,202	\$1,826,202	11/3/2011	\$1,826,202								\$1,826,202									
	P12-002	Albuquerque	McKinley MS	\$430,982	\$3,986,657	\$4,417,639	11/3/2011	\$4,417,639					\$218,725			\$3,986,657									
	P12-003	Albuquerque	Chaparral ES	\$815,755	\$7,341,794	\$8,157,549	11/3/2011	\$8,157,549					\$7,341,794												
	P12-004	Belen	Family School	\$0	\$1,600,408	\$1,600,408	11/3/2011	\$1,600,408								\$1,600,408									
	P12-005	Bernalillo	Bernalillo HS	\$1,355,200	\$18,368,293	\$19,723,493	11/3/2011	\$19,723,493								\$18,368,293									
	P12-006	Espanola	Velarde ES	\$0	\$2,671,855	\$2,671,855	11/3/2011	\$2,618,292									\$2,671,855	*							
	P12-008	Espanola	E.T.S. Fairview ES	\$781,000	\$9,102,070	\$9,883,070	11/3/2011	\$9,883,070								\$9,102,070									
	P12-009	Estancia	Estancia MS	\$493,521	\$5,647,477	\$6,140,998	11/3/2011	\$4,935,209					\$5,647,477	*											
	P12-010	Santa Rosa	Rita Marquez ES/Anton Ch	\$462,000	\$4,398,000	\$4,860,000	11/3/2011; 06/20/13	\$4,860,000	\$0			\$4,398,000													
PCA	P12-011	Socorro	San Antonio ES	\$244,550	\$3,387,296	\$3,631,846	11/3/2011	\$2,445,498							\$104,644				\$3,387,296						
	P12-012	T or C	Truth or Consequences ES	\$499,562	\$5,331,450	\$5,831,012	11/3/2011	\$4,995,618					\$5,331,450	*											
	P12-013	West Las Vegas	WLV Family Partnership M	\$159,390	\$1,622,114	\$1,781,504	11/3/11; 11/01/12	\$1,935,436			\$159,390		\$1,622,114												
	P12-014	West Las Vegas	Union ES	\$0	\$859,921	\$859,921	11/3/2011; 11/01/12	\$859,921			\$859,921														
				\$6,447,310	\$68,700,009	\$75,147,319		\$72,020,157	\$0	\$0	\$1,019,311	\$4,398,000	\$20,161,560	\$0	\$104,644	\$34,883,630	\$2,671,855	\$0	\$3,387,296	\$0	\$0	\$0	\$0	\$0	
											\$25,578,871				\$37,660,129			\$3,387,296			\$0				

* - Phase cost partially funded/certified.

PSCOC FUND PROJECT ENCUMBRANCE SCHEDULE DETAIL

November 22, 2013

FY12 ROOF AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2	
	R12-015	Animas	Animas HS - High School and Ag Shop - Main Building			\$183,000	5/1/2012	\$183,000		\$183,000															
	R12-016	Gadsden	Gadsden HS - GHS Boys Gym, Girls Gyms and Old English Building - All Areas of Boys Gym, Girls Gyms and Old English Building			\$580,169	5/1/2012	\$580,169		\$580,169															
	R12-017	Las Cruces	Fairacres ES - Main Building - Roof			\$327,209	5/1/2012	\$327,209		\$327,209															
	R12-019	Los Alamos	Pinon ES - Pinon ES - 200 Wing			\$225,000	5/1/2012	\$225,000		\$225,000															
	R12-020	Moriarty	Route 66 ES			\$343,775	6/20/2013; 06/20/13	\$343,775	\$0	\$343,775															
	R12-021	Santa Rosa	Santa Rosa ES - Santa Rosa Elementary Foyer - Roof			\$14,400	5/1/2012	\$14,400		\$14,400															
	R12-022	Santa Rosa	Santa Rosa HS - Santa Rosa High School Cafeteria - Roof; Classroom - Roof; Welding Shop - Roof			\$75,600	5/1/2012	\$75,600		\$75,600															
	R12-023	Silver	La Plata MS - La Plata Middle School - 6th 7th and 8th grade wings			\$200,000	5/1/2012	\$200,000		\$200,000															
	R12-024	Truth or Consequence	Hot Springs HS - HSHS Auxiliary classrooms -			\$100,000	5/1/2012	\$100,000		\$100,000															
	R12-025	Tucumcari	Tucumcari ES - Tucumcari ES - Approximately 40,000 SF of existing 631,000 SF School			\$498,490	5/1/2012	\$498,490		\$498,490															
						\$9,476,993		\$9,476,993	\$0	\$2,547,643	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
										\$2,547,643			\$0				\$0			\$0			\$0		

FY13 AWARDS				Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	P13-001	Albuquerque	Sandia HS	\$10,697,386	\$0	\$10,697,386	5/1/12; 11/01/12	\$10,697,386			\$10,697,386														
	P13-002	Bernalillo	Santo Domingo ES/MS	\$665,796	\$5,992,167	\$6,657,963	5/1/12; 11/01/12; 06/20/13	\$6,657,963	\$0	\$665,796							\$5,992,167								
	P13-003	Capitan	Capitan ES/HS	\$500,000	\$1,358,570	\$1,858,570	11/1/2012	\$1,858,570		\$500,000							\$1,358,570								
	P13-004	Central	Naschitti ES	\$474,165	\$4,267,484	\$4,741,649	5/1/12; 11/01/12	\$4,741,649		\$474,165						\$4,267,484									
	P13-005	Espanola	Los Ninos Kindergarten	\$134,258	\$1,532,318	\$1,666,576	5/1/2012; 11/01/12	\$1,666,576		\$134,258							\$1,532,318								
	P13-006	Farmington	Farmington HS	\$3,168,366	\$28,515,290	\$31,683,656	5/1/12; 11/01/12; 06/20/13	\$31,683,656	\$0	\$3,168,366							\$28,515,290								
	P13-007	Gadsden	Desert View ES	\$1,550,737	\$13,939,200	\$15,489,937	5/1/12; 11/01/12	\$15,489,937		\$1,550,737								\$13,939,200							
	P13-008	NMSD	Site (Santa Fe Campus) (Including SB60 Approp)	\$1,400,000	\$6,300,000	\$7,700,000	5/1/2012; 06/20/13	\$7,700,000	\$0	\$1,400,000							\$6,300,000								
	P13-009	West Las Vegas	West Las Vegas MS	\$81,193	\$4,548,193	\$4,629,386	5/1/12; 11/01/12	\$4,629,386		\$81,193						\$4,548,193									
	P13-010	Zuni	Dowa Yalanne/ A:Shiwi ES	\$2,541,941	\$22,877,468	\$25,419,409	5/1/12; 11/01/12	\$25,419,409		\$2,541,941								\$22,877,468							
	P13-011	Espanola	Espanola MS East / Carlos Vigil Middle School	\$0	\$822,898	\$822,898	11/6/09; 11/4/10; 05/01/12; 11/01/12	\$822,898		\$822,898															
	P13-015	NMSBVI	NMSBVI Site Improvements (Including SB60 Approp)	\$297,236	\$1,486,180	\$1,783,416	11/1/2012	\$1,783,416			\$297,236					\$1,486,180									
	P13-016	NMSBVI	NMSBVI Health Services & Jack Hall (Including SB60 Approp)	\$83,752	\$335,008	\$418,760	11/1/2012	\$418,760			\$83,752					\$335,008									
	P13-017	NMSD	NMSD Health Center Building (Advance for \$277,970)	\$16,317	\$539,623	\$555,940	5/3/2013; 06/20/13	\$555,940	\$0				\$539,622												
	E13-003	Roswell	Goddard High Emergency (Advance)	\$10,500,000	\$0	\$10,500,000							\$10,500,000												
	E13-004	Magdalena	Magdalena Schools	\$300,000	\$0	\$300,000							\$300,000												
				\$32,411,147	\$92,514,399	\$124,925,546		\$114,125,546	\$0	\$11,339,354	\$11,078,374	\$0	\$11,339,622	\$0	\$0	\$10,636,865	\$43,698,345	\$36,816,668	\$0	\$0	\$0	\$0	\$0	\$0	\$0
										\$33,757,350			\$54,335,210				\$36,816,668			\$0			\$0		

PSCOC FUND PROJECT ENCUMBRANCE SCHEDULE DETAIL

November 22, 2013

FY13 ROOF AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	R13-001	ABQ-State Char	La Promesa Early Learning		\$97,416	5/1/12; 11/01/12	\$97,416		\$97,416															
	R13-002	Albuquerque-C	Nuestros Valores Charter -		\$155,176	11/1/2012	\$155,176		\$155,176															
	R13-003	Albuquerque-C	Nuestros Valores Charter - Administration Building (County)		\$50,625	11/1/2012	\$50,625		\$50,625															
	R13-004	Belen	Gil Sanchez ES - Main		\$205,343	11/1/2012	\$205,343		\$205,343															
	R13-005	Belen	Belen HS - Cafeteria -		\$223,893	5/1/12; 11/01/12	\$223,893		\$223,893															
	R13-006	Bernalillo	Bernalillo MS -		\$21,262	5/1/12; 11/01/12	\$21,262		\$21,262															
	R13-007	Bernalillo	Placitas ES - Classroom		\$59,850	5/1/12; 11/01/12	\$59,850		\$59,850															
	R13-008	Central	Kirtland Central HS - Main		\$121,140	5/1/12; 11/01/12	\$121,140		\$121,140															
	R13-009	Central	Kirtland MS - Old Building		\$98,233	5/1/12; 11/01/12	\$98,233		\$98,233															
	R13-010	Espanola	Chimayo ES - Multi-		\$111,230	11/1/2012	\$103,008		\$103,008				\$8,222											
	R13-011	Espanola	Dixon ES - Gym, Library,		\$141,722	11/1/2012	\$141,722		\$141,722															
	R13-012	Espanola	Hernandez ES - Entire -		\$462,238	11/1/2012	\$462,238		\$462,238															
	R13-013	Espanola	Espanola Valley HS - 500		\$369,899	5/1/12; 11/01/12	\$348,434		\$348,434					\$21,465										
	R13-025	Estancia	Estancia Combine ES - Van Stone Elementary School - Entire roof		\$227,525	5/1/12; 11/01/12	\$192,525		\$192,525				\$35,000											
	R13-014	Floyd	Floyd Combined School -		\$256,184	5/1/12; 11/01/12	\$256,184		\$256,184															
	R13-015	Gallup	Thoreau HS - Entire		\$1,913,388	5/1/12; 11/01/12	\$1,913,388		\$1,913,388															
	R13-016	Grants	Los Alamos MS - Main		\$252,881	5/1/12; 11/01/12	\$252,881		\$252,881															
	R13-017	Grants	Mesa View ES - Main		\$408,880	5/1/12; 11/01/12	\$408,880		\$408,880															
	R13-018	Hatch	Rio Grande ES - Rio		\$681,190	5/1/12; 11/01/12	\$609,000		\$609,000			\$72,190												
	R13-019	Las Cruces	Zia MS - Zia MS - Roof		\$1,227,431	5/1/12; 11/01/12	\$1,227,431		\$1,227,431															
	R13-020	Los Lunas	Valencia MS - Entire		\$1,371,267	5/1/12; 11/01/12	\$1,371,267		\$1,371,267															
	R13-021	Mesa Vista	Districtwide - Mesa Vista		\$122,500	5/1/12; 11/01/12	\$122,500		\$122,500															
	R13-022	NMSD	Albuquerque Preschool -		\$35,625	5/1/12; 11/01/12	\$35,625		\$35,625															
	R13-023	Penasco	Penasco MS - Old Gym -		\$45,323	11/1/2012	\$45,323		\$45,323															
PCA	R13-024	Penasco	Penasco ES - 5th & 6th		\$220,365	5/1/12; 11/01/12	\$142,956		\$142,956					\$77,409										
					\$8,880,586		\$8,666,300	\$0	\$8,666,300	\$0	\$0	\$72,190	\$43,222	\$98,874	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
									\$8,738,490				\$43,222	\$98,874	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
														\$142,096				\$0				\$0		
* - Phase cost partially funded/certified.																								

FY13 PRE-KINDERGARTEN AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Certification 06/20/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	K13-001	Farmington	CATE Center		\$601,580	n/a - REVERSION BALANCES	\$601,580			\$601,580														
	K13-002	Gadsden	Anthony ES		\$233,420	n/a - REVERSION BALANCES	\$233,420			\$233,420														
	K13-003	Hatch	Hatch ES		\$291,632	n/a - REVERSION BALANCES	\$291,632			\$291,632														
	K13-004	Rio Rancho	Shining Stars Pre-School		\$451,138	n/a - REVERSION BALANCES	\$451,138			\$451,138														
	K13-005	T or C	Elementary		\$214,961	n/a - REVERSION BALANCES	\$214,961			\$214,961														
	K13-006	Zuni	A:Shiwi ES		\$309,728	n/a - REVERSION BALANCES	\$309,728			\$309,728														
	K13-007	Alamogordo	Yucca ES		\$149,867	n/a - REVERSION BALANCES	\$149,867			\$149,867														
	K13-008	Deming	Bell ES		\$7,694	n/a - REVERSION BALANCES	\$7,694			\$7,694														
	K13-009	Gallup	Church Rock ES		\$239,980	n/a - REVERSION BALANCES	\$239,980			\$239,980														
					\$2,500,000		\$2,500,000	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
									\$2,500,000				\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

																	Scenario (3) Ph.2 70% Yr. 2.		Scenario (3) Ph.2 30% Yr. 3.						
																	70%	30%							
	w/NMCI	FY14 AWARDS		Phase 1	Phase 2	Total	Certification Date(s)	Certification 06/20/13	Certification 12/31/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	P14-001	Albuquerque	Marie Hughes ES	\$466,126	\$4,195,130	\$4,661,256	6/20/2013	\$457,651	\$8,475					\$466,126				\$2,936,591				\$1,258,539			
	P14-002	Albuquerque	Arroyo del Oso ES	\$0	\$0	\$0	6/20/2013	\$551,946	(\$551,946)					\$0				\$0				\$0			
	P14-003	Albuquerque	Collet Park ES	\$784,271	\$0	\$784,271	6/20/2013	\$2,715,237	(\$1,930,966)					\$784,271				\$0				\$0			
	P14-004	Albuquerque	Atrisco ES	\$541,995	\$4,877,954	\$5,419,949	6/20/2013	\$532,140	\$9,855					\$541,995				\$3,414,568				\$1,463,386			
	P14-005	Belen	Rio Grande ES	\$26,000	\$10,034,605	\$10,060,605	6/20/2013	\$65,000	(\$39,000)					\$26,000				\$7,024,224				\$3,010,382			
	P14-006	Central	Newcomb High School	\$61,000	\$7,205,257	\$7,266,257	6/20/2013	\$750,449	(\$689,449)					\$61,000				\$5,043,680				\$2,161,577			
	P14-007	Central	Grace B Wilson ES & Ruth N Bond ES	\$61,000	\$15,189,000	\$15,250,000	6/20/2013	\$1,606,500	(\$1,545,500)					\$61,000				\$10,632,300				\$4,556,700			
	P14-008	Deming	Deming Intermediate School	\$1,157,300	\$10,415,700	\$11,573,000	6/20/2013	\$1,404,000	(\$246,700)					\$1,157,300				\$7,290,990				\$3,124,710			
PCA	P14-009	Farmington	Northeast ES	\$762,000	\$10,836,000	\$11,598,000	6/20/2013	\$721,275	\$40,725					\$762,000			\$10,836,000								
PCA	P14-010	Farmington	Hermosa MS	\$612,000	\$10,440,000	\$11,052,000	6/20/2013	\$472,000	\$140,000					\$612,000			\$10,440,000								
	P14-011	Gadsden	New Elementary School	\$1,435,500	\$12,919,500	\$14,355,000	6/20/2013	\$1,640,099	(\$204,599)					\$1,435,500				\$9,043,650				\$3,875,850			
	P14-012	Gadsden	Chaparral Elementary School	\$1,282,819	\$11,545,371	\$12,828,190	6/20/2013	\$1,297,564	(\$14,745)					\$1,282,819				\$8,081,760				\$3,463,611			
	P14-013	Gallup	Ramah ES	\$738,660	\$6,647,944	\$7,386,604	6/20/2013	\$747,780	(\$9,120)					\$738,660				\$4,653,561				\$1,994,383			
	P14-014	Grants	Los Alamos MS	\$74,000	\$15,340,200	\$15,414,200	6/20/2013	\$1,962,050	(\$1,888,050)					\$74,000				\$10,738,140				\$4,602,060			
	P14-015	Hobbs	New Elementary School	\$870,959	\$7,838,631	\$8,709,590	6/20/2013	\$822,572	\$48,387					\$870,959				\$5,487,042				\$2,351,589			
	P14-016	Hobbs	Broadmoor ES	\$779,768	\$7,017,916	\$7,797,684	6/20/2013	\$736,448	\$43,320					\$779,768				\$4,912,541				\$2,105,375			
	P14-017	Lordsburg	Lordsburg High School	\$35,000	\$3,815,000	\$3,850,000	6/20/2013	\$451,000	(\$416,000)					\$35,000				\$2,670,500				\$1,144,500			
	P14-018	Mesa Vista	Ojo Caliente ES	\$322,000	\$2,898,000	\$3,220,000	6/20/2013	\$598,237	(\$276,237)					\$322,000				\$2,028,600				\$869,400			
	P14-019	NMSBVI	Quimby Gymnasium	\$92,201	\$829,807	\$922,008	6/20/2013	\$92,201	\$0					\$92,201				\$580,865				\$248,942			
	P14-020	NMSBVI	Sacramento Dormatory Recreation / Ditzler Auditorium	\$114,721	\$1,032,485	\$1,147,206	6/20/2013	\$114,721	\$0					\$114,721				\$722,740				\$309,746			
	P14-021	NMSBVI		\$205,850	\$1,852,647	\$2,058,497	6/20/2013	\$205,850	\$0					\$205,850				\$1,296,853				\$555,794			
	P14-022	Reserve	Reserve Combined School	\$50,000	\$1,188,237	\$1,238,237		\$0	\$50,000					\$50,000				\$831,766				\$356,471			
	P14-023	Roswell	Parkview Early Literacy	\$728,000	\$6,804,000	\$7,532,000	6/20/2013	\$608,570	\$119,430					\$728,000				\$4,762,800				\$2,041,200			
	P14-024	Silver - State Ch	Aldo Leopold Charter School	\$23,500	\$4,206,500	\$4,230,000	6/20/2013	\$432,000	(\$408,500)					\$23,500				\$2,944,550				\$1,261,950			11/22/2014

PSCOC FUND PROJECT ENCUMBRANCE SCHEDULE DETAIL

November 22, 2013

\$11,224,670	\$157,129,884	\$168,354,554	\$18,985,290	(\$7,760,620)	\$0	\$0	\$0	\$0	\$11,224,670	\$0	\$0	\$21,276,000	\$95,097,719	\$0	\$0	\$0	\$40,756,165	\$0	\$0	\$0
					\$0	\$32,500,670			\$95,097,719			\$40,756,165								

Rank	FY14 ROOF AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certification 06/20/13	Certification 12/31/13	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	R14-001	Alamogordo	High Rolls ES - Old Building (1923)			\$149,100	6/20/2013	\$215,948	(\$66,848)					\$149,100											
	R14-002	Albuquerque	Laland ES - Library			\$63,756	6/20/2013	\$48,289	\$15,467					\$63,756											
	R14-003	Gadsden	Mesquite Elementary School - Library Media Center			\$326,459	6/20/2013	\$254,100	\$72,359					\$326,459											
	R14-004	Gadsden	Santa Teresa High School - STHS Vocational Building			\$249,864	6/20/2013	\$314,512	(\$64,648)					\$249,864											
	R14-005	Gallup	Crownpoint HS - Crownpoint HS			\$1,281,849	6/20/2013	\$1,627,700	(\$345,851)					\$1,281,849											
	R14-006	Gallup	Navajo Pine HS - Navajo Pine HS			\$1,304,587	6/20/2013	\$1,269,606	\$34,981					\$1,304,587											
	R14-007	Gallup	Stagecoach ES - Stagecoach ES			\$675,707	6/20/2013	\$942,639	(\$266,932)					\$675,707											
	R14-008	Grants	Milan ES - Milan ES-Old Gym & Class			\$440,940	6/20/2013	\$401,508	\$39,432					\$440,940											
	R14-009	Grants	San Rafael ES - San Rafael ES			\$371,735	6/20/2013	\$349,600	\$22,135					\$371,735											
	R14-010	Las Cruces	Alameda ES - Alameda ES			\$274,800	6/20/2013	\$960,000	(\$685,200)					\$274,800											
	R14-011	Las Vegas City	Robertson HS - Library Media Arts Building			\$0		\$0	\$0					\$0											
	R14-012	Los Lunas	Katherine Gallegos ES - Main Building & Gym			\$69,469	6/20/2013	\$100,870	(\$31,401)					\$69,469											
	R14-013	Mesa Vista	District-wide - Various			\$115,000	6/20/2013	\$122,500	(\$7,500)					\$115,000											
	R14-014	Pecos	Pecos ES - Entire Roof			\$536,228	6/20/2013	\$129,220	\$407,008					\$536,228											
	R14-015	Roswell	Mountain View MS - Total TPO			\$287,820	6/20/2013	\$287,820	\$0					\$287,820											
	R14-016	Silver	La Plata MS - Building Core			\$292,474	6/20/2013	\$216,000	\$76,474					\$292,474											
	R14-017	Tularosa	Tularosa Intermediate School - Main Building			\$464,646	6/20/2013	\$475,710	(\$11,064)					\$464,646											
	R14-018	Tularosa	Tularosa Middle School - Cafeteria			\$96,378	6/20/2013	\$177,674	(\$81,296)					\$96,378											
	R14-019	West Las Vegas	WLV HS - Band/Shop Building			\$140,800	6/20/2013	\$185,000	(\$44,200)					\$140,800											
						\$7,141,612		\$8,629,595	-\$1,487,983	\$0	\$0	\$0	\$0	\$7,141,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
										\$0				\$7,141,612	\$7,141,612			\$0							

Scenario (3) Ph. 2 70% Yr. 2.

FY15 AWARDS SCENARIO																				70%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
Phase 1		Phase 2		Total		Certification Date(s)		Certified		2012_Q3		2012_Q4		2013_Q1		2013_Q2		2013_Q3		2013_Q4		2014_Q1		2014_Q2		2014_Q3		2014_Q4		2015_Q1		2015_Q2		2015_Q3		2015_Q4		2016_Q1		2016_Q2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
			SB Design	\$13,500,000		\$13,500,000																				\$13,500,000																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	</

FY16 AWARDS SCENARIO				Phase 1	Phase 2	Total	Certification Date(s)	Certified		2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2	
			SB Design	\$13,500,000		\$13,500,000																\$13,500,000				
			SB Construction		\$126,500,000	\$126,500,000																				
			SB Roofs			\$10,000,000																				
						\$150,000,000		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,500,000	\$0	\$0	\$0	
										\$0	\$0			\$0			\$0			\$0			\$13,500,000			

FY17 AWARDS SCENARIO				Phase 1	Phase 2	Total	Certification Date(s)	Certified		2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
			SB Design	\$13,500,000		\$13,500,000																			
			SB Construction		\$126,500,000	\$126,500,000																			
			SB Roofs			\$10,000,000																			
						\$150,000,000		\$0			\$0	\$0	\$0		\$0	\$0	\$0		\$0	\$0	\$0		\$0	\$0	
										\$0		\$0	\$0	\$0		\$0	\$0	\$0		\$0	\$0	\$0		\$0	\$0

Item No. VI. B.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** Socorro-San Antonio ES - P12-011 - Additional Funding
- III. Name of Presenter(s):** Pat McMurray, Senior Facilities Manager

IV. Proposed Motion:

Council approval of the Awards Subcommittee recommendation to amend the 2011-2012 standards-based award to the Socorro Consolidated Schools for San Antonio Elementary School include additional funding to complete planning and design to renovate/replace facilities to adequacy for 101 students, grades K-5 with an increase in the state share amount of \$104,645 (77%), contingent upon an additional local share of \$31,257 (23%).

V. Executive Summary:

Award Date: July 29, 2011.

Award was for planning and design funds only to renovate/replace facilities to adequacy for 101 students, grades K-5.

Staff recommendation is to increase design award \$104,645 state share, \$31,257 district share.

PSFA & the District are requesting additional Phase I funding for planning and design due to a 2 year delay caused by land acquisition approval from the BLM. The original award was for a total project cost of \$ 3,175,971 current estimate for total project cost is \$ 4,534,987.

Maintenance Update: The district does have a PM plan, uses the tools, and documents their work but does not meet maintenance performance requirements in the field. FMAR-Average is 6.29% (very poor), 2013.



STATE OF NEW MEXICO
PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
PUBLIC SCHOOL FACILITIES AUTHORITY

SUSANA MARTINEZ
GOVERNOR

DAVID ABBEY
PSCOC CHAIR

ROBERT A. GORRELL
PSFA DIRECTOR

PSCOC ADDITIONAL FUNDING REQUEST

DATE: 11/21/13 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

NOTE: Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. **Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility.** Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: SOCORRO CONSOLIDATED SCHOOL DISTRICT

PSCOC PROJECT #: P12-011 (If Emergency, write "Emergency")

PROJECT NAME: SAN ANTONIO ES

ENROLLMENT: 87

DESIGN CAPACITY: 101

DESCRIPTION OF REQUEST: Original Award Language: Planning and design to renovate/replace facilities to adequacy for 101 students, grades K-5.
PSFA & the District are requesting additional Phase I funding for planning and design due to a 2 year delay caused by land acquisition approval from the BLM. The original award was for a total project cost of \$ 3,175,971 current estimate for total project cost is \$ 4,534,987.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 317,597.00	\$ 244,550.00	\$ 73,047.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ###/###/###	\$ -	\$ -	\$ -
4	Supplemental Award ###/###/###	\$ -	\$ -	\$ -
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 317,597.00	\$ 244,550.00	\$ 73,047.00
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ###/###/###	\$ -	\$ -	\$ -
8	ADJUSTED TOTAL BUDGET (USES)	\$ 317,597.00	\$ 244,550.00	\$ 73,047.00

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)	
9	Project Cost to Adequacy -estimated	\$ 453,499.00
10	Current Budget to Adequacy (Line 5)	\$ 317,597.00
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 135,902.00
		REQUEST MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 31,257.33 23%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 104,644.67 77%

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)
14	Request

NOT REQUIRED PER PSCOC - PSFA
School Board President Date
(Required)

School District Superintendent Date
(Required)

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.

**ADDITIONAL
INFORMATION:**

**PSFA STAFF
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 104,644.67 (77%) as requested to complete Phase I Design to adequacy. The District has in place their required additional funding amount match totaling \$ 31,257.33 (23%)

PSFA Regional Manager

Date

PSFA Senior Facilities Manager

Date

SUBCOMMITTEE REVIEW DATE: _____

☐ **Approve Recommendation**

☐ **Reject Recommendation**

COMMENTS:

PSFA Director

Date

PSCOC Awards Subcommittee Chair

Date

PSCOC REVIEW DATE: _____

☐ **Approve Motion**

☐ **Reject Motion**

MOTION:

ACTION:

PUBLIC SCHOOL FACILITIES AUTHORITY**EXHIBIT B**

**SAN ANTONIO ES
SAN ANTONIO, NM**

SOCORRO CONSOLIDATED SCHOOL DISTRICT

**PREPARED BY: Rocky Kearney
ESTIMATE DATE: November 9, 2013**

PROJECT SUMMARY PROJECT DESIGN SOFT COST PER CURRENT PSCOC ADEQUACY STANDARDS

DESCRIPTION	TOTALS	REMARKS
ESTIMATE OF MACC:		
SUBTOTAL OF CONSTRUCTION COSTS	\$0	
NMGRT ON CONSTRUCTION COSTS 0.000%	\$0	
TOTAL OF CONSTRUCTION COSTS	\$0	
PROFESSIONAL SERVICES & INDIRECT COSTS		
DESIGN SERVICES MACC* 230 X 14,788	\$3,401,240	
DESIGN SERVICES % FEE* 6.6%	7%	\$224,482
REIMBURSABLE EXPENSES AND PRINTING		\$40,000
ED SPEC (COMPLETED)		\$32,836
ADD CIVIL ENGINEERING DRAINAGE, ETC.		\$56,000
MASTER SITE PLAN		\$35,000
TESTING***		
GEO-TECH		\$15,000
CONCRETE & STRUCTURAL & SPECIAL		\$0
PAC		\$0
HAZARDOUS MATERIAL		
REMEDICATION		
FF&E		\$0
DEMOLITION		
ROOFING OBSERVATION		\$0
OTHER		
SUBTOTAL OF INDIRECT COSTS		\$403,317
NMGRT ON INDIRECT COSTS 7.000%		\$28,232
TOTAL OF INDIRECT COSTS		\$431,550
SUBTOTAL PROJECT COSTS		\$431,550
CONTINGENCY 5%		\$21,949
OVERALL PROJECT BUDGET		\$453,499
DISTRICT TOTAL TO ADEQUACY 23%		\$104,305.00
PSFA TOTAL TO ADEQUACY 77%		\$349,194.00
TOTAL PROJECT COST TO ADEQUACY		\$453,499.00

PUBLIC SCHOOL FACILITIES AUTHORITY**EXHIBIT B**

**SAN ANTONIO ES
SAN ANTONIO, NM**

SOCORRO CONSOLIDATED SCHOOL DISTRICT

**PREPARED BY: Rocky Kearney
ESTIMATE DATE: November 9, 2013**

PROJECT SUMMARY TOTAL PROJECT COST PER CURRENT PSCOC ADEQUACY STANDARDS

DESCRIPTION	TOTALS	REMARKS
ESTIMATE OF MACC:		
SUBTOTAL OF CONSTRUCTION COSTS	\$3,401,240	
NMGRT ON CONSTRUCTION COSTS 6.000%	\$204,074	
TOTAL OF CONSTRUCTION COSTS	\$3,605,314	
PROFESSIONAL SERVICES & INDIRECT COSTS		
DESIGN SERVICES MACC* 230 X 14,788	\$3,401,240	
DESIGN SERVICES % FEE* 6.6%	7%	\$224,482
REIMBURSABLE EXPENSES AND PRINTING		\$40,000
ED SPEC (COMPLETED)		\$32,836
ADDITIONAL CIVIL ENGINEERING		\$56,000
MASTER SITE DRAINAGE PLAN		\$35,000
TESTING***		
GEO-TECH		\$15,000
CONCRETE & STRUCTURAL & SPECIAL		\$60,000
PAC		\$60,000
HAZARDOUS MATERIAL		
REMEDICATION		
FF&E		\$250,000
DEMOLITION		
ROOFING OBSERVATION		\$60,000
OTHER		
SUBTOTAL OF INDIRECT COSTS	\$833,317	
NMGRT ON INDIRECT COSTS 7.000%	\$58,332	
TOTAL OF INDIRECT COSTS	\$891,650	
SUBTOTAL PROJECT COSTS	\$4,496,964	
CONTINGENCY 1%	\$38,023	
OVERALL PROJECT BUDGET	\$4,534,987	
DISTRICT TOTAL TO ADEQUACY 23%	\$1,043,047.00	
PSFA TOTAL TO ADEQUACY 77%	\$3,491,940.00	
TOTAL PROJECT COST TO ADEQUACY	\$4,534,987.00	
(BOND 1,650,000 - 1,043,047 = 606,953) DISTRICT 100% ABOVE ADEQUACY	\$606,953.00	OFFSITE UTILITIES, ETC.

SAN ANTONIO ES

In July of 2011 when this project was awarded by the PSCOC the total project cost and construction cost were estimated based on the information available at the time.

Since the award was made an ed spec was completed and we have more current historical construction data for rural schools.

Under the current adequacy standards for 101 students the school could be 14,788 sf.

The current cost of construction based on historical data like the cost of Cubero ES is 230.00 per sf.

$14,788 \times 230.00 = \$3,401,240.00$ construction cost + 25% soft cost of \$1,133,747 = \$4,534,987.00 total project cost.

Item No. VI. C.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** Peñasco-ES Roof - R13-024 - Additional Funding
- III. Name of Presenter(s):** Pat McMurray, Senior Facilities Manager

IV. Proposed Motion:

Council approval of the Awards Subcommittee recommendation to amend the 2012- 2013 roof award to the Penasco Independent Schools for Penasco Elementary School based on actual cost to complete the work, with an increase in the state share amount of \$77,409 (72%), contingent upon an additional local share of \$30,104 (28%).

V. Executive Summary:

Award Date: July 26, 2012.

Award was for roof repair on 5th & 6th Grade Classrooms.

Staff recommendation is to increase award \$77,409 state share, \$30,104 district share.

Penasco School district is applying for additional state funding to re-roof the remaining portion of the elementary school building. The district concern is that the seam at the new/old roof (if the whole replacement is not done) will give the school maintenance problems in the future and will be a new source of roof leaks. The replacement of the whole roof area will eliminate the tie-in joint and eliminate any potential problems associated with it.

Maintenance Update: The district meets maintenance performance requirements, but is partially deficient in documentation. FIMS User-District uses two out of the three tools provided by the state. Must get training and implement the Utility Direct (UD) module.



STATE OF NEW MEXICO
PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
PUBLIC SCHOOL FACILITIES AUTHORITY

SUSANA MARTINEZ
GOVERNOR

DAVID ABBEY
PSCOC CHAIR

ROBERT A. GORRELL
PSFA DIRECTOR

PSCOC ADDITIONAL FUNDING REQUEST

DATE: 11/21/13 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

NOTE: Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. **Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility.** Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: Penasco Independent Schools

PSCOC PROJECT #: R13-024 (If Emergency, write "Emergency")

PROJECT NAME: Penasco elementary 5th and 6th grades re-roof

ENROLLMENT: 257

DESIGN CAPACITY: 257

DESCRIPTION OF REQUEST: Penasco School district is applying for additional state funding to re-roof the remaining portion of the elementary school building. The district concern is that the seam at the new/old roof (if the whole replacement is not done) will give the school maintenance problems in the future and will be a new source of roof leaks. The replacement of the whole roof area will eliminate the tie-in joint and eliminate any potential problems associated with it.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 198,550.00	\$ 142,956.00	\$ 55,594.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 198,550.00	\$ 142,956.00	\$ 55,594.00
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ###/###/###	\$ -	\$ -	\$ -
8	ADJUSTED TOTAL BUDGET (USES)	\$ 198,550.00	\$ 142,956.00	\$ 55,594.00

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 306,063.00	
10	Current Budget to Adequacy (Line 5)	\$ 198,550.00	
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 107,513.00	
		REQUEST	MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 30,104	28%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 77,409	72%

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)	
14	Request	\$ -

School Board President
(Required)

Date

School District Superintendent
(Required)

Date

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.

**ADDITIONAL
INFORMATION:**

**PSFA STAFF
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 77,409 (72%) as requested to complete construction to adequacy. The District has in place their required additional funding amount match totaling \$ 30,104 (28%)

PSFA Regional Manager

Date

PSFA Senior Facilities Manager

Date

SUBCOMMITTEE REVIEW DATE: _____

- ☐ **Approve Recommendation**
- ☐ **Reject Recommendation**

COMMENTS:

PSFA Director

Date

PSCOC Awards Subcommittee Chair

Date

PSCOC REVIEW DATE: _____

- ☐ **Approve Motion**
- ☐ **Reject Motion**

MOTION:

ACTION:

PUBLIC SCHOOL FACILITIES AUTHORITY

Penasco ES 5th and 6th grades
Penasco, NM

Penasco Independent Schools

PREPARED BY: Irina Ivashkova
ESTIMATE DATE: November 18, 2013

PSFA OVERALL PROJECT BUDGET

DESCRIPTION	TOTALS	REMARKS
PROBABLE COST ESTIMATE		
ORIGINAL CONSTRUCTION COST	\$159,800	
ADDITIONAL WORK	\$62,912	
SUBTOTAL	\$222,712	
NMGRT ON CONSTRUCTION COSTS 7.13%	\$15,868	
TOTAL OF CONSTRUCTION COSTS	\$238,580	
PROFESSIONAL SERVICES		
DESIGN SERVICES MACC*	\$159,800	
DESIGN SERVICES % FEE* 6.00%	\$11,625	
ADDITIONAL DESIGN SERVICES****	\$0	
SUBTOTAL DESIGN FEES	\$11,625	
NMGRT ON A&E FEES 7.0000%	\$814	
TOTAL BASIC COMPENSATION	\$12,439	
REIMBURSABLE EXPENSES*	\$2,220	
TOTAL A&E CONTRACT SUM	\$14,659	
INDIRECT COSTS (Inclusive of NMGRT)		
OWNER CONSULTANTS-Roof	\$25,000	
OWNER CONSULTANTS	\$0	
TESTING***& Surveys	\$0	
GEO-TECH	\$0	
CONCRETE & STRUCTURAL	\$0	
TEST & BALANCE	\$0	
HAZARDOUS MATERIAL	\$0	
REMEDIATION	\$0	
FF&E	\$0	
DEMOLITION	\$0	
OTHER	\$0	
OTHER	\$0	
TOTAL OF SERVICE & INDIRECT COSTS	\$39,659	
SUBTOTAL PROJECT COSTS	\$278,239	
CONTINGENCY 10.00%	\$27,824	
OVERALL PROJECT BUDGET	\$306,063	
OVERALL PROJECT FUNDING	\$306,063	

Notes: Only enter dollars or percentages into yellow highlighted cells.

* Per A&E Contract Documents

** Consultants that would not be included in the A&E Contract

*** Testing that would be furnished by owner and not in construction costs

**** Cumulative Total to Date



Home of the Panthers

Peñasco Independent School District

P.O. Box 520
Peñasco, New Mexico 87553

PHONE: 575-587-2230

FAX: 575-587-2513

Interim Superintendent
Darlene Ulibarri

Peñasco Board of Education
Leroy Lopez, President
Norman Esquibel, Vice-President
Mary Trujillo Mascareñas, Secretary
Juliet Garcia-Gonzales, Member
Audrey Medina-Dominguez, Member

October 28, 2013

Public School Facilities Authority
Irina Ivashkova
410 Don Gaspar Ave.
Santa Fe, NM 87501

Dear Irina,

Attached please find a quote to have the remainder of the roof at Peñasco Elementary School to be replaced. As discussed with you earlier this morning, we are concerned that should we not replace the entire roof structure, the seam that will be caused by only replacing a portion will lead to the eventual problem that we have right now.

I believe that it is in the best interest of PISD and PSFA to replace the entire roof with a seamless product to decrease the possibility of leaks from roof seams. Thank you for your consideration of this request.

Sincerely,

Darlene Ulibarri, Superintendent
Peñasco ISD

Irina Ivashkova

From: Richard Armstrong <richarda@agiconsultants.com>
Sent: Friday, November 15, 2013 11:00 AM
To: Irina Ivashkova
Cc: David Armstrong
Subject: RE: Letter & Quote re: additional roofing Elem 10-28-13

Irina,
A tie-in seam between a standing seal metal roof that is designed to expand and contract and a "R" panel roof that is fastened throughout to the deck minimizing panel expansion and contraction dictates that the seam be an expansion joint. We are having a difficult time with Firestone in obtaining an expansion joint detail that is not going to give the school problems in the future. Additionally, the tie-in to the R-panel roof, with whatever detail is used, is going to depend on a caulked joint which will require maintenance and will not be covered by the warranty. If the R-panel roof replacement is delayed, then when it is replaced, this joint will still need to be kept in place. If it is feasible to do so, it is best to include this area in the current roofing project at this time which will eliminate the tie-in joint and eliminating any potential problems associated with it.



Building Envelope, Structural & Civil Engineering

Richard (Dick) Armstrong, VP

Office: 505-899-0089
Mobile: 505-980-0039
richarda@agiconsultants.com

From: Irina Ivashkova [<mailto:iivashkova@nmppsfa.org>]
Sent: Thursday, November 14, 2013 5:16 PM
To: Richard Armstrong
Subject: FW: Letter & Quote re: additional roofing Elem 10-28-13

Hello, Sir,
The district is asking PSFA to participate in the replacement of the remaining elementary school roof(see attached).
What is your professional opinion about the roof seam?
Thank you, Irina

From: Annette Sanchez [<mailto:asanchez@penasco.k12.nm.us>]
Sent: Monday, October 28, 2013 4:18 PM
To: Irina Ivashkova
Cc: dulibbarri@penasco.k12.nm.us
Subject: Letter & Quote re: additional roofing Elem 10-28-13

Good Afternoon Irina, here are the letter and quote you requested regarding the additional roofing that you and Mrs. Ulibarri spoke about this morning. Thank you.

Annette Sanchez
PENASCO INDEPENDENT SCHOOLS

DKG & Associates, Inc.

6920 Huseman Place S.W., Albuquerque, NM 87121

Phone: (505) 873-4660

Fax: (505) 873-4648

To: FBT Architects
Attn: Matt Oberer

Date: 10/08/13

Project: Penasco Elementary School

Re: **Additional Reroof Area**

Following are the costs for additional metal roofing:

<u>Item</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Extended Cost</u>
<u>Materials:</u>			
UC-6 Double Lock Roof Panels, 22ga	5,360 sf	1.80	\$ 9,648.00
Panel Clips	2,000 ea	1.05	\$ 2,100.00
Panel Fasteners	4,000 ea	.12	\$ 480.00
Clad-Gard Underlayment	32 rls	124.00	\$ 3,968.00
Metal Roof accessories	1 lot	745.00	\$ 745.00
Snow Retention System	1 pkg	2,170.00	\$ 2,170.00
Eave, Rake, Ridge, Flashing, Clips & Closure Metal	380 lf	2.75	\$ 1,045.00
Omit Expansion Joint Detail	(80 lf)	1.20	\$ (96.00)
<u>Other:</u>			
Equipment Rental	.5 month	3,000.00	\$ 1,500.00
20 year Manufacturer's Warranty	5,100 sf	.10	\$ 510.00
<u>Labor:</u>			
Roll Form Roof Panels	8 man hrs	40.00	\$ 320.00
Remove and Replace Metal Roofing Panels	570 man hrs	40.00	\$ 22,800.00
Install Trims	60 man hrs	40.00	\$ 2,400.00
Install Snow Retention	35 man hrs	40.00	\$ 1,400.00
Supervision	8 man hrs	75.00	\$ 600.00
Omit Expansion Joint Detail	(8 man hrs)	40.00	\$ (320.00)
Per Diem & Travel	68 man days	75.00	\$ 5,100.00
Sub-Total			\$ 54,370.00
Profit & Overhead		14.0%	\$ 7,612.00
Sub-Total			\$ 61,982.00
Bond		1.5%	\$ 930.00
TOTAL CHANGE ORDER REQUEST			\$ 62,912.00

Mike Lovato, Project Manager
DKG & Associates, Inc.
mlovato@dkgroof.com

New Mexico Contractor's License #59360
New Mexico Residence Contractor's Preference #L1000881728
NM Contractor Registration #0192732011707

Item No. VI. D.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** Farmington-Northeast ES - P14-009 - Award Language Change
- III. Name of Presenter(s):** Martica Casias, Planning & Design Manager; Pat McMurray, Senior Facilities Manager.
- IV. Proposed Motion:**

Council approval of the Awards Subcommittee recommendation to amend the 2013-2014 standards-based award to the Farmington Municipal Schools for Northeast Elementary School to expand project scope from facility renovation to facility replacement to adequacy and an increased design capacity from 558 students to 600 students, grades K-5.

V. Executive Summary:

Award Date: July 25, 2013.

Award was for planning and design for renovations/additions to existing facilities to adequacy for 558 students, grades K-5. Prior to the release of Phase 2 funding, the district shall have a current FMP approved by PSFA.

Current Enrollment: 585 students.

Staff recommendation is to expand project scope from facility renovation to facility replacement including the student enrollment increase to 600.

Additional funding for Phase I planning and design is not needed; however, with the increase of student enrollment and the change to facility replacement anticipated phase II construction funding is estimated at \$19.3 million.



Farmington Municipal Schools
2001 North Dustin Avenue – P.O. Box 5850
Farmington, New Mexico 87401

ADMINISTRATIVE OFFICES

TELEPHONE (505) 324-9840
FAX (505) 599-8806

21 October 2013

**Mr. Robert Gorrell, Director
Public Schools Facilities Authority
1312 Basehart Rd. SE, Ste. 200
Albuquerque, NM 87106**

**Re: Award Modification Request
Northeast Elementary School
PSFA Project No. P14-009**

Dear Mr. Gorrell,

We are extremely pleased that Farmington Municipal Schools has received the award for the above referenced project. At this time we have begun the initial phase of the utilization analysis as part of the Program Statement with FBT Architects.

It has become apparent that the enrollment projection in the application does not accurately reflect our present and future enrollment. The application listed the number of students at 558. The 40-day count this year shows that we are presently at 585 students with a reasonable projection of 599 students by the 2016-2017 school year. We do not intend to have the student population exceed that number. Accompanying this letter is the Student Projection Analysis we have completed.

Since we have just begun the design phase of the project and do not want to proceed any further with an inaccurate student population projection we respectfully request and adjustment to the MOU. This adjustment would allow for the design to continue with a projected student population count of 600.

We appreciate your consideration of this request. If you have any questions please do not hesitate to contact me at your earliest convenience.

Regards,

Ted Lasiewicz

**Ted Lasiewicz
Chief of Operations**



**STATE OF NEW MEXICO
Public School Facilities Authority**

Robert A. Gorrell
Director

☐ originating office
Santa Fe Main Office
410 Don Gaspar
Santa Fe, NM 87501
Telephone: 505-988-5989
Facsimile: 505-988-5933

☒ originating office
Albuquerque Field Station
1312 Basehart Drive SE, Ste. 200
Albuquerque, NM 87106
Telephone: 505-843-6272
Facsimile: 505-843-9681

MEMORANDUM

TO: Ms. Martica Casias, Planning and Design Manager

FROM: William W. Sprick, Facilities Master Planner

DATE: November 4, 2013

RE: Farmington Municipal Schools Award Modification Request; Northeast Elementary School

Award Language:

"Planning and design for renovations/ additions to existing facilities to adequacy for 558 students, grades K-5. Prior to the release of Phase 2 funding, the district shall have a current FMP approved by PSFA".

History:

The 2012-2013 PSCOC award, was based on the District's expired Facility Master Plan (FMP) that was completed in 2006; the projection number used in the award was 8 years old.

Current Enrollment:

October 21, 2013 enrollment was 585 students

PSFA Recommendation:

The PSFA reviewed the newly completed enrollment projection numbers for the Northeast Elementary School, which will be included in the District's soon to be completed FMP. We agree with the 600 projected student enrollment and recommend the award modification increase from 558 students to 600 students.



Farmington Municipal Schools
2001 North Dustin Avenue – P.O. Box 5850
Farmington, New Mexico 87401

ADMINISTRATIVE OFFICES

TELEPHONE (505) 324-9840
FAX (505) 599-8806

19 November 2013

Mr. Robert Gorrell, Director
Public Schools Facilities Authority
1312 Basehart Rd. SE, Ste. 200
Albuquerque, NM 87106

Re: Award Modification Request
Northeast Elementary School
PSFA Project No. P14-009

Dear Mr. Gorrell,

We are extremely pleased that Farmington Municipal Schools has received the award for the above referenced project. At this time we have begun the initial phase assessing the existing facility as well as performing a thorough utilization analysis as part of the Program Statement with FBT Architects.

We have identified four options that range from a major renovation through a complete replacement for the school. After a thorough review of all four options it was determined that the best course of action was for demolition of the existing school and construction of a new school on the existing site just to the south of the present school.

This expansion in scope was due to various reasons, not the least of which was being able to determine the exact scope of work that would be the most cost effective in the long term. The budget that we arrived at for the original PSCOC application was the best estimate we could develop in order arrive at a complete renovation that showed a significant improvement in the NMCI score. The school board approved the budget at that time with the understanding that an increase in scope might be necessary as the design process began.

This recommendation was made to the Farmington Municipal Schools board on Thursday, 14 November 2013, and a resolution was approved accepting the recommendation for replacement of the existing school with an entirely new facility. As part of the resolution the board agreed to an increase in the total project cost to

\$19,329,000 from an original project budget of \$12,700,000 as outlined in the original MOU.

Attached is the resolution that the board approved with the backup documentation for that resolution. Board minutes reflecting that approval will be forthcoming shortly.

Please accept this request to expand the total project scope of work from a \$12.7M major renovation to a \$19.329M new elementary school.

If you should have any questions please do not hesitate to call.

Regards,

Ted Lasiewicz

**Ted Lasiewicz
Chief of Operations**

cc: Janel Ryan, Superintendent of Farmington Municipal Schools

Northeast Elementary

PROS:

- Re-use existing
- Create new entry
- Main play field remains

CONS:

- Portables needed
- Difficult fix to aged building
- Continued drainage issues
- Challenging construction phasing
- Difficult staging for construction
- No kindergarten play area
- Less security/ safety



COST COMPARISON - OPTION ONE (Renovation & Addition)

November 5, 2013

NORTHEAST ELEMENTARY - Student Capacity = 600
ADEQUACY AREA = 73,740 GSF

Farmington Municipal Schools

A. Building Demolition - None	
0 SF @ \$10/SF	\$0
*Excludes abatement work	
DEMOLITION TOTAL	\$0

B. Site Improvements	
Temporary Portable Campus (installation & removal)	\$360,000
Relocate existing portables for new construction	\$140,000
Earthwork + Grading & Drainage	\$175,000
Bus Loop & Parking (triangular area north of school)	\$125,000
Landscaping (low water use, ground cover, re-seed)	\$125,000
New playground	\$150,000
Paving, sidewalks, etc (@ addition)	\$75,000
Site utilities (rework old & add new services)	\$250,000
SITE TOTAL	\$1,400,000

C. Building Improvements	
AREA ANALYSIS	
Bldg Addition - Classroom & Admin	23,740
Existing Building GSF:	50,000
BUILDING TOTAL GSF:	73,740
Existing Bldg Renovation 50,000 SF @ \$135/sf	\$6,750,000
Building Addition 23,740 SF @ \$220/sf	\$5,222,800
Phased Construction, Mobilization & Overhead Burden	\$239,456
(@ 2.0% of Renovation + Addition costs)	
BUILDING TOTAL	\$12,212,256

D. SUMMARY	
Renovation & Addition - Subtotal	\$13,612,256
Contingency recommended @ 10%	\$1,361,226
BUILDING TOTAL	\$14,973,482

Net Construction Cost per Square Feet = \$203

E. Cost Comparison Ratio - NA

F. Cost Summary	
District Share: 40%	\$5,989,393
State Share: 60%	\$8,984,089
Net Construction Total (MACC)	\$14,973,482

Northeast Elementary

PROS

- Compact footprint
- Less roof
- More site opportunities
- Playground protected from winds

CONS

- Have to build new play field



COST COMPARISON - OPTION FOUR (NEW FACILITY 2-STORY)

October 31, 2013

NORTHEAST ELEMENTARY - Student Capacity = 600
ADEQUACY AREA = 73,740 GSF

Farmington Municipal Schools

A. Building Demolition		
Total School - 50,000 SF @ \$7/SF		\$350,000
*Excludes abatement work		
DEMOLITION TOTAL		\$350,000

B. Site Improvements		
Earthwork, grading, drainage, etc		\$350,000
Paving, parking, sidewalks, etc		\$350,000
Additional Parking (triangular area north of school)		\$125,000
Landscaping (low water use, ground cover, re-seed)		\$150,000
New Playfield		\$350,000
Site utilities		\$200,000
SITE TOTAL		\$1,525,000

C. Building Improvements		
	New Building to Adequacy GSF: 73,740	
	BUILDING TOTAL GSF: 73,740	
New Building @ 73,740 SF @ \$180/sf		\$13,273,200
Phased Construction, Mobilization & Overhead Burden		\$0
(not required - new school on existing playfield)		
BUILDING TOTAL		\$13,273,200

D. SUMMARY		
	New Building - Subtotal	\$15,148,200
	Contingency recommended @ 10%	\$1,514,820
	BUILDING TOTAL	\$16,663,020

Net Construction Cost per Square Feet = \$226

E. Cost Comparison Ratio - Option 1 (Reno+Add) VS Option 4 (New 2-Story)	90%

F. Cost Summary			
	District Share	40%	\$6,665,208
	State Share	60%	\$9,997,812
	Net Construction Total (MACC)		\$16,663,020

PUBLIC SCHOOL FACILITIES AUTHORITY**EXHIBIT B**

P14-009
Northeast ES
Farmington, NM

Farmington Municipal School District

Total Project Cost

PREPARED BY: Kelly Jernigan
ESTIMATE DATE: November 20, 2013

PROJECT SUMMARY

K-5 Students: 600

Total Award: \$19,329,000
 State Match 60% \$11,597,400
 District Match 40% \$7,731,600

DESCRIPTION	TOTALS	REMARKS
ESTIMATE OF MACC:		
SUBTOTAL OF CONSTRUCTION COSTS	\$15,150,000	
NMGRT ON CONSTRUCTION COSTS	7.125% \$1,079,438	
TOTAL OF CONSTRUCTION COSTS	\$16,229,438	
PROFESSIONAL SERVICES & INDIRECT COSTS		
DESIGN SERVICES MACC*	\$15,150,000	
DESIGN SERVICES % FEE*	6.0% \$909,000	
REIMBURSABLE EXPENSES*	\$136,350	
OWNER CONSULTANTS**	\$70,000	PAC design review
OWNER CONSULTANTS**	\$80,000	Roof Consultant Design Review
TESTING***	\$70,000	Early work, survey, testing
GEO-TECH		
CONCRETE & STRUCTURAL		
TEST & BALANCE		
HAZARDOUS MATERIAL		
REMEDIATION		
FF&E	\$200,000	
DEMOLITION		Included in MACC
OTHER	\$80,000	Architect Consultants
OTHER	\$90,900	CMAR Preconstruction Fee
SUBTOTAL OF INDIRECT COSTS	\$1,636,250	
NMGRT ON INDIRECT COSTS	7.125% \$116,583	
TOTAL OF INDIRECT COSTS	\$1,752,833	
SUBTOTAL PROJECT COSTS	\$17,982,271	
CONTINGENCY	7% \$1,346,729	
OVERALL PROJECT BUDGET	\$19,329,000	

Notes: Only enter dollars or percentages into yellow highlighted cells.

* Per A&E Contract Documents or estimate of MACC, % Fee and Reimbursables

** Consultants that would not be included in the A&E Contract

*** Testing that would be furnished by owner and not in construction costs

PUBLIC SCHOOL FACILITIES AUTHORITY

EXHIBIT B

P14-009
Northeast ES
Farmington, NM

Farmington Municipal School District

Phase 1 Funding

PREPARED BY: Kelly Jernigan
ESTIMATE DATE: August 5, 2013

PROJECT SUMMARY

K-5 Students: 600

Total Award: \$1,270,000
State Match 60% \$762,000
District Match 40% \$508,000

DESCRIPTION	TOTALS	REMARKS
ESTIMATE OF MACC:		
SUBTOTAL OF CONSTRUCTION COSTS		
NMGR ON CONSTRUCTION COSTS	0.000%	\$0
TOTAL OF CONSTRUCTION COSTS		\$0
PROFESSIONAL SERVICES & INDIRECT COSTS		
DESIGN SERVICES PHASE I -PD & SD (25%)	\$197,109	Based on original MACC
DESIGN SERVICES REVISED MACC*	\$15,150,000	
DESIGN SERVICES % FEE*	6.0%	\$909,000
DESIGN SERVICES PHASE 2 - DD & CD (48%)	\$436,320	
REIMBURSABLE EXPENSES*	\$130,896	
OWNER CONSULTANTS**	\$5,000	PAC design review
OWNER CONSULTANTS**	\$5,000	Roof Consultant Design Review
TESTING***	\$80,000	Early work, survey, testing
GEO-TECH		
CONCRETE & STRUCTURAL		
TEST & BALANCE		
HAZARDOUS MATERIAL		
REMEDIATION		
FF&E		
DEMOLITION		
OTHER	\$70,000	Architect Consultants
OTHER	\$90,900	CMAR Pre-Construction Fee
SUBTOTAL OF INDIRECT COSTS	\$1,015,225	
NMGR ON INDIRECT COSTS	7.125%	\$72,335
TOTAL OF INDIRECT COSTS		\$1,087,560
SUBTOTAL PROJECT COSTS		\$1,087,560
CONTINGENCY	17%	\$182,440
OVERALL PROJECT BUDGET		\$1,270,000

Notes: Only enter dollars or percentages into yellow highlighted cells.

* Per A&E Contract Documents or estimate of MACC, % Fee and Reimbursables

** Consultants that would not be included in the A&E Contract

*** Testing that would be furnished by owner and not in construction costs

Item No. VI. E.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** Farmington-Hermosa MS - P14-010 - Award Language Change
- III. Name of Presenter(s):** Pat McMurray, Senior Facilities Manager

IV. Proposed Motion:

Council approval of the Awards Subcommittee recommendation to amend the 2013-2014 standards-based award to the Farmington Municipal Schools for Hermosa Middle School to expand project scope from facility renovation to include demolition and facility replacement to adequacy for 650 students, grades 6-8.

V. Executive Summary:

Award Date: July 25, 2013.

Award was for planning and design to renovate existing facilities to adequacy for 650 students, grades 6-8. Prior to the release of Phase 2 funding, the district shall have a current FMP approved by PSFA.

Staff recommendation is to expand project scope to allow for demolition and facility replacement facility as well as facility renovation.

Additional funding for Phase I planning and design is not needed; however, with the change to facility replacement the anticipated phase II construction funding is estimated at \$18.4 million.



Farmington Municipal Schools
2001 North Dustin Avenue – P.O. Box 5850
Farmington, New Mexico 87401

ADMINISTRATIVE OFFICES

TELEPHONE (505) 324-9840
FAX (505) 599-8806

19 November 2013

Mr. Robert Gorrell, Director
Public Schools Facilities Authority
1312 Basehart Rd. SE, Ste. 200
Albuquerque, NM 87106

Re: Award Modification Request
Hermosa Middle School
PSFA Project No. P14-010

Dear Mr. Gorrell,

We are extremely pleased that Farmington Municipal Schools has received the award for the above referenced project. At this time we have begun the initial phase assessing the existing facility as well as performing a thorough utilization analysis as part of the Program Statement with FBT Architects.

We have identified four options that range from a major renovation through a complete replacement for the school. After a thorough review of all four options it was determined that the best course of action was for demolition of two wings of the existing school, renovation of the third wing and construction of a new two-story classroom wing. As part of the new construction there would also be a new administration area, cafeteria and library.

This expansion in scope was due to various reasons, not the least of which was being able to determine the exact scope of work that would be the most cost effective in the long term. The budget that we arrived at for the original PSCOC application was the best estimate we could develop in order to arrive at the required 20.38% NMCI score. The school board approved the budget at that time with the understanding that an increase in scope might be necessary as the design process began.

This recommendation was made to the Farmington Municipal Schools board on Thursday, 14 November 2013, and a resolution was approved accepting the recommendation for replacement the first two classroom wings of the school, cafeteria and library and renovation of the of the existing third classroom wing. As

part of the resolution the board agreed to an increase in the total project cost to \$18,424,000 from an original project budget of \$10,200,000 as outlined in the original MOU.

Attached is the resolution that the board approved with the backup documentation for that resolution. Board minutes reflecting that approval will be forthcoming shortly.

Please accept this request to expand the total project scope of work from a \$10.2M renovation to a renovation combined with a replacement of two thirds of the existing classrooms, cafeteria and library for an estimated total project cost of \$18.424M.

If you should have any questions please do not hesitate to call.

Regards,

Ted Lasiewicz

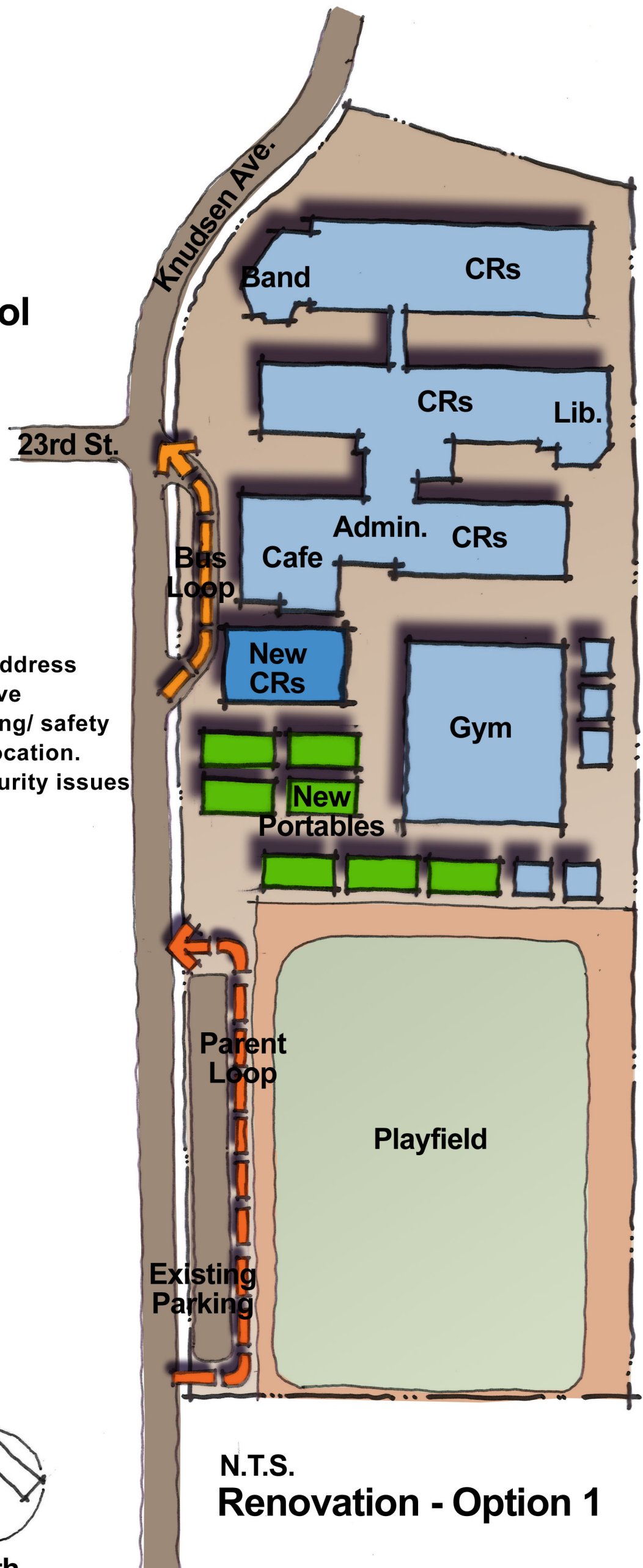
**Ted Lasiewicz
Chief of Operations**

cc: Janel Ryan, Superintendent of Farmington Municipal Schools

Hermosa Middle School

PRO:
- Re-use existing

CONS:
- Portable campus needed
- Difficult fix to aged building
- Old utilities difficult to upgrade
- Accessibility issues harder to address
- Drainage problem hard to resolve
- Challenging construction phasing/ safety
- Piecemeal addition with poos location.
- Layout creates more safety/security issues
- Reduces parking capacity



N.T.S.
Renovation - Option 1

COST COMPARISON - OPTION 1B (Renovation & Addition w/ Existing School to Tibbetts)

November 5, 2013

HERMOSA MIDDLE - Student Capacity = 650

ADEQUACY AREA = 86,000 GSF

Farmington Municipal Schools

A. Building Demolition - None	
0 SF @ \$10/SF	\$0
*Excludes abatement work	
DEMOLITION TOTAL	\$0

B. Site Improvements	
Temporary Portable Campus (not required)	\$0
Earthwork + Grading & Drainage	\$175,000
Bus Drop-off & Service Drive	\$100,000
Landscaping (low water use, ground cover, re-seed)	\$75,000
Paving, Sidewalks, Parent drop-off, Parking, etc	\$175,000
Site utilities (rework old & add new services)	\$275,000
SITE TOTAL	\$800,000

C. Building Improvements	
AREA ANALYSIS	
Existing Bldg Renov (North CR Wing + Band) GSF:	21,450
Existing Bldg Renov (remaining school) GSF:	64,550
Bldg Addition - Classrooms (above adequacy)	6,000
BUILDING TOTAL GSF:	92,000
Existing Bldg Renov (North Wing+Band) 21,450 SF @ \$90/sf	\$1,930,500
Existing Bldg Renov (remaining school) 64,550 SF @ \$135/sf	\$8,714,250
Building Addition 6,000 SF @ \$250/sf (above adequacy)	\$1,500,000
Phased Construction, Mobilization & Overhead Burden	\$0
(Move school to existing Tibbetts)	
BUILDING TOTAL	\$12,144,750

D. SUMMARY	
Renovation & Addition - Subtotal	\$12,944,750
Contingency recommended @ 10%	\$1,294,475
BUILDING TOTAL	\$14,239,225

Net Construction Cost per Square Feet = \$155

E. Cost Comparison Ratio - NA

F. Cost Summary				
District Share (Above Adequacy Addition):	100%	\$1,650,000		
District Share:	40%	\$5,035,690	\$6,685,690	Dist. Total
State Share:	60%	\$7,553,535		
Net Construction Total (MACC)		\$14,239,225		

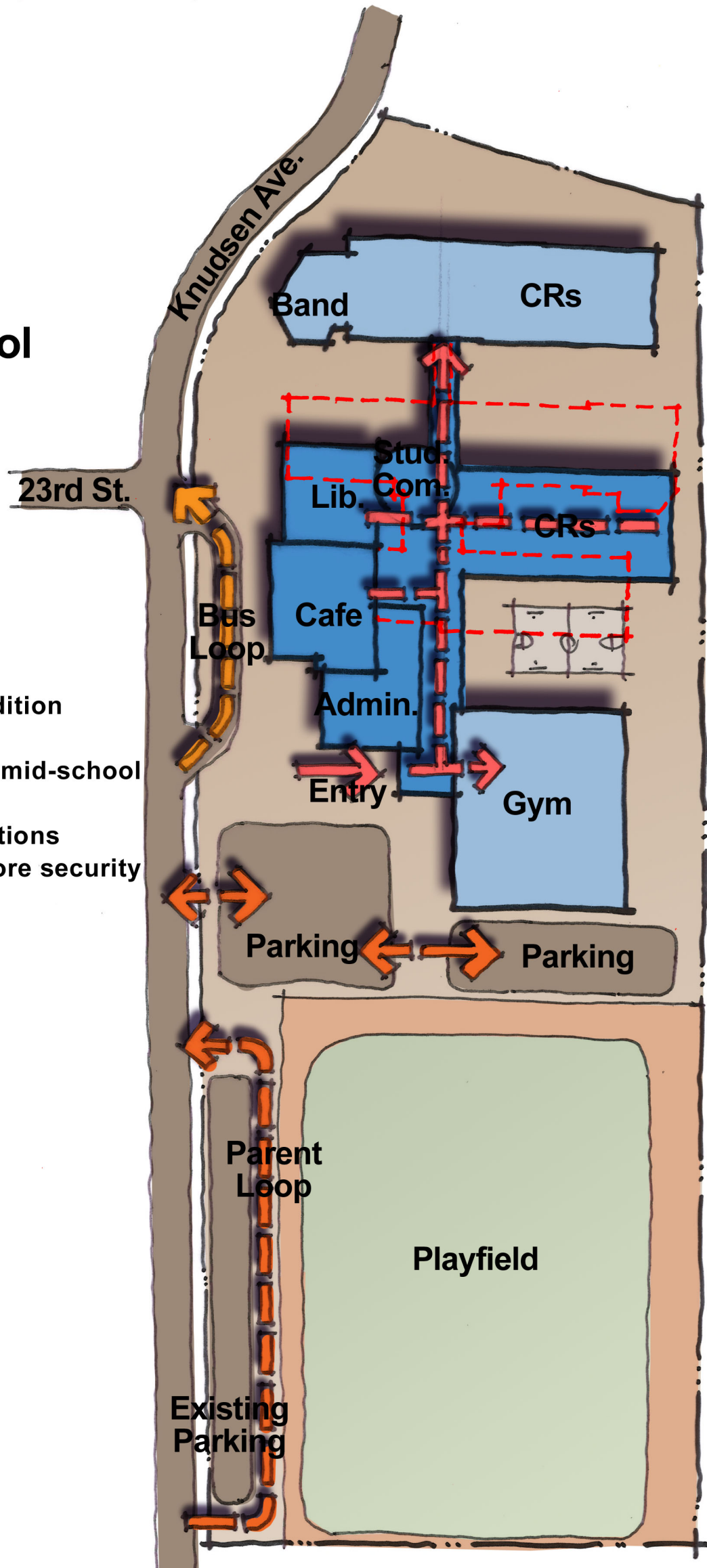
Hermosa Middle School

PROS:

- Single phase construction
- No portables
- Solves accessibility issues
- New prominent entry/ identity
- Solve drainage problems
- New utilities
- Keep north wing with recent addition
- Functional outdoor areas
- 2-story building appropriate for mid-school
- Less roof
- Allows more space for site functions
- All functions under one roof/ more security
- New library
- New Cafeteria

CON:

- Demolition adds costs



N.T.S.

Addition - Option 4

fbt

architects



North

COST COMPARISON - OPTION 4 (Renovation, Demolition & Addition - CR + ADMIN + LIB + CAFE)

November 5, 2013

HERMOSA MIDDLE - Student Capacity = 650
ADEQUACY AREA = 86,000 GSF

Farmington Municipal Schools

A. Building Demolition		
Partial School (2 original CR wings + Lib + Cafe) - 43,750 SF @ \$10/SF	\$437,500	
*Excludes abatement work		
DEMOLITION TOTAL		\$437,500

B. Site Improvements		
No Portables - move school to existing Tibbetts	\$0	
Earthwork + Grading & Drainage	\$325,000	
Bus Drop-off & Service Drive	\$100,000	
Landscaping (low water use, ground cover, re-seed)	\$75,000	
Paving, Sidewalks, Parent drop-off, Parking, etc	\$225,000	
Site utilities (new services)	\$225,000	
SITE TOTAL		\$950,000

C. Building Improvements		
AREA ANALYSIS		
Existing Bldg Renov (North wing + Band) GSF:	21,450	
Existing Bldg Renov (Gym) GSF:	20,800	
Bldg Addition - 2 Story Classrooms	43,750	
BUILDING TOTAL GSF:	86,000	
Existing Bldg Renov (North Wing+Band) 21,450 SF @ \$90/sf	\$1,930,500	
Existing Bldg Renov (Gym) 20,800 SF @ \$135/sf	\$2,808,000	
Building Addition (2 Story) 43,750 SF @ \$190/sf	\$8,312,500	
Phased Construction, Mobilization & Overhead Burden	\$0	
(Move school to existing Tibbetts)		
BUILDING TOTAL		\$13,051,000

D. SUMMARY		
Renovation, Demolition & Addition - Subtotal	\$14,438,500	
Contingency recommended @ 10%	\$1,443,850	
BUILDING TOTAL		\$15,882,350

Net Construction Cost per Square Feet = \$185

E. Cost Comparison Ratio - Option 1 (Reno+Add) VS Option 4 (Reno+Demo+Add)	94%
Option 1B (Reno+Add) VS Option 4 (Reno+Demo+Add)	90%

F. Cost Summary			
District Share	40%	\$6,352,940	
State Share	60%	\$9,529,410	
Net Construction Total (MACC)		\$15,882,350	

PUBLIC SCHOOL FACILITIES AUTHORITY**EXHIBIT B**

**P14-010
Hermosa MS
Farmington, NM**

Farmington Municipal School District

Total Project Cost

PREPARED BY: Kelly Jernigan
ESTIMATE DATE: August 5, 2013

PROJECT SUMMARY

6-8 Students: 650

Total Award: \$18,424,000
State Match 60% \$11,054,400
District Match 40% \$7,369,600

DESCRIPTION	TOTALS	REMARKS
ESTIMATE OF MACC:		
SUBTOTAL OF CONSTRUCTION COSTS	\$14,438,500	
NMGRT ON CONSTRUCTION COSTS	7.125% \$1,028,743	
TOTAL OF CONSTRUCTION COSTS		\$15,467,243
PROFESSIONAL SERVICES & INDIRECT COSTS		
DESIGN SERVICES MACC*	\$14,438,500	
DESIGN SERVICES % FEE*	6.0% \$866,310	
REIMBURSABLE EXPENSES*	\$112,620	
OWNER CONSULTANTS**	\$5,000	PAC design review
OWNER CONSULTANTS**	\$5,000	Roof Consultant Design Review
TESTING***	\$70,000	Early Work Survey, testing, etc.
GEO-TECH		
CONCRETE & STRUCTURAL		
TEST & BALANCE		
HAZARDOUS MATERIAL		
REMEDIATION		
FF&E	\$250,000	
DEMOLITION		
OTHER	\$80,000	A/E consultants
OTHER	\$86,631	CMAR Preconstruction Work
SUBTOTAL OF INDIRECT COSTS	\$1,475,561	
NMGRT ON INDIRECT COSTS	7.125% \$105,134	
TOTAL OF INDIRECT COSTS		\$1,580,695
SUBTOTAL PROJECT COSTS		\$17,047,938
CONTINGENCY	8% \$1,376,062	
OVERALL PROJECT BUDGET		\$18,424,000

Notes: Only enter dollars or percentages into yellow highlighted cells.

* Per A&E Contract Documents or estimate of MACC, % Fee and Reimbursables

** Consultants that would not be included in the A&E Contract

*** Testing that would be furnished by owner and not in construction costs

PUBLIC SCHOOL FACILITIES AUTHORITY**EXHIBIT B**

P14-010
Hermosa MS
Farmington, NM

Farmington Municipal School District

Phase 1 Funding

PREPARED BY:
ESTIMATE DATE:

Kelly Jernigan
August 5, 2013

PROJECT SUMMARY

6-8 Students: 650

Total Award: \$1,020,000
 State Match 60% \$612,000
 District Match 40% \$408,000

DESCRIPTION	TOTALS	REMARKS
ESTIMATE OF MACC:		
SUBTOTAL OF CONSTRUCTION COSTS		
NMGRT ON CONSTRUCTION COSTS	0.000%	\$0
TOTAL OF CONSTRUCTION COSTS		\$0
PROFESSIONAL SERVICES & INDIRECT COSTS		
DESIGN SERVICES PHASE 1 PD & SD (25%)		\$165,184
DESIGN SERVICES REVISED MACC*	\$14,438,500	
DESIGN SERVICES % FEE*	6.0%	\$866,310
DESIGN SERVICES PHASE 1 DD & CD (48%)		\$415,829
REIMBURSABLE EXPENSES*		\$103,957
OWNER CONSULTANTS**		\$5,000
OWNER CONSULTANTS**		\$5,000
TESTING***		\$60,000
GEO-TECH		
CONCRETE & STRUCTURAL		
TEST & BALANCE		
HAZARDOUS MATERIAL		
REMEDIATION		
FF&E		
DEMOLITION		
OTHER		\$70,000
OTHER		\$86,631
SUBTOTAL OF INDIRECT COSTS		\$911,601
NMGRT ON INDIRECT COSTS	7.125%	\$64,952
TOTAL OF INDIRECT COSTS		\$976,553
SUBTOTAL PROJECT COSTS		\$976,553
CONTINGENCY	4%	\$43,447
OVERALL PROJECT BUDGET		\$1,020,000

Notes: Only enter dollars or percentages into yellow highlighted cells.

* Per A&E Contract Documents or estimate of MACC, % Fee and Reimbursables

** Consultants that would not be included in the A&E Contract

*** Testing that would be furnished by owner and not in construction costs

Item No. VI. F.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** Grants-Los Alamitos MS - P14-014 - Award Language Change
- III. Name of Presenter(s):** Martica Casias, Planning & Design Manager

IV. Proposed Motion:

Council approval of the Awards Subcommittee recommendation to amend the 2013-2014 standards-based award to the Grants-Cibola County Schools for Los Alamitos Middle School to increase design capacity from 453 students to 475 students, grades 7-8.

V. Executive Summary:

Award Date: July 25, 2013.

Award was for educational specifications to replace the existing middle school and utilization study of the elementary feeder schools. The district may return for out-of-cycle planning and design funds to replace the middle school facilities to adequacy for 453 students, grades 7-8, and the possible inclusion of the 217 6th grade students from the feeder schools, based on the outcome of the study. The district is required to update their Facility Master Plan to reflect the new grade configurations at the elementary and middle schools.

Based on enrollment of feeder schools; Staff recommendation is to increase from 453 students to the design for 475 students.

Maintenance Update: The district has a current PM plan and is improving use of FIMS. Maintenance performance in the field has been somewhat deficient, but they have been addressing issues and need to be reevaluated. FMAR-Average is 52.54% (poor), 2013.

November 5, 2013

Mr. Robert Gorrell, Director
Public School Facilities Authority
410 Don Gaspar Ave.
Santa Fe, New Mexico 87501

RECEIVED

NOV 06 2013

By: William W. Sprick

Dear Mr. Gorrell:

Re: Los Alamos Middle School Project

Let me take this opportunity to thank you and the Public School Capital Outlay Council. Without assistance from you and the PSCOC, many of our school districts would not be able to adequately maintain their school sites.

Our recent request was for educational specifications to replace the existing middle school and utilization study of the elementary feeder schools. The district may return for out-of-cycle planning and design funds to replace the middle school facilities to adequacy for 453 student's grades 7-8, and the possible inclusion of the 217 6th grade students from the feeder schools, based on the outcome of the study. The district is required to update their Facility Master Plan to reflect the new grade configurations at the elementary and middle schools.

The Grants Cibola County Schools (GCCS) requested funding for a full standard based project for Los Alamos Middle School. In continuing to adequately build our facilities to meet the number of students who will be attending Los Alamos Middle School, we are requesting that Grants Cibola County School be allowed to build for 475 students.

The GCCS District has several feeders schools including Cubero Elementary, Milan Elementary, Mesa View Elementary, Mount Taylor, Bluewater Elementary, San Rafael Elementary and St. Theresa's as feeder schools. If the current sixth grade would move to the seventh grade next year, there would be 245 seventh grade and 228 eighth graders, for a total of 473 students.

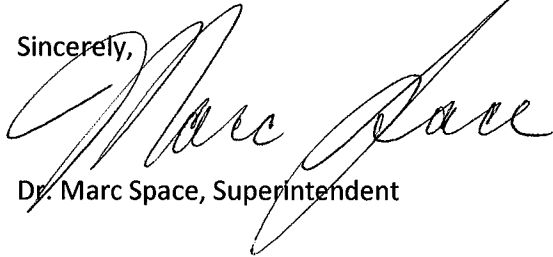
The attendance six years ago was 473 students, five years ago attendance was 427, four years ago attendance was 464, three years ago attendance was 480 students, two year ago attendance was 485 students and one year ago attendance was 425 students; current year enrollment is 426 students. The average numbers of students for the seven year period is 455 students. The GCCS District would be assured that if we were allowed to build for 475 students, we would be able to move in to adequate facilities for our students.

We appreciate your consideration to this request and are ready to answer any questions you may have.

If there is any further information I may be able to provide, please contact me at 505-285-2650 or Ann M. Gallegos, Director of Budget & Finance at 505-285-2611.

Once again, thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Marc Space". The signature is fluid and elegant, with a large, sweeping "M" and a long, trailing flourish at the end.

Dr. Marc Space, Superintendent

Bob, good to see you're still
around.

A handwritten signature in cursive script that reads "Marc". The signature is fluid and elegant, with a large, sweeping "M" and a long, trailing flourish at the end.



**STATE OF NEW MEXICO
Public School Facilities Authority**

Robert A. Gorrell
Director

☐ originating office
Santa Fe Main Office
410 Don Gaspar
Santa Fe, NM 87501
Telephone: 505-988-5989
Facsimile: 505-988-5933

☒ originating office
Albuquerque Field Station
1312 Basehart Drive SE, Ste. 200
Albuquerque, NM 87106
Telephone: 505-843-6272
Facsimile: 505-843-9681

MEMORANDUM

TO: Ms. Martica Casias, Planning and Design Manager

FROM: William W. Sprick, Facilities Master Planner

DATE: November 20, 2013

RE: Grants / Cibola County Schools Award Modification Request; Los Alamos Middle School

2013-2014 PSCOC Award Language:

"Educational Specification's to replace the existing middle school and utilization study of the elementary feeder schools. The district may return for out-of-cycle planning and design funds to replace the middle school facilities to adequacy for 453 student's grades 7-8, and the possible inclusion of the 217 6th grade students from the feeder schools, based on the outcome of the study. The district is required to update their Facility Master Plan to reflect the new grade configuration at the elementary and middle schools.

District Request:

The Grants Cibola County Schools requested on November 5, 2013 to increase enrollment for Los Alamos Middle School 2013-2014 PSCOC Award language. The District is requesting an increase from 453 students to 475 students to meet the number of students who will be attending Los Alamos Middle.

Staff Recommendation:

Based on enrollment of feeder schools; Staff recommendation is to increase from 453 students to the design for 475 students.

Grants Los Alamitos Middle School Enrollment (40th Day)					
School	Current 2013-2014 PED 40th Day Count Enrollment (not certified by PED) (8th Grade)	Current 2013-2014 PED 40th Day Count Enrollment (not certified by PED) (7th Grade)	Current 2013-2014 PED 40th Day Count Enrollment (not certified by PED) (6th Grade)	Current 2013-2014 PED 40th Day Count Enrollment (not certified by PED) (5th Grade)	Current 2013-2014 PED 40th Day Count Enrollment (not certified by PED) (4th Grade)
Los Alamitos Middle School	198	228	NA	NA	NA
Bluewater Elementary School	NA	NA	15	12	9
Cubero Elementary School	NA	NA	36	36	25
Mesa View Elementary School	NA	NA	56	43	57
Milan Elementary School	NA	NA	66	67	71
Mount Taylor Elementary School	NA	NA	56	67	67
San Rafael Elementary School	NA	NA	8	7	16
Seboyeta Elementary School	Not a feeder school to LAMS	Not a feeder school to LAMS	Not a feeder school to LAMS	Not a feeder school to LAMS	Not a feeder school to LAMS
Total	198	228	237	232	245
Note: Analysis used PED 2012-2013 Certified 40th Day Count Enrollment					
Current Middle School Enrollment (Current 7th & 8th Grade)	198 + 228	426			
2014-2015 Middle School Projections Upcoming 7th & 8th Grades (Current 6th & 7th grades)	228 + 237	465			
2015-2016 Middle School Projections Upcoming 7th & 8th Grades (Current 5th & 6th grades)	237 + 232	469			
2016-2017 Middle School Projections Upcoming 7th & 8th Grades (Current 4th & 5th grades)	232 + 245	477			

Item No. VI. G.

I. Awards Meeting Date(s): December 3, 2013

II. Item Title: FMP Awards

III. Name of Presenter(s): Martica Casias, Planning & Design Manager

IV. Proposed Motion:

Council approval of the Awards Subcommittee recommendation to make 2013-2014 Facilities Master Plan awards to the districts and up to the amounts specified in the spreadsheet. These amounts represent the state share portion of the estimated cost to develop a new or updated facility master plan at each of these districts to the PSFA guidelines and require a corresponding district match as set forth in the current state/local match formula unless otherwise waived as indicated. Final approval of waivers is conditional upon PSFA staff evaluation of local share reduction request, including verification of the district's Statement of Financial Position and certification that no other funds are available.

V. Executive Summary:

A total of 19 applications for FMP Awards were received, 18 from school districts and one from a state charter school.

- Total potential amount of state share including waivers is: \$483,136;
- Excluding waivers potential state share would be: \$371,892;
- A difference of \$111,244

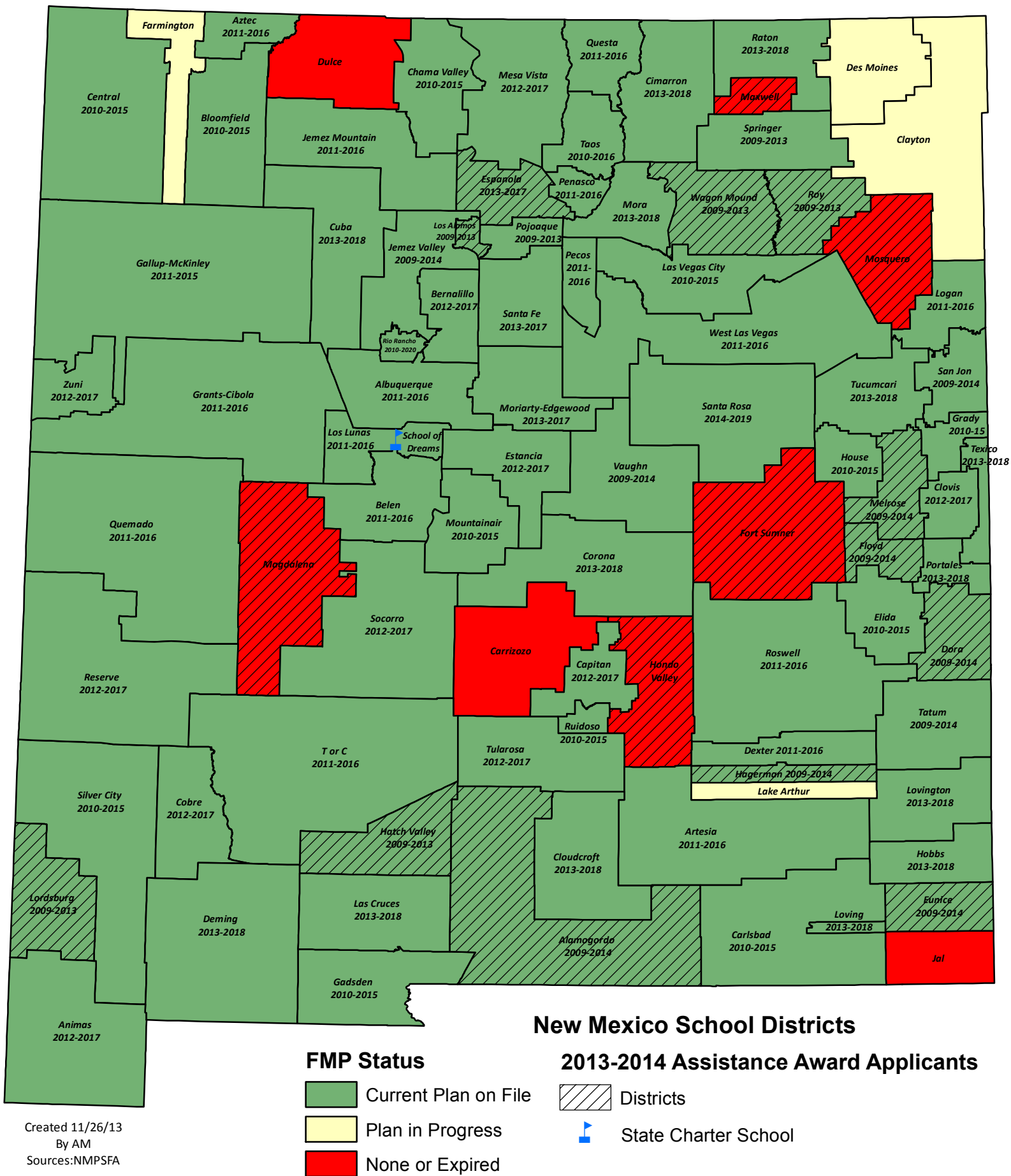
PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL (PSCOC)
2013-2014 Facility Master Plan Assistance Awards
December 3, 2013

District	FMP Expiration Date	GSF (from FAD)	Allowable Cost/GSF	PSFA Allowed Amount	District Estimated FMP Cost	PSFA Allowed Amount or Est. FMP	Local Match %	State Match %	Local Share \$ (of PSFA Allowed)	State Share \$ (of PSFA Allowed)	Allowed Waivers*	Adjusted Local Share	Adjusted State Share
Alamogordo	2014	1,151,114	\$ 0.10	\$ 115,111	\$ 82,805	\$ 82,805	34%	66%	\$ 28,154	\$ 54,651	\$ -	\$ 28,154	\$ 54,651
Dora	2014	103,542	\$ 0.37	\$ 38,311	\$ 34,388	\$ 34,388	35%	65%	\$ 12,036	\$ 22,352	\$ -	\$ 12,036	\$ 22,352
Espanola	2017	804,503	\$ 0.10	\$ 99,127	\$ 55,914	\$ 55,914	38%	62%	\$ 21,247	\$ 34,667	\$ -	\$ 21,247	\$ 34,667
Eunice	2014	275,192	\$ 0.21	\$ 57,790	\$ 34,275	\$ 34,275	90%	10%	\$ 30,847	\$ 3,427	\$ -	\$ 30,847	\$ 3,427
Floyd	2014	94,941	\$ 0.37	\$ 35,128	\$ 34,830	\$ 34,830	23%	77%	\$ 8,011	\$ 26,819	\$ -	\$ 8,011	\$ 26,819
Fort Sumner	Expired	124,702	\$ 0.21	\$ 26,187	\$ 26,104	\$ 26,104	57%	43%	\$ 14,879	\$ 11,225	\$ 14,879	\$ -	\$ 26,104
Hagerman*	2014	149,474	\$ 0.21	\$ 31,390	\$ 30,005	\$ 30,005	21%	79%	\$ 6,301	\$ 23,704	\$ 6,301	\$ -	\$ 30,005
Hatch	2013	351,390	\$ 0.13	\$ 45,681	\$ 38,000	\$ 38,000	14%	86%	\$ 5,320	\$ 32,680	\$ -	\$ 5,320	\$ 32,680
Hondo*	Expired	56,830	\$ 0.37	\$ 21,027	\$ 20,967	\$ 20,967	61%	39%	\$ 12,790	\$ 8,177	\$ 12,790	\$ -	\$ 20,967

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL (PSCOC)
2013-2014 Facility Master Plan Assistance Awards
December 3, 2013

District	FMP Expiration Date	GSF (from FAD)	Allowable Cost/GSF	PSFA Allowed Amount	District Estimated FMP Cost	PSFA Allowed Amount or Est. FMP	Local Match %	State Match %	Local Share \$ (of PSFA Allowed)	State Share \$ (of PSFA Allowed)	Allowed Waivers*	Adjusted Local Share	Adjusted State Share
Jemez Valley	2014	173,938	\$ 0.21	\$ 36,527	\$ 35,695	\$ 35,695	48%	52%	\$ 17,134	\$ 18,561	\$ -	\$ 17,134	\$ 18,561
Lordsburg*	2013	211,295	\$ 0.21	\$ 44,372	\$ 37,356	\$ 37,356	65%	35%	\$ 24,281	\$ 13,075	\$ 24,281	\$ 0	\$ 37,356
Los Alamos	2013	673,540	\$ 0.13	\$ 87,560	\$ 86,311	\$ 86,311	60%	40%	\$ 51,787	\$ 34,524	\$ -	\$ 51,787	\$ 34,524
Magdalena	Expired	143,306	\$ 0.21	\$ 30,094	\$ 29,835	\$ 29,835	24%	76%	\$ 7,160	\$ 22,675	\$ -	\$ 7,160	\$ 22,675
Maxwell*	Expired	53,822	\$ 0.37	\$ 19,914	\$ 19,815	\$ 19,815	45%	55%	\$ 8,917	\$ 10,898	\$ 7,467	\$ 1,450	\$ 18,365
Melrose	2013	113,040	\$ 0.37	\$ 41,825	\$ 39,385	\$ 39,385	36%	64%	\$ 14,179	\$ 25,206	\$ -	\$ 14,179	\$ 25,206
Mosquero*	Expired	43,500	\$ 0.37	\$ 16,095	\$ 20,661	\$ 16,095	90%	10%	\$ 14,486	\$ 1,610	\$ 14,486	\$ -	\$ 16,096
Roy*	2013	51,400	\$ 0.37	\$ 19,018	\$ 18,958	\$ 18,958	61%	39%	\$ 11,564	\$ 7,394	\$ 10,564	\$ 1,000	\$ 17,958
State Charter (Los Lunas) School of Dreams	Expired	21,106	\$ 0.37	\$ 7,809	\$ 23,500	\$ 23,500	24%	76%	\$ 5,640	\$ 17,860	\$ -	\$ 5,640	\$ 17,860
Wagon Mound*	2013	64,713	\$ 0.37	\$ 23,944	\$ 23,862	\$ 23,862	90%	10%	\$ 21,476	\$ 2,386	\$ 20,476	\$ 1,000	\$ 22,862
TOTAL	19			\$ 796,911	\$ 692,666	\$ 688,100			\$ 316,208	\$ 371,892	\$ 111,244	\$ 204,964	\$ 483,136

* Final approval of waivers is conditional upon PSFA staff evaluation of local share reduction request, including verification of the district's Statement of Financial Position and certification that no other funds are available



VII. AMS SUBCOMMITTEE REPORT

- A. PSFA FY14 Budget Projection & Budget Adjustment Request (BAR)*
- B. PSCOC FY2013 Annual Report*
- C. PSCOOTF Bill Drafts (Systems, Waiver/Share Reduction, Ed Tech)

Item No. VII. A.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** PSFA FY14 Budget Projection & Potential Budget Adjustment Request (BAR)
- III. Name of Presenter(s):** Jeff Eaton, Director of Business Operations

IV. Proposed Motion:

Council approval of the Administration, Maintenance & Standards Subcommittee recommendation to approve a budget adjustment request (BAR) transferring \$59,197.36 from Category 400 (Other Costs) to Category 300 (Contractual Services) to procure legal services to draft rules for use of PSCOC Standardized Lease documents and to procure software development services for the web-based PSCOC standards-based award application.

V. Executive Summary:

A BAR is needed due to insufficient budget capacity in the Contracts category.

PSFA was directed by the PSCOC to develop standardized lease documents. While the standardized lease is in draft format and the PSCOC has not yet determined a policy direction for requiring their use, staff recommends that official rules be drafted and adopted to formalize definitions when and if they are incorporated into required use pursuant to the PSCOC Lease Assistance Program.

The PSCOC's web-based application is over eight years old, is no longer supported by the vendor and is in need of re-tooling. A new application will not be ready for the 2014-15 awards cycle but PSFA requests development begin as soon as possible so adequate development time and testing can be performed well in advance of the 2015-2016 awards cycle.

Due to the short window of time until the next award cycle, the moratorium of BARs at DFA during the legislative session, and the time to draft rules and get feedback from PSCOC and public comment periods, it is recommended that a BAR be submitted this fiscal year and prior to the legislative session.

**State of New Mexico
Public School Facilities Authority**



Robert A. Gorrell, Director
Tim Berry, Deputy Director

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MEMORANDUM

November 15, 2013

To: Robert Gorrell, Director

From: Jeffrey Eaton, Director of Business Operations

Re: Potential Budget Adjustment Request (BAR)

As of October 23, 2013 Uncommitted balances in category 300 (Contractual Services) is \$15,172.69. The PSFA needs to procure the services of a software engineer, an attorney and increase the contract for the attorney currently under contract (David Gorman, Esq.).

The software engineer services are needed to begin the development of the web-based application for standards-based awards. The preferred vendors' cost estimate is \$37,797.36.

The attorney services are needed to assist in the drafting PSCOC rules for incorporating the use of standardized leases in the PSCOC lease assistance program. The contract amount is estimated to be \$21,400.00

The increase in the contract for David Gorman, Esq. is to restore funding for an invoice billed and paid for legal services in the amount of \$2,604.38 on the Cleveland High School mediation; these costs should have been paid out of the project budget.

The combined cost of these three items is \$59,197.36. Category 300 (Contractual Services) would need to be increased \$44,024.67 in order to accommodate the existing and these three potential contracts.

Attached is the FY14 Budget Projections (11/13/13) projects end-of-year surplus in Category 400 of \$168,405.00. I recommend a category transfer BAR from Category 400 to Category 300 for \$59,197.36 be proposed to the AMS subcommittee to move forward in procuring services for software development and rule drafting.

FY-14 PROFESSIONAL SERVICES - Account Code 535200			
Vendor	Manager/Owner	PO Amount	NOTES
E/S3 Consultants, Inc.	Andre	\$ 25,401.00	HVAC & Controls Design Guidelines; PAC Requests for Proposals; PAC Program Update Training for RMs, PAC Program Manual Edits
	Totals	\$ 25,401.00	

OTHER SERVICES - Account Code 535300			
Vendor	Manager/Owner	PO Amount	NOTES
All American Moving Service	Toni	\$ 1,000.00	Storage for Planning BoxesPO5433
Hughes & Associates	Martica	\$ 4,970.00	Comparing PSFA Fire Scoping documents to the Fire Code
Innovative Moving Solutions	Tim/Jeff	\$ 3,210.00	Furniture Storage & Trailer Rental
International Computer Corporation	Jeff/Mike	\$ 5,430.19	E-Rate Consultation Services
Preventive Pest Control	Barbara	\$ 642.00	Santa Fe Office Pest Control
Riley, Barbara	Harold	\$ 5,517.56	Edit FY-14 Annual Report
Tidy Corp	Barbara	\$ 2,596.56	Santa Fe Office Cleaning
	Totals	\$ 23,366.31	

AUDIT SERVICES - Account Code 535400			
Vendor	Manager/Owner	PO Amount	NOTES
Ricci & Company	Jeff/Jerry	\$ 13,910.00	
	Totals	\$ 13,910.00	

ATTORNEY SERVICES - Account Code 535500			
Vendor	Manager/Owner	PO Amount	NOTES
Hunt & Davis, PC	Tim/Bob/Jeff	\$ 48,150.00	Legal Services Charter Leases
Sheehan & Sheehan, PA	Jeff	\$ 16,050.00	Legal Services PSFA General Matters
Attorney (rules for standard lease)	Jeff		POTENTIAL NEED FOR BAR
	Totals	\$ 64,200.00	

IT SERVICES - Account Code 535600			
Vendor	Manager/Owner	PO Amount	NOTES
Infinet (Bryce Ingalls)	Mike	\$ 37,450.00	
PSCOC Application Development	Mike		POTENTIAL NEED FOR BAR
	Totals	\$ 37,450.00	
ACCOUNT 300s ONLY	Grand Total	\$ 164,327.31	

94000 Public School Facilities Authority
P940 Public School Facilities Authority
BUDGET PROJECTIONS



FY14

Based on Single-Year CAFR Budget Status Report by Pcode dated 11/13/13

Prepared by:	<i>Casandra Cano, Selena Romero</i>
Phone:	<i>(505) 843-6272</i>
Date:	<i>Wednesday, November 13, 2013</i>

CATEGORY TOTALS

94000 Public School Facilities Authority
Based on Single-Year CAFR Budget Status Report by Pcode dated 11/13/13
P940 Public School Facilities Authority

11/15/13
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FY14

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		A	B	C	D	E	F	G	H	I	J
		FY13	FY14	FY14	FY14	FY14	FY14	FY14	FY14	FY14	FY14
DESCRIPTION	CATEGORY	PRIOR YR ACTUAL EXPENSES	ORIGINAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	EXPENDED YEAR TO DATE ¹	ENCUMBRANCES YEAR TO DATE ¹	TOTAL OBLIGATIONS	UNOBLIGATED BALANCE	PROJECTED EXPENDITURES TO YEAR END ²	BALANCE AVAILABLE
Personal Services & Employee Benefits	200	3,635,174	3,974,600	0	3,974,600	1,260,375	0	1,260,375	2,714,225	2,561,923	152,301
Contractual Services	300	418,185	179,500	0	179,500	42,086	122,241	164,327	15,173	0	15,173
Other Operating Costs	400	1,173,747	1,439,900	0	1,439,900	558,541	301,241	859,781	580,119	411,714	168,405
Other Financing Uses	500	0	0	0	0	0	0	0	0	0	0
TOTAL		5,227,106	5,594,000	0	5,594,000	1,861,002	423,482	2,284,484	3,309,516	2,973,637	335,879

¹ These amounts must tie to the SHARE report - Single-Year CAFR Budget Status Report By Pcode. Please attach SHARE report.

² Agencies must provide a detailed justification by object code of assumptions used for projecting planned expenditures through year end. This should include detailed salary projections (see tab Salary) that State Budget Division can use to verify the agency methodology used in the projection calculations.

NOTES:

Prepared by: Casandra Cano, Selena Rom
Phone: (505) 843-6272
Date: #####

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CHARTFIELD	DESCRIPTION	SHARE CHART FIELD	PRIOR YR ACTUAL EXPENSES	ORIGINAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	EXPENDED YEAR TO DATE¹	ENCUMBRANCES YEAR TO DATE¹	TOTAL OBLIGATIONS	UNOBLIGATED BALANCE	PROJECTED EXPENDITURES TO YEAR END²	BALANCE AVAILABLE
	Exempt Perm Pos-F/T-P/T	520100	2,630,237.00	2,979,400.00		2,979,400.00	860,594.91	0.00	860,594.91	2,118,805.09	1,797,084.88	321,720.21
	Term Positions	520200	0.00	0.00		0.00	0.00	0.00	0.00	0.00	14,400.00	(14,400.00)
	Classified Permanent F/T	520300	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Classified Permanent P/T	520400	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Temp Positions F/T- P/T	520500	38,058.00	0.00		0.00	12,732.00	0.00	12,732.00	(12,732.00)	0.00	(12,732.00)
	Paid Unused Sck Leave	520600	8,692.77	1,000.00		1,000.00	8,626.42	0.00	8,626.42	(7,626.42)	0.00	(7,626.42)
	Overtime & Othr Prem. Pay	520700	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Annual/Comp Paid Separ	520800	8,233.75	0.00		0.00	35,997.35	0.00	35,997.35	(35,997.35)	0.00	(35,997.35)
	Differential Pay	520900	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Group Insurance Prem.	521100	297,102.06	307,500.00		307,500.00	112,103.22	0.00	112,103.22	195,396.78	242,051.95	(46,655.17)
	Retirement Contributions	521200	395,727.99	388,000.00		388,000.00	142,010.93	0.00	142,010.93	245,989.07	300,525.34	(54,536.27)
	FICA	521300	194,799.44	227,800.00		227,800.00	66,139.96	0.00	66,139.96	161,660.04	138,578.59	23,081.45
	Wkrs Comp Assessment	521400	422.04	500.00		500.00	158.70	0.00	158.70	341.30	460.00	(118.70)
	GSD Wkrs Comp Premium	521401	3,438.18	5,600.00		5,600.00	0.00	0.00	0.00	5,600.00	27,400.00	(21,800.00)
	Unemployment Comp. Pre.	521500	74.97	100.00		100.00	100.00	0.00	100.00	0.00	100.00	(100.00)
	Employee Liability Ins. Pre.	521600	5,906.07	4,700.00		4,700.00	4,700.00	0.00	4,700.00	0.00	4,700.00	(4,700.00)
	Retiree Health Care Contr.	521700	52,481.66	59,600.00		59,600.00	17,211.73	0.00	17,211.73	42,388.27	36,229.70	6,158.57
	Othr Employee Benefits	521900	0.00	400.00		400.00	0.00	0.00	0.00	400.00	393.00	7.00
	Total Personal Services	200	3,635,173.93	3,974,600.00	0.00	3,974,600.00	1,260,375.22	0.00	1,260,375.22	2,714,224.78	2,561,923.46	152,301.32
	Medical Services	535100	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Professional Services	535200	46,237.08	107,100.00		107,100.00	8,967.53	16,433.47	25,401.00	81,699.00	0.00	81,699.00
	Other Services	535300	290,427.03	12,000.00		12,000.00	12,236.85	15,847.61	28,084.46	(16,084.46)	0.00	(16,084.46)
	Audit Services	535400	13,910.00	13,900.00		13,900.00	5,564.00	8,346.00	13,910.00	(10.00)	0.00	(10.00)
	Attorney Services	535500	30,257.79	1,500.00		1,500.00	5,454.59	58,745.41	64,200.00	(62,700.00)	0.00	(62,700.00)
	Information Technology Svc.	535600	37,353.19	45,000.00		45,000.00	9,863.06	22,868.79	32,731.85	12,268.15	45,000.00	(32,731.85)
	Total Contractual Services	300	418,185.09	179,500.00	0.00	179,500.00	42,086.03	122,241.28	164,327.31	15,172.69		15,172.69
	Empl. I/S Mileage & Fares	542100	2,242.39	3,000.00		3,000.00	1,260.20	0.00	1,260.20	1,739.80	696.11	1,043.69
	Empl. I/S Meals & Lodging	542200	16,510.00	47,000.00		47,000.00	6,182.87	0.00	6,182.87	40,817.13	16,931.09	23,886.04
	Board & Comm I/S Travel	542300	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Empl. Partial Day I/S Travel	542400	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transp -Fuel & Oil	542500	35,538.92	80,000.00		80,000.00	10,909.15	42,061.18	52,970.33	27,029.67	0.00	27,029.67
	Transp -Maint & Repair/Parts	542600	1,850.15	3,000.00		3,000.00	422.36	2,688.33	3,110.69	(110.69)	0.00	(110.69)
	Transp -Transp Insurance	542700	0.00	1,300.00		1,300.00	0.00	0.00	0.00	1,300.00	1,300.00	0.00
	State Transp. Pool Chrgs	542800	36,708.00	78,300.00		78,300.00	16,744.00	37,674.00	54,418.00	23,882.00	0.00	23,882.00
	Transp -Other Travel	542900	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Maint - Grounds & Roadways	543100	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Maint - Furn, Fix, Equip.	543200	14,384.55	10,000.00		10,000.00	1,851.84	25,939.46	27,791.30	(17,791.30)	0.00	(17,791.30)
	Maint -Buildings. & Structures	543300	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Maint -Property Insurance	543400	2,219.29	700.00		700.00	500.00	0.00	500.00	200.00	200.00	0.00
	Maint -Maint Supplies	543500	0.00	0.00		0.00	1,500.00	0.00	1,500.00	(1,500.00)	0.00	(1,500.00)
	Maint -Laundry/Dry Cleaning	543600	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

		A	B	C	D	E	F	G	H	I	J	
		FY13	FY14	FY14	FY14	FY14	FY14	FY14	FY14	FY14	FY14	
CHARTFIELD	DESCRIPTION	SHARE CHART FIELD	PRIOR YR ACTUAL EXPENSES	ORIGINAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	EXPENDED YEAR TO DATE¹	ENCUMBRANCES YEAR TO DATE¹	TOTAL OBLIGATIONS	UNOBLIGATED BALANCE	PROJECTED EXPENDITURES TO YEAR END²	BALANCE AVAILABLE
	Maint-Maint. Services	543700	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Information Technology Maint	543820	8,085.77	6,800.00		6,800.00	14,006.86	297.08	14,303.94	(7,503.94)	0.00	(7,503.94)
	Other Maintenance	543900	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies-Inventory Exempt IT	544000	79,045.94	32,400.00		32,400.00	9,094.20	11.59	9,105.79	23,294.21	63,648.87	(40,354.66)
	Supplies- Office Supplies	544100	9,791.11	13,000.00		13,000.00	5,481.62	299.59	5,781.21	7,218.79	8,076.87	(858.08)
	Supplies- Med., Lab & Pers.	544200	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies- Drugs	544300	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies -Field Supplies	544400	1,341.85	1,100.00		1,100.00	75.28	0.00	75.28	1,024.72	1,424.72	(400.00)
	Supplies -Food	544500	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies -Kitchen Supplies	544600	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies-Clothing, Uniforms	544700	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies-Educ. and Rec.	544800	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Supplies-Invent. Exempt	544900	6,820.55	6,000.00		6,000.00	0.00	0.00	0.00	6,000.00	7,000.00	(1,000.00)
	Reporting & Recording	545600	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DOIT-ISD Services	545700	17,380.48	100.00		100.00	470.12	2,350.60	2,820.72	(2,720.72)	0.00	(2,720.72)
	DOIT-HCM Fee	545710	0.00	17,500.00		17,500.00	17,500.00	0.00	17,500.00	0.00	0.00	0.00
	Radio Communication Svcs.	545800	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DOIT Radio Communications	545801	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Printing & Photo Svcs.	545900	3,753.09	3,300.00		3,300.00	332.07	417.93	750.00	2,550.00	1,752.04	797.96
	Building Use Fee	546000	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Postage & Mail Services	546100	3,521.52	6,000.00		6,000.00	1,377.83	2,332.21	3,710.04	2,289.96	1,289.96	1,000.00
	Bond Premiums	546200	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Utilities	546300	1,697.34	0.00		0.00	(25.00)	0.00	(25.00)	25.00	0.00	25.00
	Utilities-Sewer/Garbage	546310	0.00	400.00		400.00	29.70	170.30	200.00	200.00	200.00	0.00
	Utilities-Electricity	546302	560.00	5,000.00		5,000.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00
	Utilities-Water	546303	505.07	700.00		700.00	100.27	499.73	600.00	100.00	100.00	0.00
	Utilities-Natural Gas	546304	0.00	1,500.00		1,500.00	0.00	0.00	0.00	1,500.00	1,500.00	0.00
	Utilities-Propane	546305	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Rent of Land & Buildings	546400	208,916.50	246,000.00		246,000.00	77,000.00	107,800.00	184,800.00	61,200.00	0.00	61,200.00
	Rent of Equipment	546500	1,842.20	0.00		0.00	367.94	2,632.06	3,000.00	(3,000.00)	0.00	(3,000.00)
	Communications	546600	100,503.29	115,000.00		115,000.00	(2,134.99)	72,651.85	70,516.86	44,483.14	33,765.93	10,717.21
	DOIT Telecommunications	546610	883.67	500.00		500.00	75.00	385.00	460.00	40.00	40.00	0.00
	Subscriptions & Dues	546700	28,907.74	12,000.00		12,000.00	2,227.70	154.05	2,381.75	9,618.25	22,618.25	(13,000.00)
	Employee Training & Educ.	546800	14,302.49	30,000.00		30,000.00	10,654.93	155.00	10,809.93	19,190.07	9,735.07	9,455.00
	Board Member Training	546801	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Advertising	546900	2,710.45	0.00		0.00	2,038.99	649.00	2,687.99	(2,687.99)	0.00	(2,687.99)
	Grants To Individuals	547200	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Care & Support	547300	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Grants To Organizations	547400	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

94000 Public School Facilities Authority
Based on Single-Year CAFR Budget Status Report by Pcode dated 11/13/13

11/15/13
04:05 PM

P940 Public School Facilities Authority

FY14

BUDGET_PROJECTIONS\Budget_Projections_11-13-13\FY14_Budget_Projections_11-13-13.xls\Detail

CHARTFIELD	DESCRIPTION	SHARE CHART FIELD	A	B	C	D	E	F	G	H	I	J
			FY13	FY14	FY14	FY14	FY14	FY14	FY14	FY14	FY14	FY14
			PRIOR YR ACTUAL EXPENSES	ORIGINAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	EXPENDED YEAR TO DATE ¹	ENCUMBRANCES YEAR TO DATE ¹	TOTAL OBLIGATIONS	UNOBLIGATED BALANCE	PROJECTED EXPENDITURES TO YEAR END ²	BALANCE AVAILABLE
Purchases for Resale		547500	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service - Principal		547700	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service - Interest		547800	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Expense		547900	5,069.76	43,300.00		43,300.00	1,020.01	1,242.95	2,262.96	41,037.04	420.30	40,616.74
Prior Year Expense		547999	7,503.61	0.00		0.00	13,646.25	0.00	13,646.25	(13,646.25)	0.00	(13,646.25)
Land		548100	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Furniture & Fixtures		548200	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Information Technology Equip.		548300	539,081.35	676,000.00		676,000.00	363,156.66	828.75	363,985.41	312,014.59	236,014.59	76,000.00
Other Equipment		548400	14,842.38	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Animals		548600	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Library & Museum Acquisitions		548700	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Automotive & Aircraft		548800	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
DOT-Railway Equipment		548801	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Spaceport Sys & Equipment		548802	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Buildings & Structures		548900	3,717.32	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Empl. O/S Mileage & Fares		549600	1,885.50	0.00		0.00	1,353.20	0.00	1,353.20	(1,353.20)	0.00	(1,353.20)
Empl. O/S Meals & Lodging		549700	1,624.70	0.00		0.00	1,321.60	0.00	1,321.60	(1,321.60)	0.00	(1,321.60)
Bd & Comm O/S Mile & Fares		549800	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bd & Comm O/S Meals & Ldg		549900	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Costs		400	1,173,746.98	1,439,900.00	0.00	1,439,900.00	558,540.66	301,240.66	859,781.32	580,118.68	411,713.81	168,404.87
Other Financing Uses		555100				0.00			0.00	0.00		0.00
Total Other Financing Uses		500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

¹ These amounts must tie to the SHARE report - Single-Year CAFR Budget Status Report By Pcode. Please attach SHARE report.

² Agencies must provide a detailed justification by object code of assumptions used for projecting planned expenditures through year end. This should include detailed salary projections (see tab Salary) that State Budget Division can use to verify the agency methodology used in the projection calculations.

NOTES:

Prepared by: *Cassandra Cano, Selena Romero*
 Phone: *(505) 843-6272*
 Date: *Wednesday, November 13, 2013*

94000 Public School Facilities Authority
Based on Single-Year CAFR Budget Status Report by Pcode dated 11/13/13
P940 Public School Facilities Authority
FY14

11/13/13
01:18 PM

POSITION NO.	FTE	CLASS	OBJ CODE	NAME	RANGE	ANNUAL SALARY @ 2080	HOURLY WAGE	REMAINING PAY HOURS FY14	REMAINING SALARY FY14	INSURANCE* Per Pay Period	REMAINING Insurance Costs	ANNIV INCREASE
00052890	1.00	Exempt	Build. Standards Spec.	Andre Larroque	24	70,972	34.121	1360	46,404.56	330.32	5,615.44	
00053013	1.00	Exempt	Administrative Assistant I	Antonia Lozano	18	43,062	20.703	1360	28,156.08	40.45	687.65	
00052779	1.00	Exempt	Secretary I	Barbara Valdez	14	41,028	19.725	1360	26,826.00	381.24	6,481.08	
00052978	1.00	Exempt	Regional Manager I	Brian Stephens	18	50,482	24.270	1360	33,007.20	441.79	7,510.43	
00052627	1.00	Exempt	Financial Auditor I	Cassandra Cano	22	62,658	30.124	1360	40,968.64	151.00	2,567.00	
00052861	1.00	Exempt	Information Sys Manager	Christopher Aguilar	28	65,158	31.326	1360	42,603.36	374.82	6,371.94	
00052974	1.00	Exempt	Maintenance Specialist	Christopher Trujillo	22	60,609	29.139	1360	39,629.04	378.96	6,442.32	
00052651	1.00	Exempt	Regional Manager II	Damon Armstrong	20	50,987	24.513	1360	33,337.68	507.95	8,635.15	
00052659	1.00	Exempt	Regional Manager II	Dennis Schneider	20	51,189	24.610	1360	33,469.60	3.28	55.76	
00053016	1.00	Exempt	Regional Manager I	Earl Franks	18	50,985	24.512	1360	33,336.32	173.42	2,948.14	
00052826	1.00	Exempt	Administrator II	Shatona Martin	24	67,677	32.537	1200	39,044.40	129.71	1,945.65	
00053014	1.00	Exempt	Financial Specialist	Gerald Pertner	18	46,750	22.476	1360	30,567.36	382.10	6,495.70	
00053050	1.00	Exempt	Maintenance Specialist	Glenn Ballard	22	65,158	31.326	1360	42,603.36	129.35	2,198.95	
00052886	1.00	Exempt	Technical Coordinator	Harold Caba	18	49,602	23.847	1360	32,431.92	504.15	8,570.55	
00052660	1.00	Exempt	Regional Manager II	Irina Ivashkova	20	63,812	30.679	1360	41,723.44	286.71	4,874.07	
00052625	1.00	Exempt	Director of Fin. & Admin.	Advertised	30	83,200	40.000	1200	48,000.00	378.96	5,684.40	
00052665	1.00	Exempt	Regional Manager I	Jeremy Jerge	20	50,482	24.270	1360	33,007.20	171.81	2,920.77	
00053052	1.00	Exempt	Special Projects Coord. II	John Valdez	26	66,770	32.101	1360	43,657.36	286.06	4,863.02	
00053015	1.00	Exempt	Regional Manager I	Jorge Au III	18	50,987	24.513	1360	33,337.68	441.03	7,497.51	
00052746	1.00	Exempt	Secretary I	Juanita Anaya	14	30,462	14.645	1360	19,917.20	504.63	8,578.71	
00052645	1.00	Exempt	Regional Manager II	Karl Sitzberger	20	63,812	30.679	1360	41,723.44	327.37	5,565.29	
00052668	1.00	Exempt	Regional Manager II	Kelly Jernigan	20	50,985	24.512	1360	33,336.32	150.58	2,559.86	
00052889	1.00	Exempt	Maintenance Specialist	Larry Tillotson	22	60,609	29.139	1360	39,629.04	26.40	448.80	
00052635	1.00	Exempt	Administrative Assistant II	Lena Archuleta	12	48,531	23.332	1360	31,731.52	381.62	6,487.54	
00052827	1.00	Exempt	Maintenance Manager	Les Martinez	24	72,835	35.017	1360	47,623.12	284.12	4,830.04	
00052891	1.00	Exempt	Planning & Design Manager	Martica Casias	24	75,410	36.255	1360	49,306.80	432.72	7,356.24	
00052638	1.00	Exempt	Regional Manager III	Michael Kearney	22	69,613	33.468	1360	45,516.48	286.06	4,863.02	
00052796	1.00	Exempt	Information Sys Manager	Michael Norero	18	71,675	34.459	1360	46,864.24	378.60	6,436.20	
00052976	1.00	Exempt	Regional Manager II	Natalie Diaz	20	51,309	24.668	1360	33,548.48	400.10	6,801.70	
00052664	1.00	Exempt	Financial Specialist	Norma Ahlskog	18	46,750	22.476	1360	30,567.36	246.56	4,191.52	
00052644	1.00	Exempt	Regional Manager II	Ovidiu Viorica	20	63,812	30.679	1360	41,723.44	2.30	39.10	
00052754	1.00	Exempt	CIMS Trainer	Pamela Delgado	18	48,065	23.108	1360	31,426.88	172.29	2,928.93	
00052628	1.00	Exempt	Senior Regional Manager	Pat McMurray	28	86,877	41.768	1360	56,804.48	287.07	4,880.19	
00052759	1.00	Exempt	Facility Analyst	Vacant	22	56,430	27.130	1200	32,556.00	334.59	5,018.85	
00053053	1.00	Exempt	Value Engineer	Rico Volpato	24	69,613	33.468	1360	45,516.48	350.72	5,962.24	
00052626	1.00	Exempt	Executive Director	Robert A. Gorrell	36	111,542	53.626	1360	72,931.36	377.02	6,409.34	
00052649	1.00	Exempt	Regional Manager I	Vacant	20	50,482	24.270	1360	33,007.20	378.96	6,442.32	
00052663	1.00	Exempt	Regional Manager I	Vacant	20	46,532	22.371	1360	30,424.56	378.96	6,442.32	
00052823	1.00	Exempt	Human Resource Admin I	Selena Romero	20	71,675	34.459	1360	46,864.24	378.96	6,442.32	
00052624	1.00	Exempt	Deputy Director	Tim Berry	32	97,456	46.854	1360	63,721.44	378.96	6,442.32	
00052667	1.00	Exempt	Information Sys Manager	Advertised	28	74,880	36.000	1200	43,200.00	287.07	4,306.05	
00052629	1.00	Exempt	Regional Manager I	Travis Coker	18	50,482	24.270	1360	33,007.20	441.79	7,510.43	
00052936	1.00	Exempt	Information Sys Specialist	Wayne Clough	24	47,470	22.822	1360	31,037.92	382.10	6,495.70	
00052860	1.00	Exempt	Special Projects Coord. II	William Sprick	26	74,348	35.744	1360	48,611.84	129.71	2,205.07	
00052862	1.00	Exempt	Communications Specialist	Vacant	18	45,993	22.112	0	0.00	0.00	0.00	
00052975	1.00	Exempt	Administrative Assistant II	Cassandra Jones	20	45,937	22.085	1200	26,502.00	0.00	0.00	
00052636	1.00	Exempt	Project Technician	Vacant	22	46,532	22.371	0	0.00	0.00	0.00	
00052642	1.00	Exempt	Regional Manager I	Troy Levesque	18	46,532	22.371	1360	30,424.56	400.00	6,800.00	
00053051	1.00	Exempt	Director of Business Ops.	Jeff Eaton	22	86,316	41.498	1360	56,437.28	378.96	6,442.32	
00052818	1.00	Exempt	Regional Manager I	Jim Hill	18	46,532	22.371	1360	30,424.56	400.00	6,800.00	
		Term	Student Intern	Andrew Martinez	18	24,960	12.000	600	7,200.00	0.00	0.00	
		Term	Student Intern	Jeffrey McCurdy	18	24,960	12.000	600	7,200.00	0.00	0.00	
		Term	Student Intern	Vacant	18	24,960	12.000	0	0.00	0.00	0.00	
Totals	50.00					3,075,944			1,890,896.64	14,371.33	242,051.95	0.00

* = lump sum inc

Iget_Projections_11-13-13\FY14_Budget_Projections_11-13-13.xls\Salary Projection

PERSONAL SERVICES & BENEFITS SUMMARY		
FY14		
OBJ CDE	DESCRIPTION	TOTAL SALARY
520100	Exempt Perm Pos-F/T-P/T	1,797,084.88
520200	Term Positions	14,400.00
520300	Classified Permanent F/T	0.00
520400	Classified Permanent P/T	0.00
520500	Temp Positions F/T- P/T	0.00
520600	Paid Unused Sick Leave	
520700	Overtime & Othr Prem. Pay	
520800	Annual/Comp Paid Separ	
520900	Differential Pay	
Total Personal Services		1,811,484.88
521100	Group Insurance Prem.	242,051.95
521200	Retirement Contributions	300,525.34
521300	FICA	138,578.59
521400	Wkrs Comp Assessment	460.00
521401	GSD Wkrs Comp Premium	27,400.00
521500	Unemployment Comp. Pre.	100.00
521600	Employee Liability Ins. Pre.	4,700.00
521700	Retiree Health Care Contr.	36,229.70
521900	Othr Employee Benefits	393.00
Total Benefits		750,438.58
Total Personal Services and Employee Benefits		2,561,923.46

SUMMARY Notes:
FICA not paid on salaries over \$87,900 per year

NOTES:

Prepared by: *Cassandra Cano, Selena Romero*
 Phone: (505) 843-6272
 Date: Wednesday, November 13, 2013

Account	Description	FY11 Expended	FY12 Expended	FY13 Expended	3-YEAR AVERAGE Expended	FY14 Estimate Proj. Expenditures	Projections based upon 3 year average of expenditures unless otherwise noted
520100 Exempt Perm Pos-F/T-P/T		2,746,627.92	2,746,627.92	2,630,237.00	2,707,830.95	0.00	See Salary Projections Tab
520500 Term Positions		35,623.96	45,529.08	38,058.00	39,737.01	0.00	See Salary Projections Tab
520600 Paid Unused Sick Leave		4,235.85	5,633.70	8,692.77	6,187.44	0.00	See Salary Projections Tab
520800 Annl & Comp Paid		21,779.49	16,672.49	8,233.75	15,561.91	0.00	See Salary Projections Tab
521100 Group Insurance Prem.		289,569.00	308,990.54	297,102.06	298,553.87	0.00	See Salary Projections Tab
521200 Retirement Contributions		395,218.21	361,853.36	395,727.99	384,266.52	0.00	See Salary Projections Tab
521300 F I C A		200,220.11	204,207.88	194,799.44	199,742.48	0.00	See Salary Projections Tab
521400 Workers Comp Assessment		0.00	284.06	422.04	235.37	0.00	See Salary Projections Tab
521401 GSD Work Comp Premium		3,165.00	3,550.70	3,438.18	3,384.63	0.00	See Salary Projections Tab
521500 Unemployment Comp. Pre.		16,830.00	74.97	74.97	5,659.98	0.00	See Salary Projections Tab
521600 Employee Liability Ins. Pre.		5,374.00	5,906.00	5,906.07	5,728.69	0.00	See Salary Projections Tab
521700 Retiree Health Care Contr.		43,409.57	49,535.29	52,481.66	48,475.51	0.00	See Salary Projections Tab
521900 Other Employee Benefits		450.84	62.10	0.00	170.98	0.00	See Salary Projections Tab
200 PERSONAL SERVICES		3,762,503.95	3,748,928.09	3,635,173.93	3,715,535.32	0.00	
Account	Description	Expended	Expended	Expended	Expended	Proj. Expenditures	
535200 Professional Services		38,988.46	77,423.84	46,237.08	54,216.46	0.00	See Contractual Services Tab
535300 Other Services		56,239.41	11,808.37	290,427.03	119,491.60	0.00	See Contractual Services Tab
535400 Audit Services		9,967.05	9,967.05	13,910.00	11,281.37	0.00	See Contractual Services Tab
535500 Attorney Services		8,062.75	1,202.47	30,257.79	13,174.34	0.00	See Contractual Services Tab
535600 IT Services		42,132.23	43,199.91	37,353.19	40,895.11	0.00	See Contractual Services Tab
300 CONTRACTUAL SERVICES		155,389.90	143,601.64	418,185.09	239,058.88	0.00	
Account	Description	Expended	Expended	Expended	Expended	Proj. Expenditures	
400 OTHER		0.00	0.00	0.00	0.00	0.00	
542100 Employee I/S Mileage & Fares		1,779.88	1,846.65	2,242.39	1,956.31	1,956.31	
542200 Employee I/S Meals & Lodging		27,855.74	24,976.15	16,510.00	23,113.96	23,113.96	
542500 Transp - Fuel & Oil		39,519.85	44,393.89	35,538.92	39,817.55	39,817.55	
542600 Transp - Maint & Repair/Parts		3,280.73	1,650.77	1,850.15	2,260.55	2,260.55	
542700 Transp - Insurance		0.00	0.00	0.00	0.00	1,300.00	Per GSD Rates
542800 State Transp Pool Charges		86,347.27	30,590.00	36,708.00	51,215.09	37,000.00	Using FY13 expenditure amount based on reduced leases
542900 Transp - Other Travel		24,333.25	1,210.13	0.00	8,514.46	0.00	
543200 Maint - Furn, Fix, Equip		11,056.32	14,905.28	14,384.55	13,448.72	13,448.72	
543300 Maint - Buildings & Structures		0.00	0.00	0.00	0.00	0.00	
543400 Maint - Property Insurance		600.00	2,219.00	2,219.29	1,679.43	700.00	Per GSD Rates
543820 Maint - Information Technology		884.00	567.21	8,085.77	3,178.99	8,000.00	Using FY13 expenditure amount based on need
544000 Supplies - Inventory Exempt IT		33,826.65	105,391.38	79,045.94	72,754.66	72,754.66	
544100 Supplies - Office Supplies		13,639.17	18,143.97	9,791.11	13,858.08	13,858.08	
544400 Supplies - Field Supplies		0.00	161.70	1,341.85	501.18	1,500.00	Increased based on anticipated new hires (Field Assessors)
544900 Supplies - Inventory Exempt		191.95	573.57	6,820.55	2,528.69	7,000.00	Using FY13 expenditure amount based on need
545700 DOIT-ISD Services		0.00	0.00	0.00	0.00	100.00	Per DOIT Rates
545710 DOIT-HCM Fee		11,805.48	12,500.00	15,500.00	13,268.49	17,500.00	Per DOIT Rates
545900 Printing & Photo Services		1,974.79	1,778.23	3,753.09	2,502.04	2,502.04	
546100 Postage & Mail Services		6,221.05	9,477.20	3,521.52	6,406.59	5,000.00	Reduced based on utilization of e-Builder (reduction in mailing of contract documents)
546300 Utilities		0.00	473.61	1,697.34	723.65	1,900.00	Using budgeted amounts
546330 Utilities - Electricity		0.00	0.00	560.00	186.67	5,000.00	Using budgeted amounts
546330 Utilities - Water		0.00	99.80	505.07	201.62	700.00	Using budgeted amounts
546400 Rent Of Land & Buildings		286,063.60	287,307.67	208,916.50	260,762.59	184,800.00	Based on actual leases
546500 Rent Of Equipment		1,767.93	2,685.44	1,842.20	2,098.52	2,098.52	
546600 Communications		100,805.59	111,539.50	100,503.29	104,282.79	104,282.79	
546601 DOIT Telecommunications		498.78	460.98	883.67	614.48	500.00	Per DOIT Rates
546700 Subscriptions & Dues		15,921.44	15,306.00	28,907.74	20,045.06	25,000.00	Increased based on new hires and professional affiliations which support employee education/job requirements
546800 Employee Training & Educ.		34,821.90	12,510.62	14,302.49	20,545.00	20,545.00	
546900 Advertising		4,023.26	716.54	2,710.45	2,483.42	2,483.42	
547900 Miscellaneous Expense		923.31	2,056.72	5,069.76	2,683.26	2,683.26	
547999 Prior Year Expense		20,478.08	12,173.42	7,503.61	13,385.04	0.00	No budgeting for prior year expenses
548200 Furniture & Fixtures		0.00	0.00	0.00	0.00	0.00	
548300 Information Technology Equip.		569,151.75	1,122,260.86	539,081.35	743,497.99	600,000.00	Using FY13 expenditure amount based on reduced contract costs
548400 Other Equipment		0.00	0.00	14,842.38	4,947.46	0.00	
548700 Library & Museum		0.00	0.00	0.00	0.00	0.00	
548800 Automotive & Aircraft		164,710.00	0.00	0.00	54,903.33	0.00	
548900 Buildings & Structures		0.00	11,371.59	3,717.32	5,029.64	0.00	
549600 Employee O/S Mile & Fares		25.45	434.80	1,885.50	781.92	781.92	
549700 Employee O/S Meal & Ldg		266.61	863.64	1,624.70	918.32	918.32	
400 OTHER		1,462,773.83	1,850,646.32	1,171,866.50	1,495,095.55	1,199,505.10	
		Expended	Expended	Expended	Expended		
Appr Unit Total		5,380,667.68	5,743,176.05	5,225,225.52	5,449,689.75		

Jeff Eaton

From: Mike Norero
Sent: Friday, November 15, 2013 2:46 PM
To: Jeff Eaton
Cc: Mike Norero
Subject: PSCOC Web Application
Attachments: Sabio Systems - SOW NMPSFA - revised 11-14-13.pdf; TEKsystems - PSCOC Website Scope of Work-Revised 11-15.pdf; Vendor Summary.xlsx

Jeff,

Here is the summary and supporting documentation for the vendor selection of the web application for PSCOC Standards-Based Application

-Mike

BAR Request

Web Application for PSCOC Standards-Based Applications

Vendor	Responded	Hours to Complete	\$ per Hour	Total Cost
Sabio Systems Inc.	Yes	432	\$81.77	\$35,324.64
TEKsystems Inc.	Yes	600	\$74.00	\$44,400.00
POD Inc.	No			

* 6/30/2014 project completion date

Mike Norero

Acting Chief Information Officer
 IT Business Process Manager
 State of New Mexico - Public School Facilities Authority
mnorero@nmpsfa.org
 Cell: 505-400-3080
 Main Office: 505-843-6272
 Direct Line: 505-468-0292



Statement of Work

Prepared For

**New Mexico Public School Facility Authority
(NMPSFA)**

**PSCOC (Public School Capital Outlay Council)
Standards-Based Application Software Project
(Revised)**

DOCUMENT HISTORY AND DISTRIBUTION

1. Revision History

Revision #	Revision Date	Description of Change	Author
1.0	October 9, 2013	Initial Draft	K. Gray
1.1	November 14, 2013	Revision (reduced scope) Draft	K. Gray

2. Distribution

Recipient Name	Recipient Organization	Distribution Method
M. Norero	NMPSFA	Email
N. Truyol	Sabio Systems	Email
K. Gray	Sabio Systems	Email
A. Kamminga	Sabio Systems	Email

Statement of Work

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Statement of Work

1. PROJECT OVERVIEW

NMPSFA requires a custom software application constructed to operate within internet browsers on Microsoft Windows desktops and notebooks; the custom application encompasses a user login system, user role management, two application forms, email interaction and reporting and archiving functions collectively known as the PSCOC System. The system will be utilized by District Representatives in assisting school districts with the “pre-app” and “full-app” submission process; districts use these forms and processes to request allocation of State funding for capital facilities improvements. Currently, this process is managed within extensive Microsoft Excel files and workbooks. NMPSFA has procured hardware systems and server software licensing.

- PSFA manages State capital construction funding for the benefit more than 125 school districts
- Each district requiring funds must first qualify using the “pre-app” process
- Each “pre-app” is ranked by need
- Successful “pre-app” candidates are subsequently invited to apply using the “full-app”
- A single “full-app” submission may comprise projects of multiple schools within that district

The client requires the system be built with a .NET technology (C#, VB, ASP), CSS and good use of the AJAX method used to refresh certain page elements without reloading an entire page. The system will be served over the internet by Windows IIS server and will use MS SQL Server technologies for data.

Workflows this application will support are as follows:

- The District Rep assists the school district with the “pre-app” and “full-app” process
- Regional Managers (13) validate the application meets requirements and is complete
- The Deputy Director approves “pre-apps” for review and subsequent invitation
- “Full-apps” are accepted by default
- “Full-Apps” are reviewed and judge by the Legal Counsel for Award
- Once awarded, the application is forwarded to the local district construction project team

The client requests a schedule of 120 days, budget constrained to **\$50,000.00** and scope as outlined in the deliverables and task list (Appendix A); product delivery should not exceed June 30, 2014.

NMPSFA has requested the first phase to include **Feasibility, Discovery and further Scope definition.**

Key Project Phases

- Initiation (Milestone 1 from Appendix A)
- Execution (Milestones 2 through 6 from Appendix A)
- Closeout (Milestone 7 from Appendix A)

Project Resources may work some of the time on-site and remotely; the project team will have systems support, functionality testing and QA and implementation support from NMPSFA staff.

Statement of Work

1.1 BACKGROUND
• A custom software application is required to support District Representatives in assisting NM school districts with the capital funding “pre-app” and “full-app” submission process • The project had been started in early 2012 but was unsuccessful; current funding levels constrain the timeline to between 4 and 5 calendar months; currently the PSCOC Application process is a laborious manual process using spreadsheets • Key stakeholders are NMPSFA District Representatives, Regional Managers and the Deputy Director, CIO and Business Analysts • Alternative solutions or implementation strategies evaluated included a LAMP (Linux+Apache+MySQL+PHP) approach which did not leverage prior investments in Microsoft Technologies • Proposed initial approach is as follows: 1. User+Access level table design should be put in place that can also link to a Master List 2. Admin screen that control and link Access Levels <-> users (<-> specific district codes) is a prerequisite 3. User login tie-ins with Active Directory 4. Feasibility, Discovery and further Scope definition
1.2 PURPOSE / OBJECTIVES
<i>(The key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.)</i>
TBD
1.3 ANTICIPATED BENEFITS
<i>(Describe what the organization will gain through completion of this project.)</i>
Automate and streamline the “pre-app” and “full-app” process supporting New Mexico Public School districts
1.4 SOFTWARE OR TECHNOLOGY PRODUCTS PROPOSED
<i>(A brief description of any new software or technology that will be deployed as part of the project.)</i>
.NET Technologies (C#) for the web presentation and business rules, SQL-Server for data; all technologies should be Microsoft to leverage prior investment in licensing
1.5 BUSINESS PROCESSES IMPACTED
<i>(Review major changes in the way business will be conducted once the project is complete (if any).)</i>

Statement of Work

- The District Rep assists the school district with the “pre-app” and “full-app” process
- Regional Managers (13) validate the application meets requirements and is complete
- The Deputy Director approves “pre-apps” for review and subsequent invitation
- “Full-apps” are accepted by default
- “Full-Apps” are reviewed and judge by the Legal Counsel for Award
- Once awarded, the application is forwarded to local district project teams for fulfillment

1.6 CUSTOMERS / END USERS IMPACTED

(Identify the specific individuals or groups whose work will be most affected during and after the project's execution.)

- District Representatives, Regional Managers and the Deputy Director

2. DETAILED SCOPE

(The Detailed Scope includes a list of the specific requirements that the IT project must satisfy. It also includes a listing of the deliverables that will be generated by the Project Team, as well as those deliverables that are specifically excluded from the scope.) [Enter text in clear boxes provided.]

2.1 REQUIREMENTS

(List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. In the Appendix, attach a complete listing of these requirements (i.e., Requirements Document) or reference the file path for shared access to an electronic copy of this document.)

TBD

2.2 DELIVERABLES INCLUDED IN SCOPE

(List all deliverables referenced in the Project Schedule and provide a brief description of the related acceptance criteria for each. Provide a copy of the completed Log as an Appendix to this document. Do not list project deliverables here.)

[X] Deliverables Log available as an Appendix

2.3 DELIVERABLES NOT INCLUDED IN SCOPE

(In the table below, list the deliverables that have been specifically excluded from this project.)

Statement of Work

DELIVERABLE	COMMENT (OPTIONAL)
TBA	

3. PROJECT SCHEDULE

[] Schedule is available as an Appendix

3.1 PROJECT SCHEDULE	
MILESTONE OR MAJOR PROJECT DELIVERABLE	PLANNED COMPLETION DATE
User Login System	Mar 2014
Email & Workflow Reporting Systems	Apr 2014
District "Pre-App" Interface	Apr 2014
District "App" Interface	May 2014
Reporting & Archiving System	June 2014
Training & Documentation	June 2014
Go-live	June 30, 2014
Maintenance & Support (Post go-Live) – 16 hours total	July 2014

Statement of Work

4. PROJECT BUDGET

4.1 BUDGET COST DETAIL		
<i>(Enter total budget hours and costs for the project in Section 4.1. Provide a copy of the Project Budget as an Appendix to this document.)</i>		
	HOURS	COSTS
Project Management (PM3)	~96	\$ 9,120.00 (\$95.00/hr)
MS-SQL Server DBE/DBA (SE3)	~160	\$ 11,880.00 (\$74.35/hr)
Developer / Architect (SE3)	~160	\$ 13,076.80 (\$81.73/hr)
Maintenance & Support (SE3)	8 (DBA)	\$ 594.00 (\$74.35/hr)
	8 (Dev)	\$ 653.84 (\$81.73/hr)
TOTAL HOURS / IMPLEMENTATION COST	432	\$ 35,324.64 (\$81.77/hr Avg.)

5. RISK ASSESSMENT

(Review the completed Risk Watch List. Provide a copy as an Appendix to this document and/or reference the file path for shared access to an electronic copy of this document.)

☒ Risk Assessment is available as an Appendix

6. APPROVALS

(Agency Sponsor approval indicates acceptance of the project's detailed scope, schedule and budget. Agency Chief Financial Officer approval affirms that project funding information is correct and that the available budget is sufficient. Approval by the agency Chief Information Officer and agency Chief Technology Officer affirms that the agency will provide resources required to meet these terms.)

6.1 APPROVALS			
PROJECT ROLE	NAME	SIGNATURE	DATE
Sponsor	Mike Norero		
Sabio Systems Program Manager	Kerry Gray		

Statement of Work

APPENDIX - SUPPORTING DOCUMENTS

(Create each of the documents listed below as supporting information to this Statement of Work. DO NOT insert these documents into this SOW. Provide electronic versions of each of these documents together with this SOW.)

DETAILED SCOPE	Provide a copy of the <i>Requirements Document</i> for the project and / or reference the file path for shared access to an electronic copy of these documents.
PROJECT SCHEDULE	Provide a copy of the <i>Project Schedule</i> and / or reference the file path for shared access to an electronic copy of this document.
PROJECT BUDGET	Provide a copy of the <i>Project Budget</i> and / or reference the file path for shared access to an electronic copy of this document.
RISK ASSESSMENT MATRIX	Provide a copy of the <i>Risk Watch List</i> and / or reference the file path for shared access to an electronic copy of this document.

Scope of Work: PSCOC Project

Project Manager: Chip Babb, Michael Norero

Deadline: June 30, 2014

Scope of Work

Scope Statement
The PSCOC website and database will allow NM school districts to apply for funding of various construction projects. Applicants will use the website to verify compliance with all aspects of the application process and give feedback as to the status of the application process.
Deliverables
1) ASP.NET C# Web application for data entry, approval and retrieval of applications for capital expenditure of funds by NM school districts 2) SQL Server 2008 R2 database backend for storage, retrieval and reporting of application information submitted on the website.
Assumptions
1) Windows Server 2012 machine available for hosting website and/or database 2) SQL Server 2008 R2 licensed and installed. 3) Development workstation with Visual Studio 2012 installed 4) Separate Development, QA and Production environments

Milestones

ID	Milestone	Estimated Hours	Start Date	Completion Date
MS1	Requirements agreed upon and documented	40	2/17/2014	2/24/2014
MS2	SQL database designed and created	80	2/25/2014	3/7/2014
MS3	Website storyboard and Use Cases established	80	3/10/2014	3/21/2014
MS4	Web forms designed and created	160	3/24/2014	4/18/2014
MS5	SQL Server backend stored procedures	80	4/21/2014	5/02/2014
MS6	PSCOC application QA testing	80	5/5/2014	5/16/2014
MS7	PSCOC web application online testing	80	5/19/2014	6/30/2014
	Estimated Hours:	600		

Cost

ID	Milestone	Estimated Hours	Cost + NMGR
MS1	Requirements agreed upon and documented	40	\$2,960
MS2	SQL database designed and created	80	\$5,920
MS3	Website storyboard and Use Cases established	80	\$5,920
MS4	Web forms designed and created	160	\$11,840
MS5	SQL Server stored procedures created	80	\$5,920
MS6	Complete PSOC application QA & Testing	80	\$5,920
MS7	PSCOC web application online and functioning	80	\$5,920
	Estimated Hours:	600	\$44,400

Total cost of project including tax at 7.00%= \$47,508

Stakeholders

Stakeholder	Responsibility

Project Cost Estimates

Type	Description	Cost
Labor – Internal		
Labor – External		
Materials		
Hardware		
Software		
	Total	

Approvals

Project Manager: Michael Norero

Date: Click here to enter text.

Sponsor: Click here to enter text.

Date: Click here to enter text.



PUBLIC SCHOOL FACILITIES AUTH.

410 Don Gaspar Avenue
Santa Fe, NM 87505

Advice

State of New Mexico

Department of Finance & Administration

SHEEHAN & SHEEHAN PA
PO BOX 271
ALBUQUERQUE, NM 87103

Date	Payment Amount	Reference
Oct/16/2013	\$2,604.38	3000068221

NON-NEGOTIABLE

5737205756

Payment Date: 10/16/2013

Reference: 3000068221

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discounts	Late Charges	Paid Amount
39135	Sep/30/2013	00020483	2,604.38	0.00	0.00	2,604.38

Vendor Number

Name

Bank Charge

Transfer Cost Cd

0000047960

SHEEHAN & SHEEHAN PA

\$0.00

Reference

Date

Total Gross Amt

Total Discounts

Total Late Charges

Total Paid Amt

3000068221

Oct/16/2013

\$2,604.38

\$0.00

\$0.00

\$2,604.38



SHEEHAN & SHEEHAN, P.A.
Attorneys at Law | Est. 1954

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Federal I.D. #85-0294698

Public School Facilities Authority
Norma Ahlskog
1312 Basehart Road SE Suite 200
Albuquerque, New Mexico 87103

RECEIVED

OCT 07 2013

September 30, 2013
Account: 5381 12202
Invoice: 39135

RE: General Matters FYE 2014
PO Number 94000-0000005376

BY
PSFA/ABQ

DATE		DESCRIPTION	RATE	HOURS	AMOUNT
Sep-09-13	MCS	telephone call from Bob Gorrell regarding Cleveland High School mediation; review prior correspondence; telephone conference with Jim Rosel regarding potential conflict; prepare for telephone conference with Mike Menicucci regarding upcoming public works mediation; draft letter regarding waiver of potential conflict of interest; follow-up telephone conferences with counsel for New Mexico Public Schools Insurance Authority and National Roofing, Inc.; relay information to client regarding mediation information; draft follow-up e:mail to Bob Gorrell regarding mediation; discuss mediation with attorney David Gorman	\$200.00	3.60	720.00
Sep-10-13	MCS	review and respond to e:mail from Bob Gorrell regarding confirmation of alleged prior settlement negotiations	\$200.00	0.10	20.00
Sep-11-13	MCS	review and consider correspondence from attorney T. Keleher regarding pubic works mediation; forward same to attorney David Gorman and Bob Gorrell with discussion on pre-mediation information and coordination	\$200.00	0.70	140.00
Sep-12-13	DPG	confer with attorney Matthew Sanchez regarding background information on roof issue mediation	\$220.00	0.30	66.00
	MCS	review, consider and respond to e:mail from Bob Gorrell regarding pre-mediation meeting; discuss roof failure issues with attorney David Gorman;	\$200.00	0.70	140.00
Sep-13-13	DPG	provide background information on Sue Cleveland roof issue to attorney Matthew Sanchez	\$220.00	0.40	88.00
	MCS	review and consider e:mails from Bob Gorrell and attorney David Gorman regarding roof report and discussion over theory of roof failure	\$200.00	0.30	60.00
Sep-18-13	MCS	review and respond to update e:mail from Bob Gorrell regarding meeting with Architect	\$200.00	0.20	40.00
Sep-20-13	MCS	review and consider e:mails from Bob Gorrell and David Armstrong regarding pre-mediation meeting and	\$200.00	0.50	100.00

information related to roof damage issue; follow-up call to counsel for National Roofing, Inc. regarding receipt of key documents prior to mediation; follow-up e:mails and telephone calls with Bob Gorrell regarding pre-mediation meeting

Sep-23-13	MCS	prepare for client meeting with Bob Gorrell and David Armstrong	\$200.00	0.70	140.00
Sep-24-13	MCS	review Patterson report and develop attorney's notes regarding same; brief discussion with Bob Gorrell regarding attorney-client sensitive information at meeting; attend PSFA meeting with David Armstrong	\$200.00	4.10	820.00
Sep-30-13	MCS	review and respond to e:mail from Bob Gorrell regarding points of concern for mediation position statement	\$200.00	0.10	20.00
	MCS	review and analyze attorney notes and observations from meeting with Project architect and roof design consultant in advance of construction of mediation position statement for Sue Cleveland High School public works mediation; consider issues for upcoming public works mediation	\$200.00	0.40	80.00

Totals	\$2,434.00
7.0% New Mexico Gross Receipts Tax on Fees	170.38

Total Fees & Disbursements

Previous Balance	447.26
Previous Payments	447.26
Balance Now Due	\$2,604.38

OIC -
TAS
10/8/13



RECAPITULATION

TIMEKEEPER	TITLE	HOURLY RATE	HOURS	TOTAL
David P. Gorman	Partner	\$220.00	0.70	\$154.00
Matthew C. Sanchez	Associate	\$200.00	11.40	\$2,280.00

PAYMENT DETAILS

Sep-23-13	payment on account, Check No.: EFT	Public Schools Facilities Authority	376.64
Sep-26-13	payment on account, Check No.: EFT	Public Schools Facilities Authority	70.62
	Total Payments		\$447.26

Item No. VII. B.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: PSCOC FY2013 Annual Report

III. Name of Presenter(s): Robert Gorrell, Director.

IV. Proposed Motion:

Subcommittee motion to approve the printing of the PSCOC FY13 Annual Report subject to minor technical corrections and editing by staff.

V. Executive Summary:

PSCOC is required to make annual reports to the department of finance and administration, the governor, the legislative education study committee, the legislative finance committee and the legislature pursuant to 22-24-9(B)(11), NMSA, 1978.

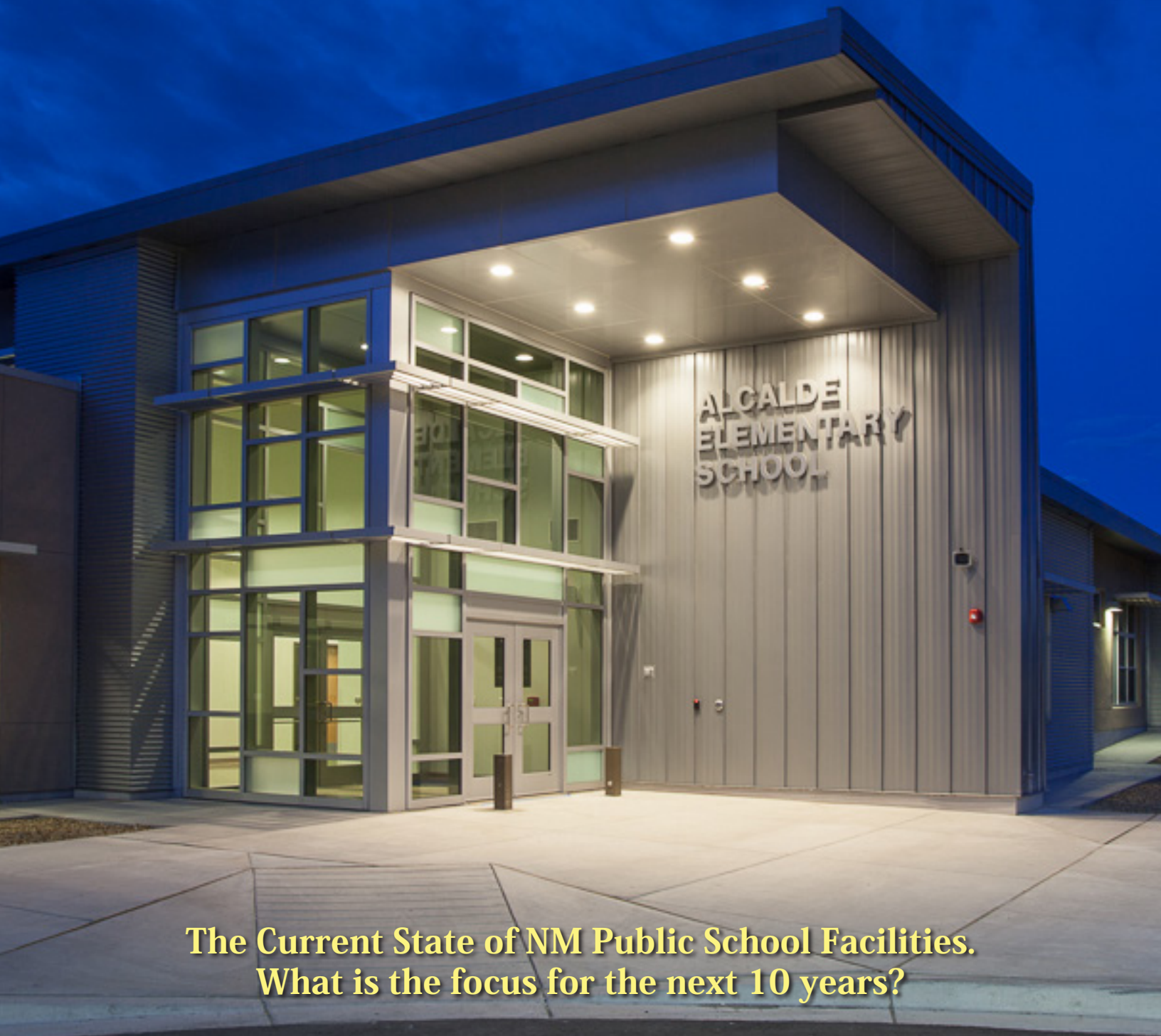
Printing of the annual report is tentatively scheduled as soon as the week of December 2, 2013, following PSCOC approval.

STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

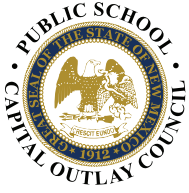
PUBLIC SCHOOL FACILITIES AUTHORITY

Fiscal Year 2013 Annual Report



**The Current State of NM Public School Facilities.
What is the focus for the next 10 years?**

State of New Mexico
Public School Capital Outlay Council
Public School Facilities Authority



PSCOC Chair

David Abbey, LFC

PSCOC Vice Chair

Gene Gant, PEC

PSCOC Members

Paul Aguilar, PED

Raul Burciaga, LCS

Tom Clifford, DFA

J. Dee Dennis, CID

Joe Guillen, NMSBA

Frances Maestas, LESC

Keith Gardner,
Governor's Office

PSFA Director

Robert Gorrell

PSFA Deputy Director

Tim Berry

Contact:

410 Don Gaspar Ave.
Santa Fe, NM 87501

(T) 505-988-5989

(F) 505-988-5933

www.nmpsfa.org

From the Chair

June 30, 2013



Why do we serve?

My experience of the excitement at the ribbon-cutting of the new Crownpoint Elementary School, standing with former legislators who attended the old school 40 years ago, and the additional excitement of kids from a disadvantaged area getting something great in their lives was a reminder that the work of the Legislature, the PSCOC and PSFA is to give all New Mexico students a chance to learn in well-designed, energy-efficient and sustainable schools.

Equally exciting was to go to Las Cruces to observe the Early College High School Program and to see the leadership between Las Cruces Public Schools and New Mexico State University dedicated to strengthening both institutions, especially when LCPS translated those lessons from the success of Arrowhead Park Early College High School to the new Centennial High School.

The rest of government is learning from PSFA on how to plan and phase capital projects. DFA Secretary Tom Clifford and his staff are working to take some of the best practices developed by PSFA and implement them in other areas of state funding. The goal is not a great building. It is learning. Legislators, agencies and school boards and administrators need to work together on better learning and completion outcomes.

Cordially,

David Abbey

NEW MEXICO PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL (PSCOC)

The PSCOC has been directed by the New Mexico Legislature to manage the allocation of state funding to public school facilities in New Mexico's 89 school districts. The PSCOC consists of nine Council members, including one each from the Governor's Office, the Department of Finance and Administration, the Public Education Commission, the Legislative Education Study Committee, the Public Education Department, the New Mexico School Boards Association, the Construction Industries Division, the Legislative Finance Committee, and the Legislative Council Service. The Public School Capital Outlay Act Section 22-24-5 (J) NMSA 1978 states, "No later than December 15 of each year, the Council shall prepare a report summarizing its activities during the previous fiscal year. The report shall describe in detail all projects funded, the progress of projects previously funded but not completed, the criteria used to prioritize and fund projects and all other council actions. The report shall be submitted to the Public Education Commission, the Governor, the Legislative Finance Committee, the Legislative Education Study Committee and the Legislature."

NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY (PSFA)

The PSFA has been assigned by the Legislature to operate as staff for the PSCOC: to assist school districts in the planning, construction and maintenance of their facilities; to assist in training district facility and maintenance staff; and to implement systems and processes that establish adequate public school facilities throughout New Mexico via efficient and prudent use of funds. The PSFA consists of administrative staff in Santa Fe and Albuquerque with field staff who live in the school district regions in which they work.

PSCOC and PSFA Contact Information

SANTA FE HEADQUARTERS:

410 Don Gaspar Avenue
Santa Fe, NM 87501-4468
Telephone: 505-988-5989
Facsimile: 505-988-5933

ALBUQUERQUE FIELD OFFICE:

1312 Basehart SE, Suite #200
Albuquerque, NM 87106-4365
Telephone: 505-843-6272
Facsimile: 505-843-9681

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Major New School Projects in FY13

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**FY13 Ben Lujan Maintenance
Achievement Awards**

*District Gold Award,
Farmington Municipal Schools*

Cover Photo:

Alcalde Middle School, Española Public Schools

Photography courtesy of mattophoto architectural photography & FBT Architects



A discussion with Public School Capital Outlay Oversight Taskforce (PSCOOTF), and Public School Capital Outlay Council (PSCOC) members on looking forward.



Representative Mimi Stewart

Chair, House Education
Committee

Going forward, I see the direction of capital outlay for our public schools shifting to reflect the steadily growing electronic requirements of the Public Education Department. Developing Adequacy Standards for hardware and software so school funding throughout the state is equitable is essential for the successful implementation of Common Core testing and Standards-Based Assessment mandated by the NM legislature. Because the gathering of this information affects every aspect of funding education by performance including

school rankings, teacher ratings and student graduation statistics, there must be a level-playing field across the state. Establishing a Common Core for curriculum will be meaningless without digital parity in every school.

At the same time, budgeting for hardware and software systems that must be upgraded regularly is going to require the work of many agencies and committees, including the resources of the NM Department of Information Technology. Fortunately, developing Adequacy Standards and implementing them for public school facilities has already been done successfully by PSFA. We are counting on their “Best Practices” to help shape responsible Adequacy Standards for the

digital needs of the state.

In the same way, bringing building systems into Adequacy Standards will accelerate a new cycle of upgrading systems to higher efficiency long before the building itself needs renewal. Referring to standards devel-

Developing Adequacy Standards for hardware and software...is essential

—Stewart

oped by USGBC (United States Green Building Council) such as LEED (Leadership in Energy and Environmental Design) and the DOE’s Energy Star, has resulted in incredible advancement in smart and sustainable building. A remarkable example is the Crown-

point Elementary School that opened this year. Because 20% of the entire population, students and adults, spend their days in these buildings, extending the life of our facilities is not only cost-effective, but most importantly—our students and teachers will have a physical environment with lighting, air-quality and design most conducive for optimum educational outcomes. ■



**Senator
Bill Soules**

Vice-Chair, Senate
Education Committee

I have the greatest admiration for the work that has been done to bring New Mexico's school facilities to adequacy standards in the last ten years by the Public School Facilities Authority with the Public Schools Capital Outlay Council and Public School Capital Outlay Oversight Task Force. Serving as Vice-chair of the Senate Education Committee and advisor to both the PSCOOTF and Legislative Education Study Committee, I would like to see New Mexico go forward in the

area of public school facilities with an eye to reduction in the size of schools that we build even up to considering building two high schools instead of a mega-campus.

So much research supports the academic advantage of smaller schools as well as the enhanced community-building a smaller school inspires. I find myself concerned about the effects of schools so big that students can be overlooked; that they just go to school, they are not "going" to their school. I would like to see future capital outlay for new schools go to construction of elementary schools with a capacity for 200-300 students and high schools of 800-1200 maximum. These new schools would be small enough for a sense of community and parent involvement, and yet large enough to support AP programs and other enrichment possibilities. The opportunity for every student to participate in extra-curricular activities that appeal to them has been recognized as a valuable way to build strength in academics, a key issue in NM education.

Another area in which I would like to see expansion is the ability for NM schools to prepare students for high-paying jobs that do not require them to go to college. Vocational programs developing mastery of rapidly changing technology in every field will require

So much research supports the academic advantage of smaller schools as well as the enhanced community-building... —Soules

facilities with special equipment and work areas, but this investment will see a change in the number of students who must leave the state to find work.

Building on vocational training offered in high school is an opportunity to create a skills-ready local work-force in nursing and health care, digital technology, solar and wind energy, aviation and culinary arts. Funding vocational programs in well-designed, energy-conscious facilities is a direct investment in the success of New Mexico's economy. ■



Leonard Haskie

Asst. Supt., Student Support Services
Gallup-McKinley County Schools

The evolution of PSFA is absolutely essential, as the state of many public school facilities in NM remain deplorable and unsafe. The statewide use of adequacy standards was pivotal, making a tremendous impact in identifying health and safety deficiencies. As technical research and consultation continued, new findings included the New Mexico Condition Index (NMCI) that provided a priority-funding formula. Several add-ons resulted in stabilization of the capital outlay program.

Several new legislative proposals have been introduced at the Task Force meetings. I am glad that technology education is one of them. The other is recognizing building systems separately from the condition of an entire campus. These two proposals have the potential to resolve some of the long-standing facility component deficiencies. Basically, with a minimum standard across the state, the cost of reliable and functional technology in a school

complex would be far less and more effective. A building system standard would work in the same way. Systems would be replaced or redesigned as a system, rather than with Bandaid repairs. Once the new design is implemented, the problem would be corrected, eliminating frustrations. I think the work that PSFA assumes on an annual basis is heavy and challenging. I am extremely proud to be part of a program that promotes safe and comfortable new school buildings. The voyage continues with progressive technology being instilled into new school facilities across the state of New Mexico. I cannot emphasize highly enough the importance of working together. I extend my congratulations to all New Mexicans as we embark into a new horizon with dedication and competence. ■



Joe Guillen

Executive Director,
New Mexico School Board Association

The New Mexico Public School Capital Outlay Program has come a long way in the last 10 years! The Program has met many chal-

lenges and has been tremendously successful in improving public school facilities for many of our students, teachers, administrators and staff.

The next 10 years will be equally as challenging. Limited resources, new teaching techniques and innovations, and greater demands for accountability at the local and state levels will undoubtedly influence public school facility policy decisions. New Mexico's school boards will continue to serve as lead advocates for new and improved school facilities and work hard to secure voter approval on school bond questions with assurances that maintenance of existing facilities is a priority, new facilities are planned and designed with a vision for the future and all transactions are transparent and appropriate.

With continued sound advice and guidance from the PSFA staff and policy guidance and funding from the PSCOC, we will continue to see more and more schools with a highly conducive learning environments throughout our great state. ■

PSFA LOOKING FORWARD

A brief overview from Bob Gorrell



Bob Gorrell

Director, NMPSFA

Using the Facilities Condition Index [FCI] as a measure, the state-wide average condition of schools in New Mexico has improved. FCI is the nationally accepted comparable facility condition metric and the improvement overall is heartening. Dropping from a 2001 average FCI of 71% (\$710 needed repairs for \$1000 replacement value) to 33% (\$330/\$1000) in 2013 is a great improvement, yet schools in New Mexico remain far from pristine.

Going into the future we must learn how to sustain what we have gained and even improve the conditions with fewer resources than we have enjoyed in the past. We have to plan more effectively, spend more efficiently, and make what we have last longer. Our success in bringing school facilities in New Mexico to measurable adequacy is also recognized nationally as providing an equitable means to prioritize projects. Yet with the

continuing reduction in local and state funding for capital projects, we will need new strategies to provide the best possible educational environment for our children and teachers in the coming years.

The deteriorating condition of school facilities is a national prob-

sons and with the ability to share complex information nationwide gives legislators, school boards and administrators tools to better plan expenses without jeopardizing safety, health or future funding.

There could be no better time to be making these new complex stra-

Our success in bringing school facilities in New Mexico to measurable adequacy is also recognized nationally as providing an equitable means to prioritize projects.

lem. In December 2012, the National Council on School Facilities in Washington DC set its goal to gather comparable facilities' information from every state to offer demonstrable best practices to policy makers. Gathering information in a way that allows useful compari-

tegic decisions. In 2013, we have the technology to assess and project scenarios that were only concepts ten years ago. Using tools such as the FCI and FMAR [Facility Maintenance Assessment Report], factors that were purely anecdotal can now can be charted and compared for



equitable allocation of resources extending the life of current facilities and systems.

In 2012, the Public School Capital Outlay Council began the process of long term change by enacting a constraint of square-footage to reduce present operating costs and future capital replacement expenditure.

In 2013, the PSCOC approved a budget to support statewide use of FMAR, a comparable measure of maintenance effectiveness. By the end of 2014, PSFA will report not only the current conditions of each school, but also how well the facility is being maintained. These comparable measures can be the basis for better understanding of facilities spending and foster decisions based on best practices needed for high-performing schools.

One area that has been backlit by the data of the last few years is the urgency to retool preventive maintenance practices. Having an accurate comparative assessment was an important development in supporting a three-part strategy that includes:

- **PLANNING**
(Preventive Maintenance Plans),
- **IMPLEMENTATION**
(Facility Information Management System),

- **OBSERVATION**
(Facilities Maintenance Assessment Report).

By definition, every day brings wear and tear to school facilities. Meeting that fact with a sustainable plan is simply good stewardship. Scheduling of regular maintenance using FIMS not only prevents failure by neglect, but also provides a more consistent way to budget for personnel and parts. FMAR measures maintenance effectiveness

challenges facing school districts including regulatory roadblocks and insufficient maintenance skill sets of available personnel.

Helping communities meet education needs with ever decreasing funds includes both effective long-range sustainable planning and preventive maintenance schedules that encourage responsible stewardship of school facilities. Deferred maintenance as a short-term protection of local operating budgets resulted

It took \$3.5 billion of state and local spending over eleven years to gain the modest but welcome “average” school condition of 35 percent FCI.

allowing leadership the data they need to make knowledgeable decisions and best prioritize resources. Deferred maintenance results in premature failure with remediation at a cost three times that of preventive maintenance. PSFA is dedicated to supporting communities and school districts to use every possible means to extend the lives of the buildings in their care. Implementation of maintenance plans has revealed a lack of awareness of its importance. There are also many other implementation

in the 71% FCI. It took \$3.5 billion of state and local spending over eleven years to gain the modest but welcome “average” school condition of 33% FCI. To bring all New Mexico public schools to the level that every parent and child, teacher and administrator would be proud to have in their community is doable, but a sea change is necessary in how to prioritize and define school facility spending. ■

MAJOR NEW SCHOOL PROJECTS IN FY13

Working closely with the Governor and the Legislature, the PSCOC awarded \$256.1 million during FY13 for 178 school construction, facilities, and facility planning needs in 48 school districts throughout NM.



Tibbetts Middle School



Missouri Avenue Elementary



Pecos Elementary



Colinas del Norte Elementary



W.D. Gattis Middle School



Monterrey Elementary



Lockwood Elementary



Cubero Elementary

New schools, or schools with major renovations, that entered into service in FY13

DISTRICT

SCHOOL

Clovis Municipal Schools Bella Vista ES
 Clovis Municipal Schools Lockwood ES
 Clovis Municipal Schools Marshall Junior HS
 Clovis Municipal Schools W.D. Gattis MS
 Española Public Schools Alcalde ES
 Farmington Municipal Schools Tibbetts MS
 Gadsden Independent Schools Berino ES
 Gallup-McKinley Schools Crownpoint ES
 Grants-Cibola County Schools Cubero ES

DISTRICT

SCHOOL

Las Cruces Public Schools University Hills ES
 Los Lunas Public Schools Los Lunas HS Phase I
 Rio Rancho Public Schools Colinas del Norte ES
 Rio Rancho Public Schools Vista Grande ES
 Roswell Independent Schools Missouri Avenue ES
 Roswell Independent Schools East Grand Plains ES
 Roswell Independent Schools Monterrey ES
 Roswell Independent Schools Pecos ES
 West Las Vegas Public Schools Union ES

Schools with roof awards in FY13

DISTRICT

SCHOOL

ABQ-State Charter La Promesa Early Learning Center
 Albuquerque-Charter Nuestros Valores Charter School
 Albuquerque-Charter Nuestros Valores Charter School
 Belen Gil Sanchez ES
 Belen Belen HS
 Bernalillo Bernalillo MS
 Bernalillo Placitas ES
 Central Kirtland Central HS
 Central Kirtland MS
 Española Chimayo ES
 Española Dixon ES
 Española Hernandez ES
 Española Española Valley HS
 Estancia Estancia Combine ES
 Floyd Floyd Combined School
 Gallup Thoreau HS
 Grants Los Alamos MS
 Grants Mesa View ES
 Hatch Rio Grande ES



W.D. Gattis Middle School and Dedication

Las Cruces Zia MS
 Los Lunas Manzano Vista MS
 Mesa Vista District Wide
 NMSD Albuquerque Preschool
 Peñasco Peñasco MS
 Peñasco Peñasco ES

ES=Elementary School MS=Middle School HS=High School

BEN LUJAN MAINTENANCE ACHIEVEMENT AWARDS

GOLD

(for significant progress)

**FARMINGTON
LOS LUNAS**

SILVER

(for continued development)

WAGON MOUND

BRONZE

(for beginning development)

ROSWELL

In FY13, the PSCOC and the PSFA awarded 49 Maintenance Achievement Awards to 14 school districts and 35 staffers who have demonstrated progress in developing effective maintenance management practices and programs.

Some Districts have made great strides towards better school building maintenance. Investments in preventive maintenance as a percentage of total maintenance expenditures is now at 20.81 percent—a 16.5 percent improvement over FY12.

HONORABLE MENTIONS

- NM School for the Deaf
- Gallup-McKinley
- Belen
- Los Alamos
- Gadsden

NEW PARTICIPANTS

- *GOLD*: Tucumcari
- *SILVER*: Elida
- *BRONZE*: Loving

MOST IMPROVED

- *MOST IMPROVED*: Mesa Vista
- *RUNNER UP*: Bernalillo

Mesa Vista Public Schools—Most Improved

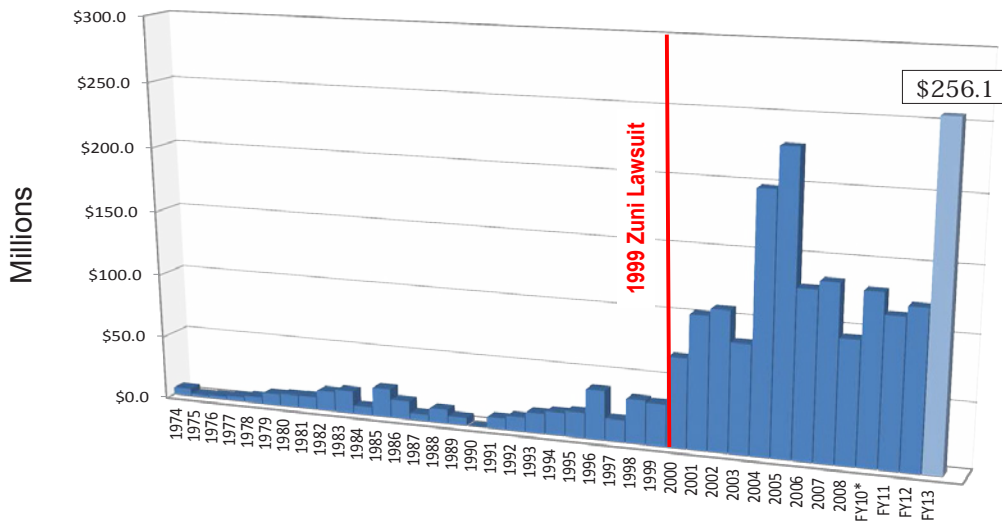


L to R: Representative Rick Miera, Supt. Tracie Phillips, and Bob Gorrell (PSFA)

INDIVIDUAL AWARDS recognition for skills and commitment

— BELEN- Florentino (Tino) Jiron	— LOVING- Henry Armendariz,	— POJOAQUE- John Valdez
— CENTRAL- Lorenzo Laphie	— LOVING- Cruz Ornelas	— POJOAQUE- Carlos Martinez
— CENTRAL- Tom Smith	— LOVING- Dennis Onsurez	— POJOAQUE- Ray Santos
— CENTRAL- Michael Moss	— LOVING- Rosa Onsurez	— ROSWELL- Darrel Evans
— ELIDA- Andy Jasso	— LOVING- Carlos Martinez	— TUCUMCARI- Steve Newman
— ELIDA- Custodial Team	— LOVING- Fausto Montes	— TUCUMCARI- Cody Ryen
— FT. SUMNER- Benny Segura	— LOVING- Arcadio Orona	— TUCUMCARI- Ted Lucero
— GADSDEN- Jimmy Carabajal	— NMSD- Gary Valencia	— TUCUMCARI- Darvan Strand
— LAS CRUCES- Ruben Amezola	— PEÑASCO- Annette Sanchez	— TUCUMCARI- Jesus Carrera
— LOS ALAMOS- Ted Galvez	— POJOAQUE- Jason Suazo	— TUCUMCARI- Joe Lopez
— LOS ALAMOS- H.S. Custodial Team	— POJOAQUE- Fred Vigil	— TUCUMCARI- Will Horton
— LOVING- Serrapio Parraz	— POJOAQUE- Robert Espinoza	

PSCOC Awards History 1975-2013



In FY13, standards-based capital outlay awards totaled \$256.1 million for 178 school construction project, facilities, and facility planning needs in 48 school districts**, an increase of 106 percent over FY12.

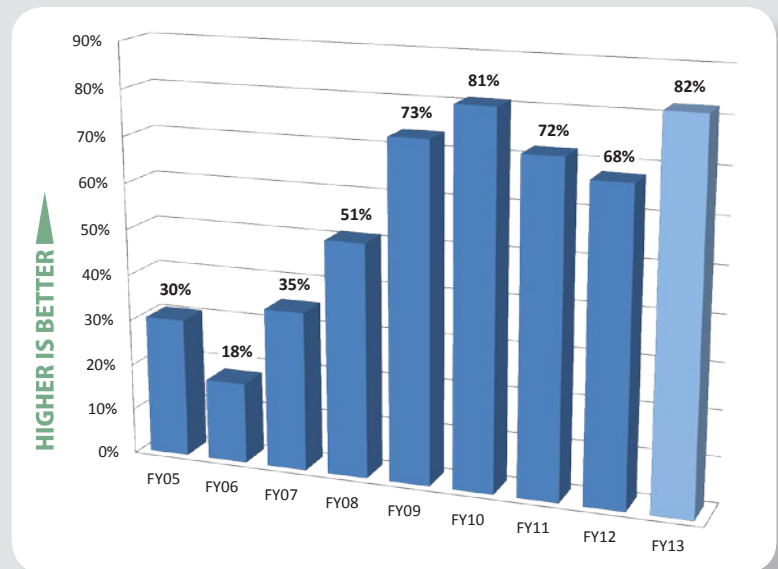
*Crossover reporting to fiscal year basis. FY10 includes (\$12,166,179—the first six months of CY09 or 1/2 FY09 "Out of Cycle" Awards).

**State Chartered Charter schools not included

Percent of Award Dollars Under Contract From Time of Award

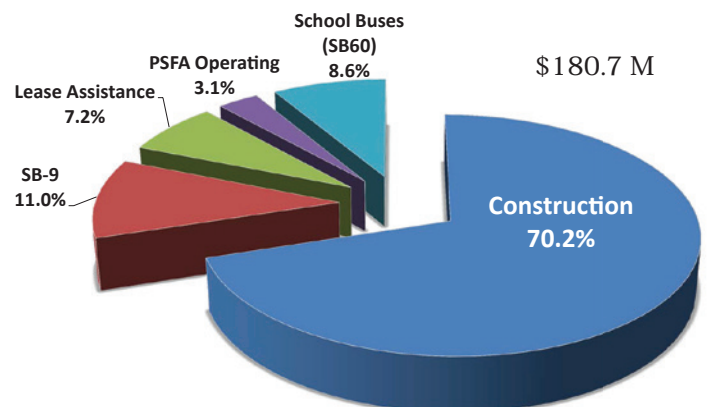
The PSCOC practices "just-in-time" (JIT) funding, with 82 percent of project funds under contract within 15 months from date of award—a 14 point improvement over FY12.

PSCOC's innovative two-phase funding system is designed to reduce construction costs while completing projects in a timely manner.



Supplemental Severance Tax Bond (SSTB) Uses by PSCOC in FY13

Since 1999, SSTB proceeds have been the principal source of funding for the various programs administered by the PSCOC, including the initial Deficiencies Correction Program and the current standards-based capital outlay process. The SSTB as a source was enacted as a result of the Zuni Lawsuit. The PSCOC programs funded annually are: SB-9 (11 percent—a state guarantee for capital asset purchases, facility maintenance and construction), Lease Assistance (7.2 percent—primarily used by charter schools), and Public School Construction (70.2 percent). PSFA's operating budget and school buses (SB60) were also funded from SSTBs.



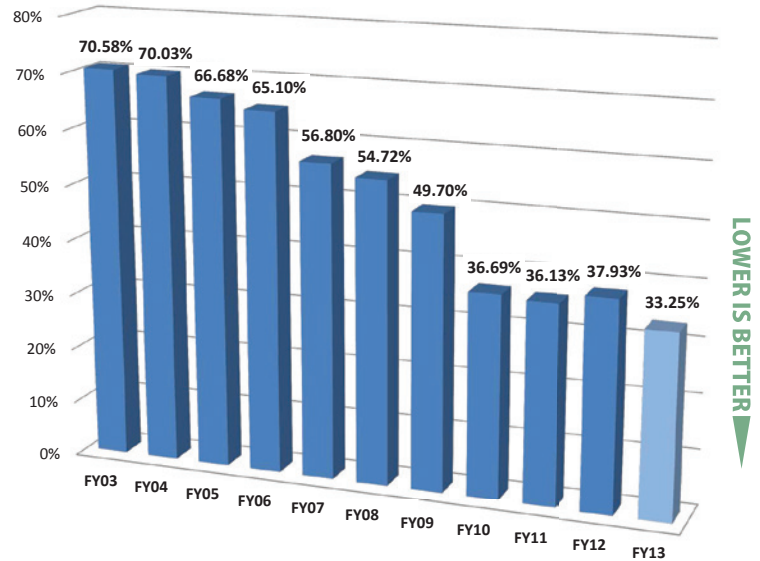
FINANCIAL AND OPERATIONAL DATA

New Mexico Average Facilities Condition Index (FCI)* for School Buildings

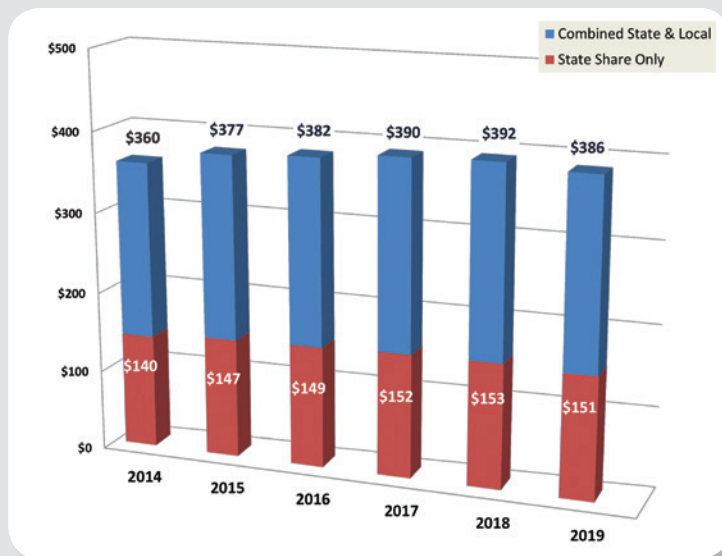
A key performance measure for public school building condition is the average facilities condition index (FCI). FCI has improved by 53 percent since 2003.

FCI indicates the level of repair needed for a facility. If a building costs \$100,000 and has an FCI of 37 percent, that building needs \$37,000 in repairs. Despite significant progress, school facilities in New Mexico remain in less than ideal condition.

* FCI = brick and mortar facility condition only.



Funds Required to Maintain the Current FCI



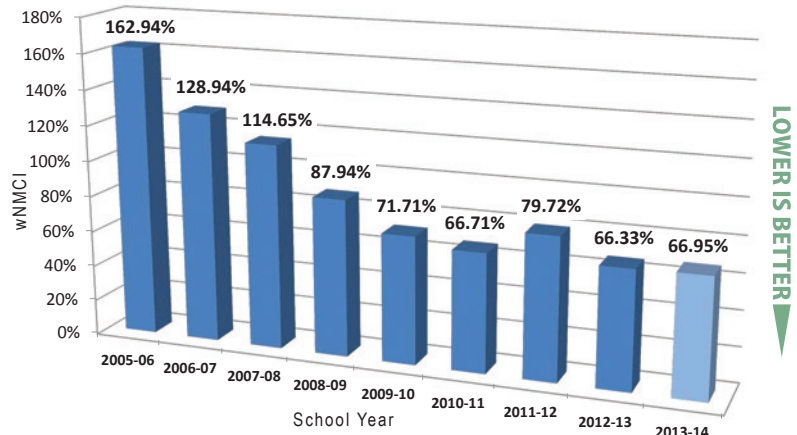
To maintain the current FCI over the next six years, an average of \$381 million annually would need to be invested in school facilities. State funding currently represents 39% of school construction, so funds from the state share needs require an average of \$149 million per annum over the next six years.

At lower funding levels, degradation exceeds renovation/repair and facilities start to decline. Funding by school districts is anticipated to remain at 61 percent of the total.

Average Weighted New Mexico Condition Index (wNMCI)** for Top 30 Schools on Ranked List

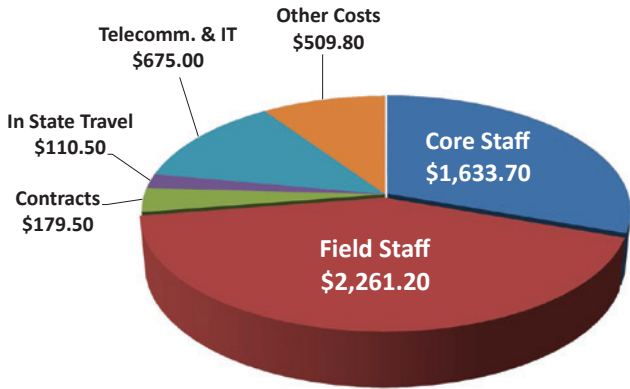
The wNMCI is a measure not just of the physical condition of the school but also of whether the physical environment meets the educational needs of the students. Like with FCI, the figure reflects the cost of repair or replacement compared with the value of the building; however, it includes the cost of repairs and the cost of improvements to meet educational needs (the addition of a science lab, for example) weighted for the urgency of the need for repair or improvement. Also like FCI, the assessment is expressed as a percentage and a lower number reflects a building in better condition.

** wNMCI = FCI + facility's ability to support educational functions.



FINANCIAL AND OPERATIONAL DATA

PSFA Operational Uses of Funds (Dollars 000's)



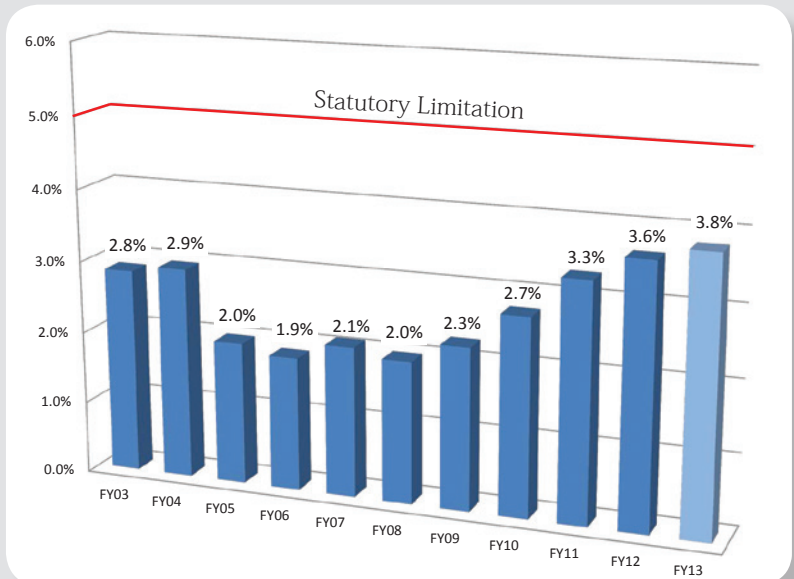
The PSFA's largest line-item cost is the specialized staff based throughout the state who assist in management of school district facility needs and training of district staff (budgeted amounts, not actual expenditures).

TOTAL FY13 PSFA Operating Budget: \$5.4 Million

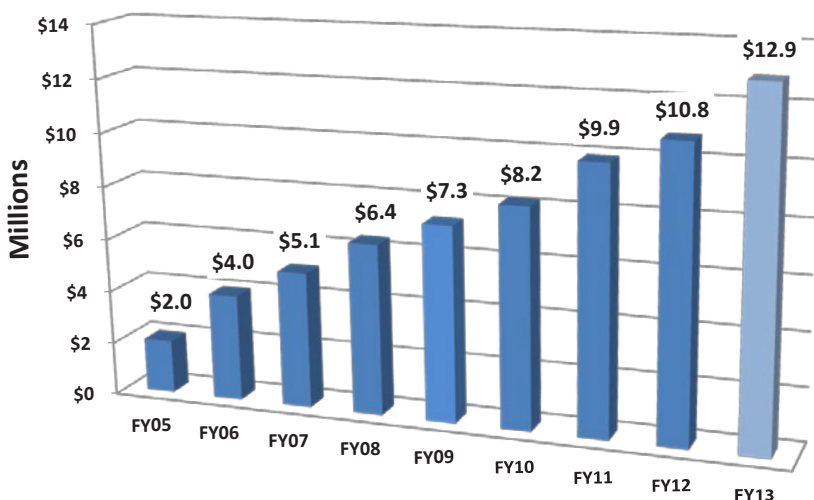
PSFA Operational Budget as a Percent of Annual Capital Outlay Awards

PSFA's current budget of 3.8 percent is well below the statutory limit of five percent.

Public School Capital Outlay Act Section 22-24-4 NMSA: (1) states, "the total annual expenditures from the fund for the core administrative functions pursuant to this subsection shall not exceed five percent of the average annual grant assistance authorized from the fund during the three previous fiscal years."



Lease Payment Assistance Awards for Charters and Public Schools

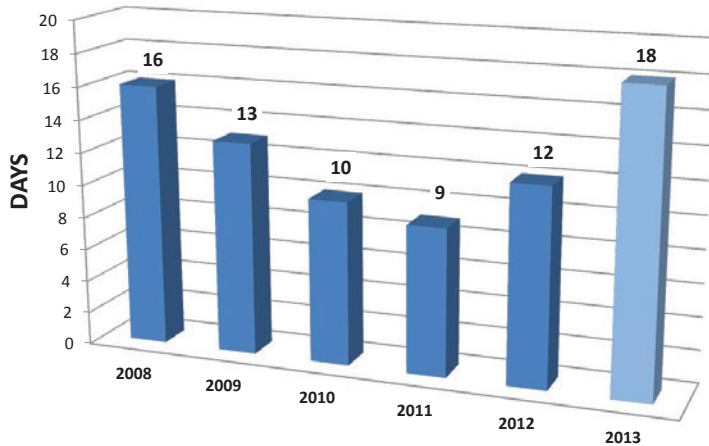


In FY13, the PSCOC awarded \$12.9 million for lease assistance to 92 charters and 6 public schools in 21 districts. Lease payment assistance has increased 19.4 percent from FY12 (a total of 545 percent since FY05).

The NM legislature has mandated that all charter schools be in publicly owned buildings by FY15.

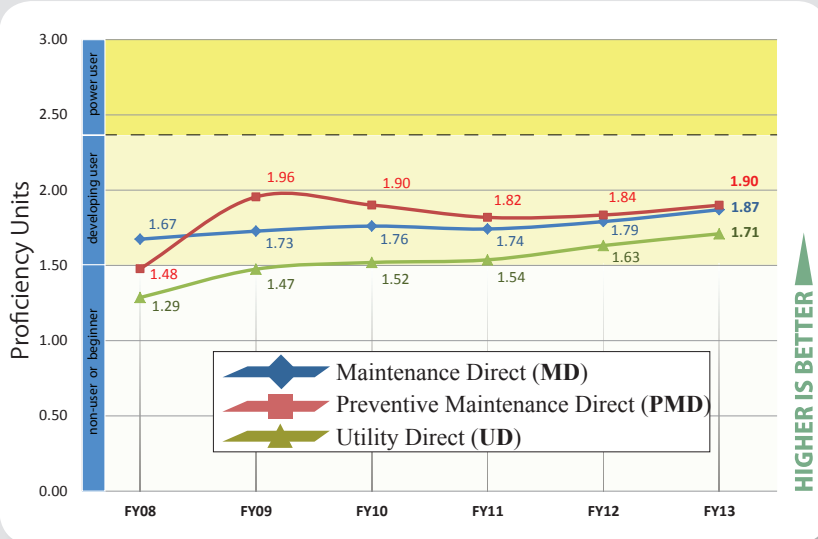
FINANCIAL AND OPERATIONAL DATA

Plan Review Processing Time



The PSFA's unique rapid Plan Review process allows school construction projects to qualify for building permits more quickly. By maintaining project schedules and avoiding delays, state and district costs can be lowered substantially. Currently, plan review processing time for FY13 is 18 days.

School District Facility Information Management System (FIMS) Proficiency Progression



School district proficiency in all three components of the New Mexico FIMS continues to improve steadily. Statewide FIMS users on average are “developing users”:

The work order system:

MD users = 1.87

Preventive Maintenance work order scheduling module:

UD users = 1.71

Utility cost and usage collection module:

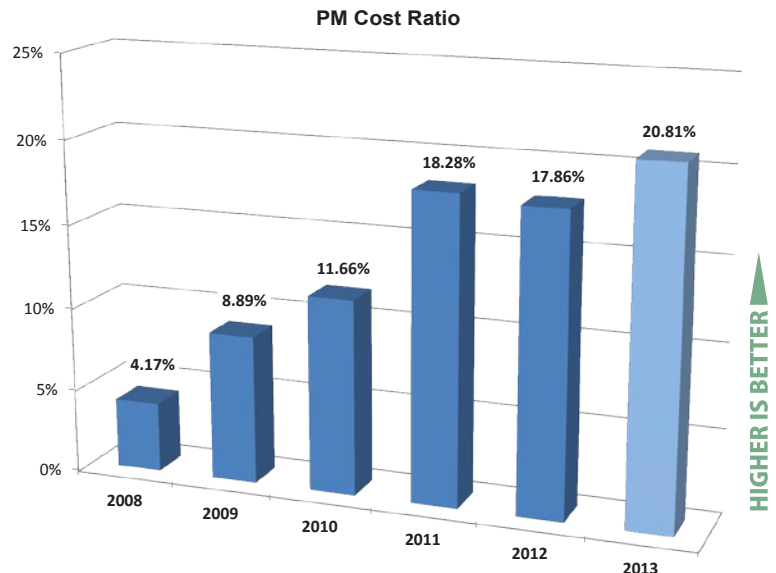
PMD users = 1.90

District Preventive Maintenance (PM) as a Percent of Total Maintenance Expenditures

School district investments in preventive maintenance as a percent of total maintenance expenditures is now at 20.81 percent—a 16.5 percent increase over 2012.

*Studies indicate that every \$1 invested in preventive building maintenance can eliminate up to \$3 in maintenance expenditures overall.

*SOURCE: FIMS GLOBAL DATA



FMAR REPORT

Measuring maintenance effectiveness is essential to responsible planning and budgeting strategies for New Mexico's public schools. Developing and testing the Facility Maintenance Assessment Report (FMAR) statewide for over three years PSFA has evaluated a sample of more than 507 school facilities with wake-up call results.

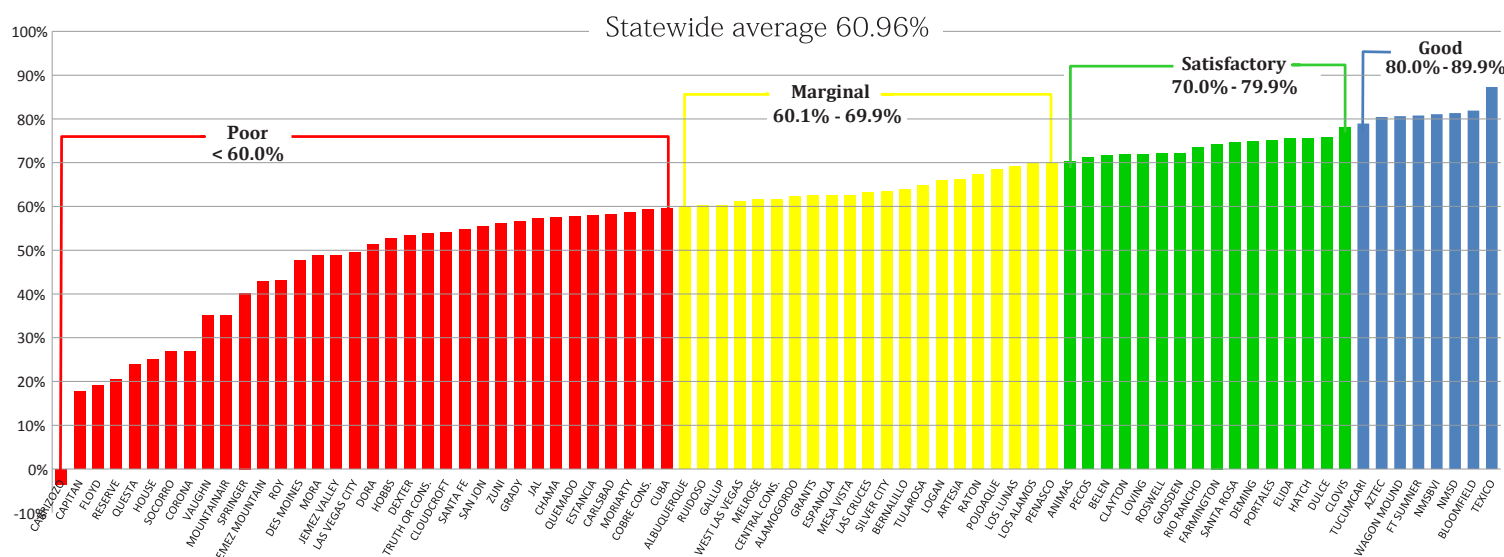
The New Mexico statewide average FMAR rating is currently 60.96 percent, the minimum for a **Marginal** rating. Only 25 districts ranked in either the **Satisfactory** and **Good** (the highest) range. Going forward, remediation of deferred maintenance will require much more funding as buildings and systems wear out earlier than necessary. Only a serious, ongoing effort to improve public school maintenance will protect the state and districts' investment in school facilities for the estimated 40 to 50-year life cycle of a school building.

PSFA estimates that an FMAR increase of only 10 percent in statewide improvement of maintenance effectiveness can provide a \$27 million dollars annual cost avoidance of premature capital expenditures.

Reaching a **Satisfactory** level is key to sustaining our schools. A statewide average of **Marginal** is a clear indicator of expensive repairs and replacements in the future. Inadequate school maintenance results in premature failure of facilities and their systems — Preventive Maintenance (PM) programs work.

With FMAR baseline scores districts can compare ideas, notes, methods and exchange best practices with peers in their region. The goal of PSFA is to assist every school district extend the life school facilities, and building systems while minimizing expenditures.

FY13 Average FMAR Scores Across New Mexico School Districts



FMAR CLASSIFICATIONS:

OUTSTANDING: A highly focused and goal-driven supported maintenance culture. Facility conditions are exceptionally good.

GOOD: Facility conditions are found to be of high quality, performing well, but not excellent or outstanding in quality.

SATISFACTORY: Sufficient maintenance program that is adequate or acceptable.

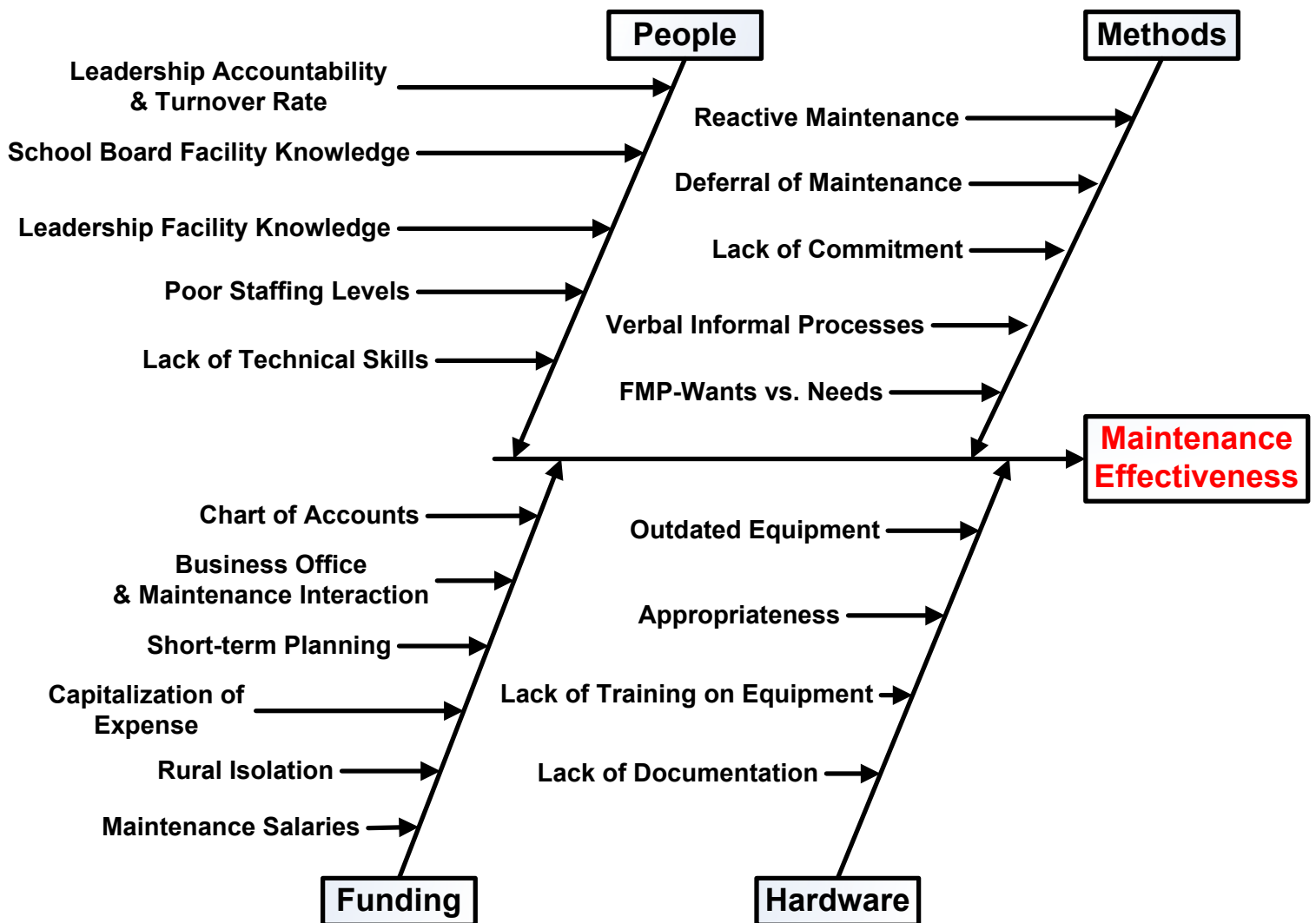
MARGINAL: Activities are close to lower limit of acceptability, exceeding minimum requirement and need for improvement.

POOR: Need for immediate improvement as systems, safety, and the environment are at risk for failure.

FMAR REPORT

The PSFA has carried out extensive research to determine the root cause for the less than **Marginal** facility maintenance classification (identified above) for many of our New Mexico Schools. The outcomes of the research are identified in the diagram below:

Contributing Factors of FMAR State Average Score of 60.96 Percent In New Mexico Schools



MAINTENANCE MANAGEMENT COSTS IN NEW MEXICO

In New Mexico, maintenance costs for public school facilities are not explicitly identified in most school budgets. When operating expenses such as security, technology, communications, school-sponsored events and vehicles (including fuel) are lumped together with maintenance costs, no means to account for the effectiveness of an individual school maintenance program exists.

A 2009 report from the Association of Higher Education Facilities Officers (APPA) stresses the urgency to “*explicitly identify the expenditures associated with routine maintenance and repair and [as well as] activities to reduce the backlog of deferred maintenance.*” The report concludes that an appropriate total budget allocation for routine maintenance and capital renewal is in the range of 2 to 4 percent of the aggregate current replacement value of those facilities.

PSFA implemented the Facility Maintenance Assessment Report (FMAR) to clarify the current maintained condition of school facilities in New Mexico. According to the FMAR data, 65 percent of NM schools are performing facilities-maintenance below a satisfactory level. An example from Farmington shows a breakdown of operational costs from a successful Preventive Maintenance program:

Example Operational Costs with Successful Preventive Maintenance (PM) (Farmington)

Category	Cost/ft ²	Description
Salaries & Benefits for Custodial and Maintenance Staff	\$1.90	Full-time, part-time, and prorated portions of the costs for work performed by permanent and temporary employees of the school district.
Supplies, Materials & Contract Services	\$1.30	Work to restore damaged or worn-out facilities to normal operating condition. Repairs are curative, whereas PM is preventative.
Maintenance Subtotal:	\$3.20	
System Renewal (approximate)	\$3.00	Capital renewal/replacement of major systems such as roofs, windows, HVAC that occurs on a cyclical basis (% of total asset value).
Facilities Subtotal:	\$6.20	Cost of maintenance and renewal, exclusive of utilities.
Utilities	\$1.39	The cost of providing utilities (i.e., water, sewer, electric, natural as/propane) for the normal function of the facility.
Example Total:	\$7.59	

The resulting total value of \$7.59/ft² is consistent with the PSFA baseline model of \$6-8/ft² for a well-managed school with an effective Preventive Maintenance (PM) program. PSFA will continue to support schools in planning and using PMs tailored for their specific needs with the goal bringing all schools into at least a Satisfactory FMAR rating in a timely manner.

— CAPITAL FUNDING ASSISTANCE —

- FY13 PSCOC capital outlay awards total \$256.1 million to 178 school construction, facilities and facilities planning needs throughout New Mexico, including the following:
 - \$192.3 million in standards-based and roof awards to 81 projects in 27 districts;
 - \$12.9 million for lease assistance to 92 charters and 6 public schools in 21 districts;
 - \$235,754 in facility master planning awards to 11 school districts.

— PROJECT DELIVERY —

- 18 PSCOC-funded schools come on-line with major renovations; 25 PSCOC-funded schools complete new roofs.
- 82 percent of project funds are currently under contract within 15 months from date of award—a 14 point improvement over FY12.

— FINANCE AND OPERATIONS —

- PSFA 2013 operating budget increased slightly by about 1.9 percent.
- PSFA 2013 operating budget to total awards was 3.8 percent—below the statutory limit of 5 percent.

— FACILITIES CONDITION INDEX (FCI) —

- The 2013 average FCI for public schools improved to about 33 percent.

— PLANNING AND MAINTENANCE —

- District investment in preventive maintenance as a percent of total maintenance expenditures is now at 20.8 percent, a 16.5 percent increase over 2012.
- 32 districts have current preventive maintenance plans—a 36 percent decline over 2012.
- Since FY08, school district proficiency in using the Facility Information Management System increased by 20.3 percent.
- The state awarded 49 Ben Lujan Maintenance Achievement Awards to 14 school districts and 35 staffers.
- 81 of 89 school districts have five-year facilities master plans (FMP) that are current, or in progress.
- Plan review processing time is currently 18 days.
- \$235,754 in facility master planning awards to 11 school districts.

— CUSTOMER SATISFACTION —

- PSFA transitioned 100 percent of its construction project processes to e-Builder®, providing better management during construction.
- In FY13 PSFA conducted 25 training classes, and trained over 150 participants from around the state including school administrators, design professionals, and general contractors on the new e-Builder construction management system.
- PSFA completed its e-Builder Learning Management System (LMS) online training (lms.nmpsfa.org).



State of New Mexico
Public School Facilities Authority
410 Don Gaspar Avenue
Santa Fe, NM 87501-4468



The Estancia Middle School ground breaking held on September 4th, 2013. The new school, built by the community of Estancia and Estancia Municipal Schools, with project and funding assistance from the State of New Mexico, will serve seventh and eighth grade students.

Item No. VII. C.

- I. PSCOC Meeting Date(s):** December 3, 2013
- II. Item Title:** PSCOOTF Bill Drafts (Systems, Waiver/Share Reduction, Ed Tech)
- III. Name of Presenter(s):** Robert Gorrell, Director.

IV. Proposed Motion:

Informational item.

V. Executive Summary:

The interim Public School Capital Outlay Oversight Task Force met on November 18, 2013 to review and discuss potential legislation that may be introduced in the 2014 Session.

1944694.2 - School District Building System Needs - This bill amends the Public School Capital Outlay Act to allow the Public School Capital Outlay Council (PSCOC) to allocate up to \$15,000,000 annually in FY 2015 through FY 2019 for building system repair, renovation or replacement. Projects are to be identified and ranked by the council using a priority methodology based on adequacy standards, with awards subject to expenditure within three years. This bill was endorsed by the Public School Capital Outlay Oversight Taskforce (PSCOOTF).

194695.2 – School District Funding Match Waivers - This bill amends the Public School Capital Outlay Act to allow the Public School Capital Outlay Council (PSCOC) to determine whether a school district should be eligible for a waiver of its required local funding match. The bill modifies criteria that the PSCOC may consider in granting waivers to districts. The eligibility is to districts with fewer than 600 (from 800), has had a project in the top fifty of the weighted New Mexico Condition Index for the immediately preceding three school years, has a local share of greater than 50 percent, and at least five mills of indebtedness.

194690.2 – Education Technology Definitions – This bill amends the Public School Capital Outlay Act (PSCOA) to allow the Public School Capital Outlay Council (PSCOC) to allocate up to \$10 million in FY14 - FY19 for an

education technology infrastructure deficiencies correction program. Projects are to be identified and ranked by the council using a priority methodology based on adequacy standards, with awards subject to expenditure within two years.

BILL

51ST LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2014

INTRODUCED BY

DISCUSSION DRAFT

FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

AN ACT

RELATING TO PUBLIC SCHOOL FACILITIES; AMENDING THE PUBLIC
SCHOOL CAPITAL OUTLAY ACT TO ALLOW THE PUBLIC SCHOOL CAPITAL
OUTLAY COUNCIL TO PROVIDE ANNUAL ALLOCATIONS TO SCHOOL
DISTRICTS TO ADDRESS BUILDING SYSTEMS NEEDS; AMENDING,
REPEALING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 22-24-3 NMSA 1978 (being Laws 1975,
Chapter 235, Section 3, as amended) is amended to read:

"22-24-3. DEFINITIONS.--As used in the Public School
Capital Outlay Act:

A. "building system" means a set of interacting
parts that make up a single, non-portable or fixed component of
a facility and that, together with other building systems, make
up an entire integrated facility or property, including

.194694.2

underscored material = new
[bracketed material] = delete

1 roofing, electrical distribution, electronic communication,
2 plumbing, lighting, mechanical, fire prevention, facility
3 shell, interior finishes and heating, ventilation and air
4 conditioning systems, as defined by the council;

5 [A-] B. "constitutional special schools" means the
6 New Mexico school for the blind and visually impaired and the
7 New Mexico school for the deaf;

8 [B-] C. "constitutional special schools support
9 spaces" means all facilities necessary to support the
10 constitutional special schools' educational mission that are
11 not included in the constitutional special schools' educational
12 adequacy standards, including, but not limited to, performing
13 arts centers, facilities for athletic competition, school
14 district administration and facility and vehicle maintenance;

15 [C-] D. "council" means the public school capital
16 outlay council;

17 [D-] E. "fund" means the public school capital
18 outlay fund; and

19 [E-] F. "school district" includes state-chartered
20 charter schools and the constitutional special schools."

21 SECTION 2. Section 22-24-4 NMSA 1978 (being Laws 1975,
22 Chapter 235, Section 4, as amended) is amended to read:

23 "22-24-4. PUBLIC SCHOOL CAPITAL OUTLAY FUND CREATED--
24 USE.--

25 A. The "public school capital outlay fund" is

.194694.2

1 created. Balances remaining in the fund at the end of each
2 fiscal year shall not revert.

3 B. Except as provided in Subsections G and [~~F~~] J
4 through [~~H~~] M of this section, money in the fund may be used
5 only for capital expenditures deemed necessary by the council
6 for an adequate educational program.

7 C. The council may authorize the purchase by the
8 public school facilities authority of portable classrooms to be
9 loaned to school districts to meet a temporary requirement.
10 Payment for these purchases shall be made from the fund. Title
11 to and custody of the portable classrooms shall rest in the
12 public school facilities authority. The council shall
13 authorize the lending of the portable classrooms to school
14 districts upon request and upon finding that sufficient need
15 exists. Application for use or return of state-owned portable
16 classroom buildings shall be submitted by school districts to
17 the council. Expenses of maintenance of the portable
18 classrooms while in the custody of the public school facilities
19 authority shall be paid from the fund; expenses of maintenance
20 and insurance of the portable classrooms while in the custody
21 of a school district shall be the responsibility of the school
22 district. The council may authorize the permanent disposition
23 of the portable classrooms by the public school facilities
24 authority with prior approval of the state board of finance.

25 D. Applications for assistance from the fund shall

.194694.2

1 be made by school districts to the council in accordance with
2 requirements of the council. Except as provided in Subsection
3 ~~[K]~~ L of this section, the council shall require as a condition
4 of application that a school district have a current five-year
5 facilities plan, which shall include a current preventive
6 maintenance plan to which the school adheres for each public
7 school in the school district.

8 E. The council shall review all requests for
9 assistance from the fund and shall allocate funds only for
10 those capital outlay projects that meet the criteria of the
11 Public School Capital Outlay Act.

12 F. Money in the fund shall be disbursed by warrant
13 of the department of finance and administration on vouchers
14 signed by the secretary of finance and administration following
15 certification by the council that an application has been
16 approved or an expenditure has been ordered by a court pursuant
17 to Section 22-24-5.4 NMSA 1978. At the discretion of the
18 council, money for a project shall be distributed as follows:

19 (1) up to ten percent of the portion of the
20 project cost funded with distributions from the fund or five
21 percent of the total project cost, whichever is greater, may be
22 paid to the school district before work commences with the
23 balance of the grant award made on a cost-reimbursement basis;
24 or

25 (2) the council may authorize payments

.194694.2

1 directly to the contractor.

2 G. Balances in the fund may be annually
3 appropriated for the core administrative functions of the
4 public school facilities authority pursuant to the Public
5 School Capital Outlay Act, and, in addition, balances in the
6 fund may be expended by the public school facilities authority,
7 upon approval of the council, for project management expenses;
8 provided that:

9 (1) the total annual expenditures from the
10 fund for the core administrative functions pursuant to this
11 subsection shall not exceed five percent of the average annual
12 grant assistance authorized from the fund during the three
13 previous fiscal years; and

14 (2) any unexpended or unencumbered balance
15 remaining at the end of a fiscal year from the expenditures
16 authorized in this subsection shall revert to the fund.

17 H. Up to ten million dollars (\$10,000,000) of the
18 fund may be allocated annually by the council for expenditure
19 in fiscal years 2010 through 2015 for a roof repair and
20 replacement initiative with projects to be identified by the
21 council pursuant to Section 22-24-4.3 NMSA 1978; provided that
22 money allocated pursuant to this subsection shall be expended
23 within two years of the allocation.

24 I. Up to fifteen million dollars (\$15,000,000) of
25 the fund may be expended annually by the council for

.194694.2

1 expenditure in fiscal years 2015 through 2019 for a building
2 system repair, renovation or replacement initiative with
3 projects to be identified by the council pursuant to Section 3
4 of this 2014 act; provided that money allocated pursuant to
5 this subsection shall be expended within three years of the
6 allocation.

7 ~~[I.]~~ J. The fund may be expended annually by the
8 council for grants to school districts for the purpose of
9 making lease payments for classroom facilities, including
10 facilities leased by charter schools. The grants shall be made
11 upon application by the school districts and pursuant to rules
12 adopted by the council; provided that an application on behalf
13 of a charter school shall be made by the school district, but,
14 if the school district fails to make an application on behalf
15 of a charter school, the charter school may submit its own
16 application. The following criteria shall apply to the grants:

17 (1) the amount of a grant to a school district
18 shall not exceed:

19 (a) the actual annual lease payments
20 owed for leasing classroom space for schools, including charter
21 schools, in the school district; or

22 (b) seven hundred dollars (\$700)
23 multiplied by the number of MEM using the leased classroom
24 facilities; provided that in fiscal year 2009 and in each
25 subsequent fiscal year, this amount shall be adjusted by the

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1 percentage change between the penultimate calendar year and the
2 immediately preceding calendar year of the consumer price index
3 for the United States, all items, as published by the United
4 States department of labor;

5 (2) a grant received for the lease payments of
6 a charter school may be used by that charter school as a state
7 match necessary to obtain federal grants pursuant to the
8 federal No Child Left Behind Act of 2001;

9 (3) at the end of each fiscal year, any
10 unexpended or unencumbered balance of the appropriation shall
11 revert to the fund;

12 (4) no grant shall be made for lease payments
13 due pursuant to a financing agreement under which the
14 facilities may be purchased for a price that is reduced
15 according to the lease payments made unless:

16 (a) the agreement has been approved
17 pursuant to the provisions of the Public School Lease Purchase
18 Act; and

19 (b) the facilities are leased by a
20 charter school;

21 (5) if the lease payments are made pursuant to
22 a financing agreement under which the facilities may be
23 purchased for a price that is reduced according to the lease
24 payments made, neither a grant nor any provision of the Public
25 School Capital Outlay Act creates a legal obligation for the

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1 school district or charter school to continue the lease from
2 year to year or to purchase the facilities nor does it create a
3 legal obligation for the state to make subsequent grants
4 pursuant to the provisions of this subsection; and

5 (6) as used in this subsection:

6 (a) "MEM" means: 1) the average
7 full-time-equivalent enrollment using leased classroom
8 facilities on the eightieth and one hundred twentieth days of
9 the prior school year; or 2) in the case of an approved charter
10 school that has not commenced classroom instruction, the
11 estimated full-time-equivalent enrollment that will use leased
12 classroom facilities in the first year of instruction, as shown
13 in the approved charter school application; provided that,
14 after the eightieth day of the school year, the MEM shall be
15 adjusted to reflect the full-time-equivalent enrollment on that
16 date; and

17 (b) "classroom facilities" or "classroom
18 space" includes the space needed, as determined by the minimum
19 required under the statewide adequacy standards, for the direct
20 administration of school activities.

21 ~~[J.]~~ K. In addition to other authorized
22 expenditures from the fund, up to one percent of the average
23 grant assistance authorized from the fund during the three
24 previous fiscal years may be expended in each fiscal year by
25 the public school facilities authority to pay the state fire

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1 marshal, the construction industries division of the regulation
2 and licensing department and local jurisdictions having
3 authority from the state to permit and inspect projects for
4 expenditures made to permit and inspect projects funded in
5 whole or in part under the Public School Capital Outlay Act.

6 The authority may enter into contracts with the state fire
7 marshal, the construction industries division or the
8 appropriate local authorities to carry out the provisions of
9 this subsection. Such a contract may provide for initial
10 estimated payments from the fund prior to the expenditures if
11 the contract also provides for additional payments from the
12 fund if the actual expenditures exceed the initial payments and
13 for repayments back to the fund if the initial payments exceed
14 the actual expenditures. Money distributed from the fund to
15 the state fire marshal or the construction industries division
16 pursuant to this subsection shall be used to supplement, rather
17 than supplant, appropriations to those entities.

18 ~~[K-]~~ L. Pursuant to guidelines established by the
19 council, allocations from the fund may be made to assist school
20 districts in developing and updating five-year facilities plans
21 required by the Public School Capital Outlay Act; provided
22 that:

23 (1) no allocation shall be made unless the
24 council determines that the school district is willing and able
25 to pay the portion of the total cost of developing or updating

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1 the plan that is not funded with the allocation from the fund.
2 Except as provided in Paragraph (2) of this subsection, the
3 portion of the total cost to be paid with the allocation from
4 the fund shall be determined pursuant to the methodology in
5 Paragraph (5) of Subsection B of Section 22-24-5 NMSA 1978; or

6 (2) the allocation from the fund may be used
7 to pay the total cost of developing or updating the plan if:

8 (a) the school district has fewer than
9 an average of six hundred full-time-equivalent students on the
10 eightieth and one hundred twentieth days of the prior school
11 year; or

12 (b) the school district meets all of the
13 following requirements: 1) the school district has fewer than
14 an average of one thousand full-time-equivalent students on the
15 eightieth and one hundred twentieth days of the prior school
16 year; 2) the school district has at least seventy percent of
17 its students eligible for free or reduced-fee lunch; 3) the
18 state share of the total cost, if calculated pursuant to the
19 methodology in Paragraph (5) of Subsection B of Section 22-24-5
20 NMSA 1978, would be less than fifty percent; and 4) for all
21 educational purposes, the school district has a residential
22 property tax rate of at least seven dollars (\$7.00) on each one
23 thousand dollars (\$1,000) of taxable value, as measured by the
24 sum of all rates imposed by resolution of the local school
25 board plus rates set to pay interest and principal on

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1 outstanding school district general obligation bonds.

2 [L-] M. Upon application by a school district,
3 allocations from the fund may be made by the council for the
4 purpose of demolishing abandoned school district facilities,
5 provided that:

6 (1) the costs of continuing to insure an
7 abandoned facility outweigh any potential benefit when and if a
8 new facility is needed by the school district;

9 (2) there is no practical use for the
10 abandoned facility without the expenditure of substantial
11 renovation costs; and

12 (3) the council may enter into an agreement
13 with the school district under which an amount equal to the
14 savings to the school district in lower insurance premiums are
15 used to reimburse the fund fully or partially for the
16 demolition costs allocated to the school district."

17 SECTION 3. A new section of the Public School Capital
18 Outlay Act is enacted to read:

19 "[NEW MATERIAL] BUILDING SYSTEM REPAIR, RENOVATION OR
20 REPLACEMENT.--

21 A. The council shall develop guidelines for a
22 building system repair, renovation or replacement initiative
23 pursuant to the provisions of this section.

24 B. A school district desiring a grant award
25 pursuant to this section shall submit an application to the

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1 council. The application shall include an assessment of the
2 building system that, in the opinion of the school district,
3 the repair, renovation or replacement of which would extend the
4 useful life of the building itself.

5 C. The public school facilities authority shall
6 verify the assessment made by the school district and rank the
7 application with similar applications pursuant to a methodology
8 adopted by the council.

9 D. After a public hearing and to the extent that
10 money is available in the fund for such purposes, the council
11 shall approve building system repair, renovation or replacement
12 projects on the established priority basis; provided that no
13 project shall be approved unless the council determines that
14 the school district is willing and able to pay the portion of
15 the total cost of the project that is not funded with grant
16 assistance from the fund.

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17 E. The state share of the cost of an approved
18 building system repair, renovation or replacement project shall
19 be calculated pursuant to the methodology in Paragraph (5) of
20 Subsection B of Section 22-24-5 NMSA 1978.

21 F. A grant made pursuant to this section shall be
22 expended by the school district within ^{three} two years of the grant
23 allocation."



24 SECTION 4. Section 22-24-5 NMSA 1978 (being Laws 1975,
25 Chapter 235, Section 5, as amended) is amended to read:

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1 "22-24-5. PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS--
2 APPLICATION--GRANT ASSISTANCE.--

3 A. Applications for grant assistance, approval of
4 applications, prioritization of projects and grant awards shall
5 be conducted pursuant to the provisions of this section.

6 B. Except as provided in Sections 22-24-4.3,
7 22-24-5.4 and 22-24-5.6 NMSA 1978, the following provisions
8 govern grant assistance from the fund [~~for a public school~~
9 ~~capital outlay project not wholly funded pursuant to Section~~
10 ~~22-24-4.1 NMSA 1978~~]:

11 (1) all school districts are eligible to apply
12 for funding from the fund, regardless of percentage of
13 indebtedness;

14 (2) priorities for funding shall be determined
15 by using the statewide adequacy standards developed pursuant to
16 Subsection C of this section; provided that:

17 (a) the council shall apply the
18 standards to charter schools to the same extent that they are
19 applied to other public schools;

20 (b) the council may award grants
21 annually to school districts for the purpose of repairing,
22 renovating or replacing public school building systems as
23 identified in Section 3 of this 2014 act;

24 ~~[(b)]~~ (c) the council shall adopt and
25 apply adequacy standards appropriate to the unique needs of the

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1 constitutional special schools; and

2 ~~[(e)]~~ (d) in an emergency in which the
3 health or safety of students or school personnel is at
4 immediate risk or in which there is a threat of significant
5 property damage, the council may award grant assistance for a
6 project using criteria other than the statewide adequacy
7 standards;

8 (3) the council shall establish criteria to be
9 used in public school capital outlay projects that receive
10 grant assistance pursuant to the Public School Capital Outlay
11 Act. In establishing the criteria, the council shall consider:

12 (a) the feasibility of using design,
13 build and finance arrangements for public school capital outlay
14 projects;

15 (b) the potential use of more durable
16 construction materials that may reduce long-term operating
17 costs;

18 (c) concepts that promote efficient but
19 flexible utilization of space; and

20 (d) any other financing or construction
21 concept that may maximize the dollar effect of the state grant
22 assistance;

23 (4) no more than ten percent of the combined
24 total of grants in a funding cycle shall be used for
25 retrofitting existing facilities for technology infrastructure;

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1 (5) except as provided in Paragraph (6), (8),
2 (9) or (10) of this subsection, the state share of a project
3 approved and ranked by the council shall be funded within
4 available resources pursuant to the provisions of this
5 paragraph. No later than May 1 of each calendar year, a value
6 shall be calculated for each school district in accordance with
7 the following procedure:

8 (a) the final prior year net taxable
9 value for a school district divided by the MEM for that school
10 district is calculated for each school district;

11 (b) the final prior year net taxable
12 value for the whole state divided by the MEM for the state is
13 calculated;

14 (c) excluding any school district for
15 which the result calculated pursuant to Subparagraph (a) of
16 this paragraph is more than twice the result calculated
17 pursuant to Subparagraph (b) of this paragraph, the results
18 calculated pursuant to Subparagraph (a) of this paragraph are
19 listed from highest to lowest;

20 (d) the lowest value listed pursuant to
21 Subparagraph (c) of this paragraph is subtracted from the
22 highest value listed pursuant to that subparagraph;

23 (e) the value calculated pursuant to
24 Subparagraph (a) of this paragraph for the subject school
25 district is subtracted from the highest value listed in

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1 Subparagraph (c) of this paragraph;

2 (f) the result calculated pursuant to
3 Subparagraph (e) of this paragraph is divided by the result
4 calculated pursuant to Subparagraph (d) of this paragraph;

5 (g) the sum of the property tax mill
6 levies for the prior tax year imposed by each school district
7 on residential property pursuant to Chapter 22, Article 18 NMSA
8 1978, the Public School Capital Improvements Act, the Public
9 School Buildings Act, the Education Technology Equipment Act
10 and Paragraph (2) of Subsection B of Section 7-37-7 NMSA 1978
11 is calculated for each school district;

12 (h) the lowest value calculated pursuant
13 to Subparagraph (g) of this paragraph is subtracted from the
14 highest value calculated pursuant to that subparagraph;

15 (i) the lowest value calculated pursuant
16 to Subparagraph (g) of this paragraph is subtracted from the
17 value calculated pursuant to that subparagraph for the subject
18 school district;

19 (j) the value calculated pursuant to
20 Subparagraph (i) of this paragraph is divided by the value
21 calculated pursuant to Subparagraph (h) of this paragraph;

22 (k) if the value calculated for a
23 subject school district pursuant to Subparagraph (j) of this
24 paragraph is less than five-tenths, then, except as provided in
25 Subparagraph (n) or (o) of this paragraph, the value for that

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1 school district equals the value calculated pursuant to
2 Subparagraph (f) of this paragraph;

3 (l) if the value calculated for a
4 subject school district pursuant to Subparagraph (j) of this
5 paragraph is five-tenths or greater, then that value is
6 multiplied by five-hundredths;

7 (m) if the value calculated for a
8 subject school district pursuant to Subparagraph (j) of this
9 paragraph is five-tenths or greater, then the value calculated
10 pursuant to Subparagraph (l) of this paragraph is added to the
11 value calculated pursuant to Subparagraph (f) of this
12 paragraph. Except as provided in Subparagraph (n) or (o) of
13 this paragraph, the sum equals the value for that school
14 district;

15 (n) in those instances in which the
16 calculation pursuant to Subparagraph (k) or (m) of this
17 paragraph yields a value less than one-tenth, one-tenth shall
18 be used as the value for the subject school district;

19 (o) in those instances in which the
20 calculation pursuant to Subparagraph (k) or (m) of this
21 paragraph yields a value greater than one, one shall be used as
22 the value for the subject school district;

23 (p) except as provided in Section
24 22-24-5.7 NMSA 1978 and except as adjusted pursuant to
25 Paragraph (6), (8), (9) or (10) of this subsection, the amount

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1 to be distributed from the fund for an approved project shall
2 equal the total project cost multiplied by a fraction the
3 numerator of which is the value calculated for the subject
4 school district in the current year plus the value calculated
5 for that school district in each of the two preceding years and
6 the denominator of which is three; and

7 (q) as used in this paragraph: 1) "MEM"
8 means the average full-time-equivalent enrollment of students
9 attending public school in a school district on the eightieth
10 and one hundred twentieth days of the prior school year; 2)
11 "total project cost" means the total amount necessary to
12 complete the public school capital outlay project less any
13 insurance reimbursement received by the school district for the
14 project; and 3) in the case of a state-chartered charter school
15 that has submitted an application for grant assistance pursuant
16 to this section, the "value calculated for the subject school
17 district" means the value calculated for the school district in
18 which the state-chartered charter school is physically located;

19 (6) the amount calculated pursuant to
20 Subparagraph (p) of Paragraph (5) of this subsection shall be
21 reduced by the following procedure:

22 (a) the total of all legislative
23 appropriations made after January 1, 2003 for nonoperating
24 purposes either directly to the subject school district or to
25 another governmental entity for the purpose of passing the

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1 money through directly to the subject school district, and not
2 rejected by the subject school district, is calculated;
3 provided that: 1) an appropriation made in a fiscal year shall
4 be deemed to be accepted by a school district unless, prior to
5 June 1 of that fiscal year, the school district notifies the
6 department of finance and administration and the public
7 education department that the school district is rejecting the
8 appropriation; 2) the total shall exclude any educational
9 technology appropriation made prior to January 1, 2005 unless
10 the appropriation was on or after January 1, 2003 and not
11 previously used to offset distributions pursuant to the
12 Technology for Education Act; 3) the total shall exclude any
13 appropriation previously made to the subject school district
14 that is reauthorized for expenditure by another recipient;
15 4) the total shall exclude one-half of the amount of any
16 appropriation made or reauthorized after January 1, 2007 if the
17 purpose of the appropriation or reauthorization is to fund, in
18 whole or in part, a capital outlay project that, when
19 prioritized by the council pursuant to this section either in
20 the immediately preceding funding cycle or in the current
21 funding cycle, ranked in the top one hundred fifty projects
22 statewide; 5) the total shall exclude the proportionate share
23 of any appropriation made or reauthorized after January 1, 2008
24 for a capital project that will be jointly used by a
25 governmental entity other than the subject school district.

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1 Pursuant to criteria adopted by rule of the council and based
2 upon the proposed use of the capital project, the council shall
3 determine the proportionate share to be used by the
4 governmental entity and excluded from the total; and 6) unless
5 the grant award is made to the state-chartered charter school
6 or unless the appropriation was previously used to calculate a
7 reduction pursuant to this paragraph, the total shall exclude
8 appropriations made after January 1, 2007 for nonoperating
9 purposes of a specific state-chartered charter school,
10 regardless of whether the charter school is a state-chartered
11 charter school at the time of the appropriation or later opts
12 to become a state-chartered charter school;

13 (b) the applicable fraction used for the
14 subject school district and the current calendar year for the
15 calculation in Subparagraph (p) of Paragraph (5) of this
16 subsection is subtracted from one;

17 (c) the value calculated pursuant to
18 Subparagraph (a) of this paragraph for the subject school
19 district is multiplied by the amount calculated pursuant to
20 Subparagraph (b) of this paragraph for that school district;

21 (d) the total amount of reductions for
22 the subject school district previously made pursuant to
23 Subparagraph (e) of this paragraph for other approved public
24 school capital outlay projects is subtracted from the amount
25 calculated pursuant to Subparagraph (c) of this paragraph; and

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1 (e) the amount calculated pursuant to
2 Subparagraph (p) of Paragraph (5) of this subsection shall be
3 reduced by the amount calculated pursuant to Subparagraph (d)
4 of this paragraph;

5 (7) as used in this subsection:

6 (a) "governmental entity" includes an
7 Indian nation, tribe or pueblo; and

8 (b) "subject school district" means the
9 school district that has submitted the application for funding
10 and in which the approved public school capital outlay project
11 will be located;

12 (8) the amount calculated pursuant to
13 Subparagraph (p) of Paragraph (5) of this subsection, after any
14 reduction pursuant to Paragraph (6) of this subsection, may be
15 increased by an additional five percent if the council finds
16 that the subject school district has been exemplary in
17 implementing and maintaining a preventive maintenance program.
18 The council shall adopt such rules as are necessary to
19 implement the provisions of this paragraph;

20 (9) the council may adjust the amount of local
21 share otherwise required if it determines that a school
22 district has used all of its local resources. Before making
23 any adjustment to the local share, the council shall consider
24 whether:

25 (a) the school district has insufficient

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1 bonding capacity over the next four years to provide the local
2 match necessary to complete the project and, for all
3 educational purposes, has a residential property tax rate of at
4 least ten dollars (\$10.00) on each one thousand dollars
5 (\$1,000) of taxable value, as measured by the sum of all rates
6 imposed by resolution of the local school board plus rates set
7 to pay interest and principal on outstanding school district
8 general obligation bonds;

9 (b) the school district: 1) has fewer
10 than an average of eight hundred full-time-equivalent students
11 on the eightieth and one hundred twentieth days of the prior
12 school year; 2) has at least seventy percent of its students
13 eligible for free or reduced-fee lunch; 3) has a share of the
14 total project cost, as calculated pursuant to provisions of
15 this section, that would be greater than fifty percent; and 4)
16 for all educational purposes, has a residential property tax
17 rate of at least seven dollars (\$7.00) on each one thousand
18 dollars (\$1,000) of taxable value, as measured by the sum of
19 all rates imposed by resolution of the local school board plus
20 rates set to pay interest and principal on outstanding school
21 district general obligation bonds; or

22 (c) the school district: 1) has an
23 enrollment growth rate over the previous school year of at
24 least two and one-half percent; 2) pursuant to its five-year
25 facilities plan, will be building a new school within the next

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1 two years; and 3) for all educational purposes, has a
2 residential property tax rate of at least ten dollars (\$10.00)
3 on each one thousand dollars (\$1,000) of taxable value, as
4 measured by the sum of all rates imposed by resolution of the
5 local school board plus rates set to pay interest and principal
6 on outstanding school district general obligation bonds;

7 (10) the local match for the constitutional
8 special schools shall be set at fifty percent for projects that
9 qualify under the educational adequacy category and one hundred
10 percent for projects that qualify in the support spaces
11 category; provided that the council may adjust or waive the
12 amount of any direct appropriation offset to or local share
13 required for the constitutional special schools if an applicant
14 constitutional special school has insufficient or no local
15 resources available; and

16 (11) no application for grant assistance from
17 the fund shall be approved unless the council determines that:

18 (a) the public school capital outlay
19 project is needed and included in the school district's
20 five-year facilities plan among its top priorities;

21 (b) the school district has used its
22 capital resources in a prudent manner;

23 (c) the school district has provided
24 insurance for buildings of the school district in accordance
25 with the provisions of Section 13-5-3 NMSA 1978;

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1 (d) the school district has submitted a
2 five-year facilities plan that includes: 1) enrollment
3 projections; 2) a current preventive maintenance plan that has
4 been approved by the council pursuant to Section 22-24-5.3 NMSA
5 1978 and that is followed by each public school in the
6 district; 3) the capital needs of charter schools located in
7 the school district; and 4) projections for the facilities
8 needed in order to maintain a full-day kindergarten program;

9 (e) the school district is willing and
10 able to pay any portion of the total cost of the public school
11 capital outlay project that, according to Paragraph (5), (6),
12 (8) or (9) of this subsection, is not funded with grant
13 assistance from the fund; provided that school district funds
14 used for a project that was initiated after September 1, 2002
15 when the statewide adequacy standards were adopted, but before
16 September 1, 2004 when the standards were first used as the
17 basis for determining the state and school district share of a
18 project, may be applied to the school district portion required
19 for that project;

20 (f) the application includes the capital
21 needs of any charter school located in the school district or
22 the school district has shown that the facilities of the
23 charter school have a smaller deviation from the statewide
24 adequacy standards than other district facilities included in
25 the application; and

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1 (g) the school district has agreed, in
2 writing, to comply with any reporting requirements or
3 conditions imposed by the council pursuant to Section 22-24-5.1
4 NMSA 1978.

5 C. After consulting with the public school capital
6 outlay oversight task force and other experts, the council
7 shall regularly review and update statewide adequacy standards
8 applicable to all school districts. The standards shall
9 establish the acceptable level for the physical condition and
10 capacity of buildings, the educational suitability of
11 facilities and the need for technological infrastructure.
12 Except as otherwise provided in the Public School Capital
13 Outlay Act, the amount of outstanding deviation from the
14 standards shall be used by the council in evaluating and
15 prioritizing public school capital outlay projects.

16 D. The acquisition of a facility by a school
17 district or charter school pursuant to a financing agreement
18 that provides for lease payments with an option to purchase for
19 a price that is reduced according to lease payments made may be
20 considered a public school capital outlay project and eligible
21 for grant assistance under this section pursuant to the
22 following criteria:

23 (1) no grant shall be awarded unless the
24 council determines that, at the time of exercising the option
25 to purchase the facility by the school district or charter

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1 school, the facility will equal or exceed the statewide
2 adequacy standards and the building standards for public school
3 facilities;

4 (2) no grant shall be awarded unless the
5 school district and the need for the facility meet all of the
6 requirements for grant assistance pursuant to the Public School
7 Capital Outlay Act;

8 (3) the total project cost shall equal the
9 total payments that would be due under the agreement if the
10 school district or charter school would eventually acquire
11 title to the facility;

12 (4) the portion of the total project cost to
13 be paid from the fund may be awarded as one grant, but
14 disbursements from the fund shall be made from time to time as
15 lease payments become due;

16 (5) the portion of the total project cost to
17 be paid by the school district or charter school may be paid
18 from time to time as lease payments become due; and

19 (6) neither a grant award nor any provision of
20 the Public School Capital Outlay Act creates a legal obligation
21 for the school district or charter school to continue the lease
22 from year to year or to purchase the facility.

23 E. In order to encourage private capital investment
24 in the construction of public school facilities, the purchase
25 of a privately owned school facility that is, at the time of

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1 application, in use by a school district may be considered a
2 public school capital outlay project and eligible for grant
3 assistance pursuant to this section if the council finds that:

4 (1) at the time of the initial use by the
5 school district, the facility to be purchased equaled or
6 exceeded the statewide adequacy standards and the building
7 standards for public school facilities;

8 (2) at the time of application, attendance at
9 the facility to be purchased is at seventy-five percent or
10 greater of design capacity and the attendance at other schools
11 in the school district that the students at the facility would
12 otherwise attend is at eighty-five percent or greater of design
13 capacity; and

14 (3) the school district and the capital outlay
15 project meet all of the requirements for grant assistance
16 pursuant to the Public School Capital Outlay Act; provided
17 that, when determining the deviation from the statewide
18 adequacy standards for the purposes of evaluating and
19 prioritizing the project, the students using the facility shall
20 be deemed to be attending other schools in the school district.

21 F. It is the intent of the legislature that grant
22 assistance made pursuant to this section allows every school
23 district to meet the standards developed pursuant to Subsection
24 C of this section; provided, however, that nothing in the
25 Public School Capital Outlay Act or the development of

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1 standards pursuant to that act prohibits a school district from
2 using other funds available to the district to exceed the
3 statewide adequacy standards.

4 G. Upon request, the council shall work with, and
5 provide assistance and information to, the public school
6 capital outlay oversight task force.

7 H. The council may establish committees or task
8 forces, not necessarily consisting of council members, and may
9 use the committees or task forces, as well as existing agencies
10 or organizations, to conduct studies, conduct surveys, submit
11 recommendations or otherwise contribute expertise from the
12 public schools, programs, interest groups and segments of
13 society most concerned with a particular aspect of the
14 council's work.

15 I. Upon the recommendation of the public school
16 facilities authority, the council shall develop building
17 standards for public school facilities and shall promulgate
18 other such rules as are necessary to carry out the provisions
19 of the Public School Capital Outlay Act.

20 J. No later than December 15 of each year, the
21 council shall prepare a report summarizing its activities
22 during the previous fiscal year. The report shall describe in
23 detail all projects funded, the progress of projects previously
24 funded but not completed, the criteria used to prioritize and
25 fund projects and all other council actions. The report shall

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1 be submitted to the public education commission, the governor,
2 the legislative finance committee, the legislative education
3 study committee and the legislature."

4 SECTION 5. Section 22-24-9 NMSA 1978 (being Laws 2003,
5 Chapter 147, Section 1, as amended) is amended to read:

6 "22-24-9. PUBLIC SCHOOL FACILITIES AUTHORITY--
7 CREATION--POWERS AND DUTIES.--

8 A. The "public school facilities authority" is
9 created under the council. The authority shall be headed by a
10 director, selected by the council, who shall be versed in
11 construction, architecture or project management. The director
12 may hire no more than two deputies with the approval of the
13 council, and, subject to budgetary constraints set out in
14 Subsection G of Section 22-24-4 NMSA 1978, shall employ or
15 contract with such technical and administrative personnel as
16 are necessary to carry out the provisions of this section. The
17 director, deputies and all other employees of the authority
18 shall be exempt from the provisions of the Personnel Act.

19 B. The authority shall:

- 20 (1) serve as staff to the council;
21 (2) as directed by the council, provide those
22 assistance and oversight functions required of the council by
23 Section 22-24-5.1 NMSA 1978;
24 (3) assist school districts with:
25 (a) the development and implementation

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1 of five-year facilities plans and preventive maintenance plans;

2 (b) procurement of architectural and
3 engineering services;

4 (c) management and oversight of
5 construction activities; and

6 (d) training programs;

7 (4) conduct ongoing reviews of five-year
8 facilities plans, preventive maintenance plans and performance
9 pursuant to those plans;

10 (5) as directed by the council, assist school
11 districts in analyzing and assessing their space utilization
12 options;

13 (6) ensure that public school capital outlay
14 projects are in compliance with applicable building codes;

15 (7) conduct on-site inspections as necessary
16 to ensure that the construction specifications are being met
17 and periodically inspect all of the documents related to
18 projects;

19 (8) require the use of standardized
20 construction documents and the use of a standardized process
21 for change orders;

22 (9) have access to the premises of a project
23 and any documentation relating to the project;

24 (10) after consulting with the department,
25 recommend building standards for public school facilities to

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1 the council and ensure compliance with building standards
2 adopted by the council;

3 (11) notwithstanding the provisions of
4 Subsection D of Section 22-24-6 NMSA 1978, account for all
5 distributions of grant assistance from the fund for which the
6 initial award was made after July 1, 2004, and make annual
7 reports to the department, the governor, the legislative
8 education study committee, the legislative finance committee
9 and the legislature;

10 (12) maintain a database of the condition of
11 school facilities and maintenance schedules; and

12 (13) as a central purchasing office pursuant
13 to the Procurement Code and as directed by the council, select
14 contractors and enter into and administer contracts for certain
15 emergency projects funded pursuant to Subparagraph (b) of
16 Paragraph (2) of Subsection B of Section 22-24-5 NMSA 1978 [~~and~~

17 ~~(14) ensure that outstanding deficiencies are~~
18 ~~corrected pursuant to Section 22-24-4.1 NMSA 1978. In the~~
19 ~~performance of this duty, the authority:~~

20 ~~(a) shall work with school districts to~~
21 ~~validate the assessment of the outstanding deficiencies and the~~
22 ~~projected costs to correct the deficiencies;~~

23 ~~(b) shall work with school districts to~~
24 ~~provide direct oversight of the management and construction of~~
25 ~~the projects that will correct the outstanding deficiencies;~~

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1 ~~(c) shall oversee all aspects of the~~
2 ~~contracts entered into by the council to correct the~~
3 ~~outstanding deficiencies;~~

4 ~~(d) may conduct on-site inspections~~
5 ~~while the deficiencies correction work is being done to ensure~~
6 ~~that the construction specifications are being met and may~~
7 ~~periodically inspect all of the documents relating to the~~
8 ~~projects;~~

9 ~~(e) may require the use of standardized~~
10 ~~construction documents and the use of a standardized process~~
11 ~~for change orders;~~

12 ~~(f) may access the premises of a project~~
13 ~~and any documentation relating to the project; and~~

14 ~~(g) shall maintain, track and account~~
15 ~~for deficiency correction projects separately from other~~
16 ~~capital outlay projects funded pursuant to the Public School~~
17 ~~Capital Outlay Act].~~

18 C. All actions taken by the authority shall be
19 consistent with educational programs conducted pursuant to the
20 Public School Code. In the event of any potential or perceived
21 conflict between a proposed action of the authority and an
22 educational program, the authority shall consult with the
23 secretary.

24 D. A school district, aggrieved by a decision or
25 recommendation of the authority, may appeal the matter to the

1 council by filing a notice of appeal with the council within
2 thirty days of the authority's decision or recommendation.

3 Upon filing of the notice:

4 (1) the decision or recommendation of the
5 authority shall be suspended until the matter is decided by the
6 council;

7 (2) the council shall hear the matter at its
8 next regularly scheduled hearing or at a special hearing called
9 by the chair for that purpose;

10 (3) at the hearing, the school district, the
11 authority and other interested parties may make informal
12 presentations to the council; and

13 (4) the council shall finally decide the
14 matter within ten days after the hearing."

15 SECTION 6. REPEAL.--Section 22-24-4.1 NMSA 1978 (being
16 Laws 2001, Chapter 338, Section 6, as amended) is repealed.

17 SECTION 7. EFFECTIVE DATE.--The effective date of the
18 provisions of this act is July 1, 2014.

BILL

51ST LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2014

INTRODUCED BY

DISCUSSION DRAFT

FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

AN ACT

RELATING TO PUBLIC SCHOOLS; DEFINING "EDUCATION TECHNOLOGY
INFRASTRUCTURE"; PROVIDING FOR ALLOCATIONS FROM THE PUBLIC
SCHOOL CAPITAL OUTLAY FUND FOR EDUCATION TECHNOLOGY
INFRASTRUCTURE; ESTABLISHING AN EDUCATION TECHNOLOGY
INFRASTRUCTURE DEFICIENCY CORRECTIONS INITIATIVE; ALLOWING FOR
WAIVERS FOR THE LOCAL SCHOOL DISTRICT SHARE OF PROGRAM COST;
DECLARING AN EMERGENCY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 22-24-3 NMSA 1978 (being Laws 1975,
Chapter 235, Section 3, as amended) is amended to read:

"22-24-3. DEFINITIONS.--As used in the Public School
Capital Outlay Act:

A. "constitutional special schools" means the New
Mexico school for the blind and visually impaired and the New

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underscored material = new
[bracketed material] = delete

1 Mexico school for the deaf;

2 B. "constitutional special schools support spaces"
3 means all facilities necessary to support the constitutional
4 special schools' educational mission that are not included in
5 the constitutional special schools' educational adequacy
6 standards, including, but not limited to, performing arts
7 centers, facilities for athletic competition, school district
8 administration and facility and vehicle maintenance;

9 C. "council" means the public school capital outlay
10 council;

11 D. "education technology infrastructure" means the
12 physical hardware used to interconnect education technology
13 equipment for school districts and school buildings as defined
14 in the Education Technology Equipment Act;

15 ~~[D.]~~ E. "fund" means the public school capital
16 outlay fund; and

17 ~~[E.]~~ F. "school district" includes state-chartered
18 charter schools and the constitutional special schools."

19 SECTION 2. Section 22-24-4 NMSA 1978 (being Laws 1975,
20 Chapter 235, Section 4, as amended) is amended to read:

21 "22-24-4. PUBLIC SCHOOL CAPITAL OUTLAY FUND CREATED--
22 USE.--

23 A. The "public school capital outlay fund" is
24 created. Balances remaining in the fund at the end of each
25 fiscal year shall not revert.

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1 B. Except as provided in Subsections G and I
2 through ~~[H]~~ M of this section, money in the fund may be used
3 only for capital expenditures deemed necessary by the council
4 for an adequate educational program.

5 C. The council may authorize the purchase by the
6 public school facilities authority of portable classrooms to be
7 loaned to school districts to meet a temporary requirement.
8 Payment for these purchases shall be made from the fund. Title
9 to and custody of the portable classrooms shall rest in the
10 public school facilities authority. The council shall
11 authorize the lending of the portable classrooms to school
12 districts upon request and upon finding that sufficient need
13 exists. Application for use or return of state-owned portable
14 classroom buildings shall be submitted by school districts to
15 the council. Expenses of maintenance of the portable
16 classrooms while in the custody of the public school facilities
17 authority shall be paid from the fund; expenses of maintenance
18 and insurance of the portable classrooms while in the custody
19 of a school district shall be the responsibility of the school
20 district. The council may authorize the permanent disposition
21 of the portable classrooms by the public school facilities
22 authority with prior approval of the state board of finance.

23 D. Applications for assistance from the fund shall
24 be made by school districts to the council in accordance with
25 requirements of the council. Except as provided in Subsection
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1 K of this section, the council shall require as a condition of
2 application that a school district have a current five-year
3 facilities plan, which shall include a current preventive
4 maintenance plan to which the school adheres for each public
5 school in the school district.

6 E. The council shall review all requests for
7 assistance from the fund and shall allocate funds only for
8 those capital outlay projects that meet the criteria of the
9 Public School Capital Outlay Act.

10 F. Money in the fund shall be disbursed by warrant
11 of the department of finance and administration on vouchers
12 signed by the secretary of finance and administration following
13 certification by the council that an application has been
14 approved or an expenditure has been ordered by a court pursuant
15 to Section 22-24-5.4 NMSA 1978. At the discretion of the
16 council, money for a project shall be distributed as follows:

17 (1) up to ten percent of the portion of the
18 project cost funded with distributions from the fund or five
19 percent of the total project cost, whichever is greater, may be
20 paid to the school district before work commences with the
21 balance of the grant award made on a cost-reimbursement basis;
22 or

23 (2) the council may authorize payments
24 directly to the contractor.

25 G. Balances in the fund may be annually

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1 appropriated for the core administrative functions of the
2 public school facilities authority pursuant to the Public
3 School Capital Outlay Act, and, in addition, balances in the
4 fund may be expended by the public school facilities authority,
5 upon approval of the council, for project management expenses;
6 provided that:

7 (1) the total annual expenditures from the
8 fund for the core administrative functions pursuant to this
9 subsection shall not exceed five percent of the average annual
10 grant assistance authorized from the fund during the three
11 previous fiscal years; and

12 (2) any unexpended or unencumbered balance
13 remaining at the end of a fiscal year from the expenditures
14 authorized in this subsection shall revert to the fund.

15 H. Up to ten million dollars (\$10,000,000) of the
16 fund may be allocated annually by the council for expenditure
17 in fiscal years 2010 through 2015 for a roof repair and
18 replacement initiative with projects to be identified by the
19 council pursuant to Section 22-24-4.3 NMSA 1978; provided that
20 money allocated pursuant to this subsection shall be expended
21 within two years of the allocation.

22 I. The fund may be expended annually by the council
23 for grants to school districts for the purpose of making lease
24 payments for classroom facilities, including facilities leased
25 by charter schools. The grants shall be made upon application

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1 by the school districts and pursuant to rules adopted by the
2 council; provided that an application on behalf of a charter
3 school shall be made by the school district, but, if the school
4 district fails to make an application on behalf of a charter
5 school, the charter school may submit its own application. The
6 following criteria shall apply to the grants:

7 (1) the amount of a grant to a school district
8 shall not exceed:

9 (a) the actual annual lease payments
10 owed for leasing classroom space for schools, including charter
11 schools, in the district; or

12 (b) seven hundred dollars (\$700)
13 multiplied by the number of MEM using the leased classroom
14 facilities; provided that in fiscal year 2009 and in each
15 subsequent fiscal year, this amount shall be adjusted by the
16 percentage change between the penultimate calendar year and the
17 immediately preceding calendar year of the consumer price index
18 for the United States, all items, as published by the United
19 States department of labor;

20 (2) a grant received for the lease payments of
21 a charter school may be used by that charter school as a state
22 match necessary to obtain federal grants pursuant to the
23 federal No Child Left Behind Act of 2001;

24 (3) at the end of each fiscal year, any
25 unexpended or unencumbered balance of the appropriation shall

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1 revert to the fund;

2 (4) no grant shall be made for lease payments
3 due pursuant to a financing agreement under which the
4 facilities may be purchased for a price that is reduced
5 according to the lease payments made unless:

6 (a) the agreement has been approved
7 pursuant to the provisions of the Public School Lease Purchase
8 Act; and

9 (b) the facilities are leased by a
10 charter school;

11 (5) if the lease payments are made pursuant to
12 a financing agreement under which the facilities may be
13 purchased for a price that is reduced according to the lease
14 payments made, neither a grant nor any provision of the Public
15 School Capital Outlay Act creates a legal obligation for the
16 school district or charter school to continue the lease from
17 year to year or to purchase the facilities nor does it create a
18 legal obligation for the state to make subsequent grants
19 pursuant to the provisions of this subsection; and

20 (6) as used in this subsection:

21 (a) "MEM" means: 1) the average
22 full-time-equivalent enrollment using leased classroom
23 facilities on the eightieth and one hundred twentieth days of
24 the prior school year; or 2) in the case of an approved charter
25 school that has not commenced classroom instruction, the

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1 estimated full-time-equivalent enrollment that will use leased
2 classroom facilities in the first year of instruction, as shown
3 in the approved charter school application; provided that,
4 after the eightieth day of the school year, the MEM shall be
5 adjusted to reflect the full-time-equivalent enrollment on that
6 date; and

7 (b) "classroom facilities" or "classroom
8 space" includes the space needed, as determined by the minimum
9 required under the statewide adequacy standards, for the direct
10 administration of school activities.

11 J. In addition to other authorized expenditures
12 from the fund, up to one percent of the average grant
13 assistance authorized from the fund during the three previous
14 fiscal years may be expended in each fiscal year by the public
15 school facilities authority to pay the state fire marshal, the
16 construction industries division of the regulation and
17 licensing department and local jurisdictions having authority
18 from the state to permit and inspect projects for expenditures
19 made to permit and inspect projects funded in whole or in part
20 under the Public School Capital Outlay Act. The public school
21 facilities authority may enter into contracts with the state
22 fire marshal, the construction industries division or the
23 appropriate local authorities to carry out the provisions of
24 this subsection. Such a contract may provide for initial
25 estimated payments from the fund prior to the expenditures if

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1 the contract also provides for additional payments from the
2 fund if the actual expenditures exceed the initial payments and
3 for repayments back to the fund if the initial payments exceed
4 the actual expenditures. Money distributed from the fund to
5 the state fire marshal or the construction industries division
6 pursuant to this subsection shall be used to supplement, rather
7 than supplant, appropriations to those entities.

8 K. Pursuant to guidelines established by the
9 council, allocations from the fund may be made to assist school
10 districts in developing and updating five-year facilities plans
11 required by the Public School Capital Outlay Act; provided
12 that:

13 (1) no allocation shall be made unless the
14 council determines that the school district is willing and able
15 to pay the portion of the total cost of developing or updating
16 the plan that is not funded with the allocation from the fund.
17 Except as provided in Paragraph (2) of this subsection, the
18 portion of the total cost to be paid with the allocation from
19 the fund shall be determined pursuant to the methodology in
20 Paragraph (5) of Subsection B of Section 22-24-5 NMSA 1978; or

21 (2) the allocation from the fund may be used
22 to pay the total cost of developing or updating the plan if:

23 (a) the school district has fewer than
24 an average of six hundred full-time-equivalent students on the
25 eightieth and one hundred twentieth days of the prior school

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1 year; or

2 (b) the school district meets all of the
3 following requirements: 1) the school district has fewer than
4 an average of one thousand full-time-equivalent students on the
5 eightieth and one hundred twentieth days of the prior school
6 year; 2) the school district has at least seventy percent of
7 its students eligible for free or reduced-fee lunch; 3) the
8 state share of the total cost, if calculated pursuant to the
9 methodology in Paragraph (5) of Subsection B of Section 22-24-5
10 NMSA 1978, would be less than fifty percent; and 4) for all
11 educational purposes, the school district has a residential
12 property tax rate of at least seven dollars (\$7.00) on each one
13 thousand dollars (\$1,000) of taxable value, as measured by the
14 sum of all rates imposed by resolution of the local school
15 board plus rates set to pay interest and principal on
16 outstanding school district general obligation bonds.

17 L. Upon application by a school district,
18 allocations from the fund may be made by the council for the
19 purpose of demolishing abandoned school district facilities,
20 provided that:

21 (1) the costs of continuing to insure an
22 abandoned facility outweigh any potential benefit when and if a
23 new facility is needed by the school district;

24 (2) there is no practical use for the
25 abandoned facility without the expenditure of substantial

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1 renovation costs; and

2 (3) the council may enter into an agreement
3 with the school district under which an amount equal to the
4 savings to the district in lower insurance premiums are used to
5 reimburse the fund fully or partially for the demolition costs
6 allocated to the district.

7 M. Up to ten million dollars (\$10,000,000) of the
8 fund may be expended each year in fiscal years 2014 through
9 2019 for an education technology infrastructure deficiency
10 corrections initiative pursuant to Section 4 of this 2014 act;
11 provided that funding allocated pursuant to this section shall
12 be expended within two years of its allocation."

13 SECTION 3. Section 22-24-5 NMSA 1978 (being Laws 1975,
14 Chapter 235, Section 5, as amended) is amended to read:

15 "22-24-5. PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS--
16 APPLICATION--GRANT ASSISTANCE.--

17 A. Applications for grant assistance, approval of
18 applications, prioritization of projects and grant awards shall
19 be conducted pursuant to the provisions of this section.

20 B. Except as provided in Sections 22-24-4.3,
21 22-24-5.4 and 22-24-5.6 NMSA 1978, the following provisions
22 govern grant assistance from the fund for a public school
23 capital outlay project not wholly funded pursuant to Section
24 22-24-4.1 NMSA 1978:

25 (1) all school districts are eligible to apply

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1 for funding from the fund, regardless of percentage of
2 indebtedness;

3 (2) priorities for funding shall be determined
4 by using the statewide adequacy standards developed pursuant to
5 Subsection C of this section; provided that:

6 (a) the council shall apply the
7 standards to charter schools to the same extent that they are
8 applied to other public schools;

9 (b) the council shall adopt and apply
10 adequacy standards appropriate to the unique needs of the
11 constitutional special schools; and

12 (c) in an emergency in which the health
13 or safety of students or school personnel is at immediate risk
14 or in which there is a threat of significant property damage,
15 the council may award grant assistance for a project using
16 criteria other than the statewide adequacy standards;

17 (3) the council shall establish criteria to be
18 used in public school capital outlay projects that receive
19 grant assistance pursuant to the Public School Capital Outlay
20 Act. In establishing the criteria, the council shall consider:

21 (a) the feasibility of using design,
22 build and finance arrangements for public school capital outlay
23 projects;

24 (b) the potential use of more durable
25 construction materials that may reduce long-term operating

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1 costs;

2 (c) concepts that promote efficient but
3 flexible utilization of space; and

4 (d) any other financing or construction
5 concept that may maximize the dollar effect of the state grant
6 assistance;

7 (4) no more than ten percent of the combined
8 total of grants in a funding cycle shall be used for
9 retrofitting existing facilities for technology infrastructure;

10 (5) except as provided in Paragraph (6), (8),
11 (9) or (10) of this subsection, the state share of a project
12 approved and ranked by the council shall be funded within
13 available resources pursuant to the provisions of this
14 paragraph. No later than May 1 of each calendar year, a value
15 shall be calculated for each school district in accordance with
16 the following procedure:

17 (a) the final prior year net taxable
18 value for a school district divided by the MEM for that school
19 district is calculated for each school district;

20 (b) the final prior year net taxable
21 value for the whole state divided by the MEM for the state is
22 calculated;

23 (c) excluding any school district for
24 which the result calculated pursuant to Subparagraph (a) of
25 this paragraph is more than twice the result calculated

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1 pursuant to Subparagraph (b) of this paragraph, the results
2 calculated pursuant to Subparagraph (a) of this paragraph are
3 listed from highest to lowest;

4 (d) the lowest value listed pursuant to
5 Subparagraph (c) of this paragraph is subtracted from the
6 highest value listed pursuant to that subparagraph;

7 (e) the value calculated pursuant to
8 Subparagraph (a) of this paragraph for the subject school
9 district is subtracted from the highest value listed in
10 Subparagraph (c) of this paragraph;

11 (f) the result calculated pursuant to
12 Subparagraph (e) of this paragraph is divided by the result
13 calculated pursuant to Subparagraph (d) of this paragraph;

14 (g) the sum of the property tax mill
15 levies for the prior tax year imposed by each school district
16 on residential property pursuant to Chapter 22, Article 18 NMSA
17 1978, the Public School Capital Improvements Act, the Public
18 School Buildings Act, the Education Technology Equipment Act
19 and Paragraph (2) of Subsection B of Section 7-37-7 NMSA 1978
20 is calculated for each school district;

21 (h) the lowest value calculated pursuant
22 to Subparagraph (g) of this paragraph is subtracted from the
23 highest value calculated pursuant to that subparagraph;

24 (i) the lowest value calculated pursuant
25 to Subparagraph (g) of this paragraph is subtracted from the

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1 value calculated pursuant to that subparagraph for the subject
2 school district;

3 (j) the value calculated pursuant to
4 Subparagraph (i) of this paragraph is divided by the value
5 calculated pursuant to Subparagraph (h) of this paragraph;

6 (k) if the value calculated for a
7 subject school district pursuant to Subparagraph (j) of this
8 paragraph is less than five-tenths, then, except as provided in
9 Subparagraph (n) or (o) of this paragraph, the value for that
10 school district equals the value calculated pursuant to
11 Subparagraph (f) of this paragraph;

12 (l) if the value calculated for a
13 subject school district pursuant to Subparagraph (j) of this
14 paragraph is five-tenths or greater, then that value is
15 multiplied by five-hundredths;

16 (m) if the value calculated for a
17 subject school district pursuant to Subparagraph (j) of this
18 paragraph is five-tenths or greater, then the value calculated
19 pursuant to Subparagraph (l) of this paragraph is added to the
20 value calculated pursuant to Subparagraph (f) of this
21 paragraph. Except as provided in Subparagraph (n) or (o) of
22 this paragraph, the sum equals the value for that school
23 district;

24 (n) in those instances in which the
25 calculation pursuant to Subparagraph (k) or (m) of this

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1 paragraph yields a value less than one-tenth, one-tenth shall
2 be used as the value for the subject school district;

3 (o) in those instances in which the
4 calculation pursuant to Subparagraph (k) or (m) of this
5 paragraph yields a value greater than one, one shall be used as
6 the value for the subject school district;

7 (p) except as provided in Section
8 22-24-5.7 NMSA 1978 and except as adjusted pursuant to
9 Paragraph (6), (8), (9) or (10) of this subsection, the amount
10 to be distributed from the fund for an approved project shall
11 equal the total project cost multiplied by a fraction the
12 numerator of which is the value calculated for the subject
13 school district in the current year plus the value calculated
14 for that school district in each of the two preceding years and
15 the denominator of which is three; and

16 (q) as used in this paragraph: 1) "MEM"
17 means the average full-time-equivalent enrollment of students
18 attending public school in a school district on the eightieth
19 and one hundred twentieth days of the prior school year; 2)
20 "total project cost" means the total amount necessary to
21 complete the public school capital outlay project less any
22 insurance reimbursement received by the school district for the
23 project; and 3) in the case of a state-chartered charter school
24 that has submitted an application for grant assistance pursuant
25 to this section, the "value calculated for the subject school

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1 district" means the value calculated for the school district in
2 which the state-chartered charter school is physically located;

3 (6) the amount calculated pursuant to
4 Subparagraph (p) of Paragraph (5) of this subsection shall be
5 reduced by the following procedure:

6 (a) the total of all legislative
7 appropriations made after January 1, 2003 for nonoperating
8 purposes either directly to the subject school district or to
9 another governmental entity for the purpose of passing the
10 money through directly to the subject school district, and not
11 rejected by the subject school district, is calculated;
12 provided that: 1) an appropriation made in a fiscal year shall
13 be deemed to be accepted by a school district unless, prior to
14 June 1 of that fiscal year, the school district notifies the
15 department of finance and administration and the public
16 education department that the district is rejecting the
17 appropriation; 2) the total shall exclude any ~~[educational]~~
18 education technology appropriation made prior to January 1,
19 2005 unless the appropriation was on or after January 1, 2003
20 and not previously used to offset distributions pursuant to the
21 Technology for Education Act; 3) the total shall exclude any
22 appropriation previously made to the subject school district
23 that is reauthorized for expenditure by another recipient;
24 4) the total shall exclude one-half of the amount of any
25 appropriation made or reauthorized after January 1, 2007 if the

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1 purpose of the appropriation or reauthorization is to fund, in
2 whole or in part, a capital outlay project that, when
3 prioritized by the council pursuant to this section either in
4 the immediately preceding funding cycle or in the current
5 funding cycle, ranked in the top one hundred fifty projects
6 statewide; 5) the total shall exclude the proportionate share
7 of any appropriation made or reauthorized after January 1, 2008
8 for a capital project that will be jointly used by a
9 governmental entity other than the subject school district.
10 Pursuant to criteria adopted by rule of the council and based
11 upon the proposed use of the capital project, the council shall
12 determine the proportionate share to be used by the
13 governmental entity and excluded from the total; and 6) unless
14 the grant award is made to the state-chartered charter school
15 or unless the appropriation was previously used to calculate a
16 reduction pursuant to this paragraph, the total shall exclude
17 appropriations made after January 1, 2007 for nonoperating
18 purposes of a specific state-chartered charter school,
19 regardless of whether the charter school is a state-chartered
20 charter school at the time of the appropriation or later opts
21 to become a state-chartered charter school;

22 (b) the applicable fraction used for the
23 subject school district and the current calendar year for the
24 calculation in Subparagraph (p) of Paragraph (5) of this
25 subsection is subtracted from one;

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1 (c) the value calculated pursuant to
2 Subparagraph (a) of this paragraph for the subject school
3 district is multiplied by the amount calculated pursuant to
4 Subparagraph (b) of this paragraph for that school district;

5 (d) the total amount of reductions for
6 the subject school district previously made pursuant to
7 Subparagraph (e) of this paragraph for other approved public
8 school capital outlay projects is subtracted from the amount
9 calculated pursuant to Subparagraph (c) of this paragraph; and

10 (e) the amount calculated pursuant to
11 Subparagraph (p) of Paragraph (5) of this subsection shall be
12 reduced by the amount calculated pursuant to Subparagraph (d)
13 of this paragraph;

14 (7) as used in this subsection:

15 (a) "governmental entity" includes an
16 Indian nation, tribe or pueblo; and

17 (b) "subject school district" means the
18 school district that has submitted the application for funding
19 and in which the approved public school capital outlay project
20 will be located;

21 (8) the amount calculated pursuant to
22 Subparagraph (p) of Paragraph (5) of this subsection, after any
23 reduction pursuant to Paragraph (6) of this subsection, may be
24 increased by an additional five percent if the council finds
25 that the subject school district has been exemplary in

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1 implementing and maintaining a preventive maintenance program.
2 The council shall adopt such rules as are necessary to
3 implement the provisions of this paragraph;

4 (9) the council may adjust the amount of local
5 share otherwise required if it determines that a school
6 district has ~~[used]~~ made a good-faith effort to use all of its
7 local resources. Before making any adjustment to the local
8 share, the council shall consider whether:

9 (a) the school district has insufficient
10 bonding capacity over the next four years to provide the local
11 match necessary to complete the project and, for all
12 educational purposes, has a residential property tax rate of at
13 least ten dollars (\$10.00) on each one thousand dollars
14 (\$1,000) of taxable value, as measured by the sum of all rates
15 imposed by resolution of the local school board plus rates set
16 to pay interest and principal on outstanding school district
17 general obligation bonds;

18 (b) the school district: 1) has fewer
19 than an average of eight hundred full-time-equivalent students
20 on the eightieth and one hundred twentieth days of the prior
21 school year; 2) has at least seventy percent of its students
22 eligible for free or reduced-fee lunch; 3) has a share of the
23 total project cost, as calculated pursuant to provisions of
24 this section, that would be greater than fifty percent; and 4)
25 for all educational purposes, has a residential property tax

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1 rate of at least seven dollars (\$7.00) on each one thousand
2 dollars (\$1,000) of taxable value, as measured by the sum of
3 all rates imposed by resolution of the local school board plus
4 rates set to pay interest and principal on outstanding school
5 district general obligation bonds; or

6 (c) the school district: 1) has an
7 enrollment growth rate over the previous school year of at
8 least two and one-half percent; 2) pursuant to its five-year
9 facilities plan, will be building a new school within the next
10 two years; and 3) for all educational purposes, has a
11 residential property tax rate of at least ten dollars (\$10.00)
12 on each one thousand dollars (\$1,000) of taxable value, as
13 measured by the sum of all rates imposed by resolution of the
14 local school board plus rates set to pay interest and principal
15 on outstanding school district general obligation bonds;

16 (10) the local match for the constitutional
17 special schools shall be set at fifty percent for projects that
18 qualify under the educational adequacy category and one hundred
19 percent for projects that qualify in the support spaces
20 category; provided that the council may adjust or waive the
21 amount of any direct appropriation offset to or local share
22 required for the constitutional special schools if an applicant
23 constitutional special school has insufficient or no local
24 resources available; and

25 (11) no application for grant assistance from

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1 the fund shall be approved unless the council determines that:

2 (a) the public school capital outlay
3 project is needed and included in the school district's five-
4 year facilities plan among its top priorities;

5 (b) the school district has used its
6 capital resources in a prudent manner;

7 (c) the school district has provided
8 insurance for buildings of the school district in accordance
9 with the provisions of Section 13-5-3 NMSA 1978;

10 (d) the school district has submitted a
11 five-year facilities plan that includes: 1) enrollment
12 projections; 2) a current preventive maintenance plan that has
13 been approved by the council pursuant to Section 22-24-5.3 NMSA
14 1978 and that is followed by each public school in the
15 district; 3) the capital needs of charter schools located in
16 the school district; and 4) projections for the facilities
17 needed in order to maintain a full-day kindergarten program;

18 (e) the school district is willing and
19 able to pay any portion of the total cost of the public school
20 capital outlay project that, according to Paragraph (5), (6),
21 (8) or (9) of this subsection, is not funded with grant
22 assistance from the fund; provided that school district funds
23 used for a project that was initiated after September 1, 2002
24 when the statewide adequacy standards were adopted, but before
25 September 1, 2004 when the standards were first used as the

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1 basis for determining the state and school district share of a
2 project, may be applied to the school district portion required
3 for that project;

4 (f) the application includes the capital
5 needs of any charter school located in the school district or
6 the school district has shown that the facilities of the
7 charter school have a smaller deviation from the statewide
8 adequacy standards than other district facilities included in
9 the application; and

10 (g) the school district has agreed, in
11 writing, to comply with any reporting requirements or
12 conditions imposed by the council pursuant to Section 22-24-5.1
13 NMSA 1978.

14 C. After consulting with the public school capital
15 outlay oversight task force and other experts, the council
16 shall regularly review and update statewide adequacy standards
17 applicable to all school districts. The standards shall
18 establish the acceptable level for the physical condition and
19 capacity of buildings, the educational suitability of
20 facilities and the need for ~~[technological]~~ education
21 technology infrastructure. Except as otherwise provided in the
22 Public School Capital Outlay Act, the amount of outstanding
23 deviation from the standards shall be used by the council in
24 evaluating and prioritizing public school capital outlay
25 projects.

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1 D. The acquisition of a facility by a school
2 district or charter school pursuant to a financing agreement
3 that provides for lease payments with an option to purchase for
4 a price that is reduced according to lease payments made may be
5 considered a public school capital outlay project and eligible
6 for grant assistance under this section pursuant to the
7 following criteria:

8 (1) no grant shall be awarded unless the
9 council determines that, at the time of exercising the option
10 to purchase the facility by the school district or charter
11 school, the facility will equal or exceed the statewide
12 adequacy standards and the building standards for public school
13 facilities;

14 (2) no grant shall be awarded unless the
15 school district and the need for the facility meet all of the
16 requirements for grant assistance pursuant to the Public School
17 Capital Outlay Act;

18 (3) the total project cost shall equal the
19 total payments that would be due under the agreement if the
20 school district or charter school would eventually acquire
21 title to the facility;

22 (4) the portion of the total project cost to
23 be paid from the fund may be awarded as one grant, but
24 disbursements from the fund shall be made from time to time as
25 lease payments become due;

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1 (5) the portion of the total project cost to
2 be paid by the school district or charter school may be paid
3 from time to time as lease payments become due; and

4 (6) neither a grant award nor any provision of
5 the Public School Capital Outlay Act creates a legal obligation
6 for the school district or charter school to continue the lease
7 from year to year or to purchase the facility.

8 E. In order to encourage private capital investment
9 in the construction of public school facilities, the purchase
10 of a privately owned school facility that is, at the time of
11 application, in use by a school district may be considered a
12 public school capital outlay project and eligible for grant
13 assistance pursuant to this section if the council finds that:

14 (1) at the time of the initial use by the
15 school district, the facility to be purchased equaled or
16 exceeded the statewide adequacy standards and the building
17 standards for public school facilities;

18 (2) at the time of application, attendance at
19 the facility to be purchased is at seventy-five percent or
20 greater of design capacity and the attendance at other schools
21 in the school district that the students at the facility would
22 otherwise attend is at eighty-five percent or greater of design
23 capacity; and

24 (3) the school district and the capital outlay
25 project meet all of the requirements for grant assistance

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1 pursuant to the Public School Capital Outlay Act; provided
2 that, when determining the deviation from the statewide
3 adequacy standards for the purposes of evaluating and
4 prioritizing the project, the students using the facility shall
5 be deemed to be attending other schools in the school district.

6 F. It is the intent of the legislature that grant
7 assistance made pursuant to this section allows every school
8 district to meet the standards developed pursuant to Subsection
9 C of this section; provided, however, that nothing in the
10 Public School Capital Outlay Act or the development of
11 standards pursuant to that act prohibits a school district from
12 using other funds available to the district to exceed the
13 statewide adequacy standards.

14 G. Upon request, the council shall work with, and
15 provide assistance and information to, the public school
16 capital outlay oversight task force.

17 H. The council may establish committees or task
18 forces, not necessarily consisting of council members, and may
19 use the committees or task forces, as well as existing agencies
20 or organizations, to conduct studies, conduct surveys, submit
21 recommendations or otherwise contribute expertise from the
22 public schools, programs, interest groups and segments of
23 society most concerned with a particular aspect of the
24 council's work.

25 I. Upon the recommendation of the public school

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1 facilities authority, the council shall develop building
2 standards for public school facilities and shall promulgate
3 other such rules as are necessary to carry out the provisions
4 of the Public School Capital Outlay Act.

5 J. No later than December 15 of each year, the
6 council shall prepare a report summarizing its activities
7 during the previous fiscal year. The report shall describe in
8 detail all projects funded, the progress of projects previously
9 funded but not completed, the criteria used to prioritize and
10 fund projects and all other council actions. The report shall
11 be submitted to the public education commission, the governor,
12 the legislative finance committee, the legislative education
13 study committee and the legislature."

14 SECTION 4. A new section of the Public School Capital
15 Outlay Act is enacted to read:

16 "[NEW MATERIAL] EDUCATION TECHNOLOGY INFRASTRUCTURE
17 DEFICIENCY CORRECTIONS.--

18 A. No later than September 1, 2014, the council,
19 with the advice of the public education department and the
20 department of information technology, shall define and develop:

21 (1) minimum adequacy standards for an
22 education technology infrastructure deficiency corrections
23 initiative to identify and determine reasonable costs for
24 correcting education technology infrastructure deficiencies in
25 or affecting school districts;

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1 (2) a methodology for prioritizing projects to
2 correct education technology infrastructure deficiencies in or
3 affecting school districts; and

4 (3) a methodology for determining the school
5 district's share of the project costs.

6 B. The council may approve allocations from the
7 fund pursuant to Subsection M of Section 22-24-4 NMSA 1978 and
8 this section for projects in or affecting a school district
9 committing to pay its share of the project costs. The council
10 may reduce or waive the school district's share of the project
11 costs in accordance with Paragraph (9) of Subsection B of
12 Section 22-24-5 NMSA 1978 or the methodology for determining
13 the school district's share of the project costs."

14 SECTION 5. REPEAL.--Sections 22-15A-1 through 22-15A-13
15 NMSA 1978 (being Laws 1994, Chapter 96, Sections 1 through 10,
16 Laws 2005, Chapter 222, Sections 2 and 3, and Laws 2007,
17 Chapter 292, Section 10, as amended) are repealed.

18 SECTION 6. EMERGENCY.--It is necessary for the public
19 peace, health and safety that this act take effect immediately.

ARTICLE 15A

Technology for Education

Section

- 22-15A-1 Short title.
- 22-15A-2 Definitions.
- 22-15A-3 Bureau established; chief appointed.
- 22-15A-4 Bureau duties.
- 22-15A-5 Council on technology in education; created; purpose.
- 22-15A-6 Council membership.
- 22-15A-7 Council duties.
- 22-15A-8 Educational technology fund; created.
- 22-15A-9 Educational technology fund; distribution.
- 22-15A-10 Annual report.
- 22-15A-11 Educational technology deficiencies; correction.
- 22-15A-12 Educational technology deficiency correction fund
- 22-15A-13 Obsolete computer replacement.

22-15A-1. Short title.

Chapter 22, Article 15A NMSA 1978 may be cited as the "Technology for Education Act".

History: Laws 1994, ch. 96, § 1; 2005, ch. 222, § 1.

The 2005 amendment, effective June 17, 2005, added the statutory reference of the act.

22-15A-2. Definitions.

As used in the Technology for Education Act:

- A. "bureau" means the education technology bureau in the department of education [public education department];
- B. "chief" means the chief of the bureau;
- C. "council" means the council on technology in education; and
- D. "educational technology" means tools used in the educational process that constitute learning resources and may include closed circuit television systems, educational television and radio broadcasting, cable television, satellite, copper and fiber optic transmission, computer, video and audio laser and CD ROM [CD-ROM] discs, video and audio tapes or other technologies and the training, maintenance, equipment and computer infrastructure information, techniques and tools, used to implement technology in classrooms and library and media centers.

History: Laws 1994, ch. 96, § 2.

Bracketed material. — The bracketed material was inserted by the compiler and is not a part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

22-15A-3. Bureau established; chief appointed.

A. The "education technology bureau" is created within the department of education [public education department].

B. With the approval of the state board [department], the state superintendent [secretary] shall appoint a chief of the bureau.

History: Laws 1994, ch. 96, § 3.

Bracketed material. — The bracketed material was inserted by the compiler and is not a part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

22-15A-4. Bureau duties.

In accordance with the policies and regulations of the state board [department], the bureau shall:

- A. administer the provisions of the Technology for Education Act;
- B. develop a statewide plan for the integration of educational technology into the public schools and coordinate technology-related education activities with other state agencies, the federal government, business consortia and public or private agencies or individuals;
- C. assist school districts to develop and implement a strategic, long-term plan for utilizing educational technology in the school system;
- D. upon approval of a school district's technology plan, make distributions to school districts from the educational technology fund;
- E. recommend funding mechanisms that will support the development and maintenance of an effective educational technology infrastructure in the state;
- F. promote collaboration among government, business, educational organizations and telecommunications entities to expand and improve the use of technology in education;
- G. assess and determine the educational technology needs of school districts; and
- H. provide staff support for and coordinate the activities of the council.

History: Laws 1994, ch. 96, § 4.

Bracketed material. — The bracketed material was inserted by the compiler and is not a part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

22-15A-5. Council on technology in education; created; purpose.

The "council on technology in education" is created. The council shall advise the bureau, the state board [department] and the legislature regarding the establishment of appropriate educational technology standards, technology-enhanced curricula, instruction, appropriations for educational technology and administrative resources and services for the public schools.

History: Laws 1994, ch. 96, § 5.

Bracketed material. — The bracketed material was inserted by the compiler and is not a part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

22-15A-6. Council membership.

A. The council shall be composed of seventeen members. Members shall be appointed by the state board [department] for terms of four years. As designated by the state board at the time of initial appointment, the terms of five members shall expire at the end of two years, the terms of five members shall expire at the end of three years and the terms of seven members shall expire at the end of four years.

B. When appointing members, the state board [department] shall appoint:

- (1) one member who shall have expertise in state government;
- (2) three members who shall have expertise in school district administration;
- (3) two members who shall have expertise in providing instructional services in post-secondary, technical-vocational or adult education;
- (4) three members who shall have expertise in providing instructional services in elementary or secondary schools;
- (5) two members who shall be parents of school-age children;
- (6) one member who shall be a public school secondary student;
- (7) three members who shall have expertise in educational technology; and

(8) two members at large.

C. In making appointments to the council, the state board [department] shall give due consideration to gender and ethnicity to achieve a membership representative of the geographic and cultural diversity of New Mexico.

D. Members of the council shall elect a chairman from among the membership. The council shall meet at the call of the chairman not less than quarterly.

E. Members of the council shall receive per diem and mileage pursuant to the provisions of the Per Diem and Mileage Act [10-8-1 through 10-8-8 NMSA 1978] but shall receive no other compensation, perquisite or allowance.

History: Laws 1994, ch. 96, § 6.

Bracketed material. — The bracketed material was inserted by the compiler and is not a part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

22-15A-7. Council duties.

The council shall:

A. advise the bureau on implementation of the provisions of the Technology for Education Act;

B. work with the bureau to conduct periodic assessments of the need for educational technology in the public school system to support on-site and distance learning and make recommendations to the department on how to meet those needs;

C. promote the collaborative development and implementation of educational technologies, projects and practices to enhance on-site and distance learning instruction capabilities;

D. develop and recommend to the department a statewide plan to infuse educational technology into the public school system in support of state and national education goals, including a statewide cyber academy plan that states short- and long-range goals for distance learning; and

E. provide assistance to the bureau in review of school district technology plans to support on-site and distance learning.

History: Laws 1994, ch. 96, § 7; 2007, ch. 292, § 8.

The 2007 amendment, effective June 15, 2007, required the council to support on-site and distance learning, and to develop and recommend a statewide cyber academy plan. Laws 2007, ch. 292, § 8

enacted identical amendments to this section. The section was set out as amended by Laws 2007, ch. 293, § 8. See 12-1-8 NMSA 1978.

22-15A-8. Educational technology fund; created.

The "educational technology fund" is created in the state treasury. Money in the fund is appropriated to the department of education [public education department] for the purpose of implementing the provisions of the Technology for Education Act. Money in the fund shall be distributed in the manner provided in the Technology for Education Act. Money in the fund shall only be expended pursuant to warrants issued by the department of finance and administration pursuant to vouchers signed by the chief or the state superintendent [secretary]. Money in the fund shall not revert at the end of the fiscal year but shall remain to the credit of the fund.

History: Laws 1994, ch. 96, § 8.

Bracketed material. — The bracketed material was inserted by the compiler and is not part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

22-15A-9. Educational technology fund; distribution.

A. Upon annual review and approval of a school district's educational technology plan, the bureau shall determine a separate distribution from the educational technology fund for each school district.

B. On or before July 31 of each year, the bureau shall distribute money in the educational technology fund directly to each school district in an amount equal to ninety percent of the school district's estimated adjusted entitlement calculated pursuant to Subsection C of this section. A school district's unadjusted entitlement is that portion of the total amount of the annual appropriation that the projected membership bears to the projected membership of the state. Kindergarten membership shall be calculated on a one-half full-time-equivalent basis.

C. A school district's estimated adjusted entitlement shall be calculated by the bureau using the following procedure:

(1) a base allocation is calculated by multiplying the total annual appropriation by seventy-five thousandths percent;

(2) the estimated adjusted entitlement amount for a school district whose unadjusted entitlement is at or below the base allocation shall be equal to the base allocation. For a school district whose unadjusted entitlement is higher than the base allocation, the estimated adjusted entitlement shall be calculated pursuant to Paragraphs (3) through (6) of this subsection;

(3) the total projected membership in those school districts that will receive the base allocation pursuant to Paragraph (2) of this subsection is subtracted from the total projected state membership;

(4) the total of the estimated adjusted entitlement amounts that will be distributed to those school districts receiving the base allocation pursuant to Paragraph (2) of this subsection is subtracted from the total appropriation;

(5) the projected membership for the district is divided by the result calculated pursuant to Paragraph (3) of this subsection; and

(6) the estimated adjusted entitlement amount for the school district equals the number calculated pursuant to Paragraph (5) of this subsection multiplied by the value calculated pursuant to Paragraph (4) of this subsection.

D. On or before January 30 of each year, the bureau shall recompute each adjusted entitlement using the final funded membership for that year and, without making any additional reductions, shall allocate the balance of the annual appropriation adjusting for any over- or under-projection of membership.

E. A school district receiving funding pursuant to the Technology for Education Act is responsible for the purchase, distribution, use and maintenance of educational technology.

F. As used in this section, "membership" means the total enrollment of qualified students, as defined in the Public School Finance Act [Chapter 22, Article 8 NMSA 1978], on the current roll of class or school on a specified day. The current roll is established by the addition of original entries and reentries minus withdrawals. Withdrawal of students, in addition to students formally withdrawn from the public school, includes students absent from the public school for as many as ten consecutive school days.

History: Laws 1994, ch. 96, § 9; 2000, ch. 89, § 1; 2003, ch. 147, § 11; 2004, ch. 125, § 5; 2005, ch. 274, § 3.

The 2005 amendment, effective April 6, 2005, in Subsection C(6), provided that the estimated adjusted entitlement amount for the school district equals the number calculated pursuant to Subsection C(5) multiplied by the value calculated pursuant to Subsection C(6); and deleted former Subsections C(7) through (13).

The 2004 amendment, effective May 19, 2004, amended Subsection C to rewrite Paragraph (7) to substitute for "legislative council service" the "department of finance and administration" and to add at the end of the paragraph "An appropriation made in a fiscal year shall be deemed to be accepted by a school district unless, prior to July 15 of the fiscal year following the appropriation, the district notifies the department of finance and administration and the public education department that the district is rejecting the appropriation" and to amend Paragraph (10) to substitute "the immediately two preceding" for "prior" preceding "fiscal years".

The 2003 amendment, effective April 4, 2003, rewrote Subsection C and inserted "without making any additional reductions" preceding "shall allocate" in Subsection D.

The 2000 amendment, effective May 17, 2000, in Subsection B, inserted "adjusted" following "district's estimated", substituted "calculated pursuant to Subsection C of this section" for "as determined by the projected membership for the school year" in the first sentence and inserted "unadjusted" following "school district's" in the second sentence; added present Subsection C and redesignated the remaining subsections accordingly; and inserted "adjusted" preceding "entitlement" in present Subsection D.

22-15A-10. Annual report.

Annually, at a time specified by the department of education [public education department], each school district receiving distributions from the educational technology fund shall file a report with the department of education [public education department] regarding distributions received, direct legislative appropriations for educational technology made and not rejected, expenditures made and educational technology obtained by the district and such other related information as may be required by the department of education [public education department].

History: Laws 1994, ch. 96, § 10; 2003, ch. 147, § 12.

Bracketed material. — The bracketed material was inserted by the compiler and is not part of the law.

Laws 2004, ch. 25, § 27, provided that all references to the superintendent of public instruction shall be deemed references to the secretary of public education and all references to the former state board of education or state department of education shall be deemed references to the public education department. See 9-24-15 NMSA 1978.

The 2003 amendment, effective April 4, 2003, substituted "each school district" for "each local school district" and inserted "direct legislative appropriations for educational technology made and not rejected" following "distributions received".

22-15A-11. Educational technology deficiencies; correction.

A. No later than September 1, 2005, the bureau, with the advice of the council and the office of the chief information officer, shall define and develop minimum educational technology adequacy standards to supplement the adequacy standards developed by the public school capital outlay council for school districts to use to identify outstanding serious deficiencies in educational technology infrastructure.

B. A school district shall use the standards to complete a self-assessment of the outstanding educational technology deficiencies within the school district and provide cost projections to correct the outstanding deficiencies.

C. The bureau shall develop a methodology for prioritizing projects that will correct the deficiencies.

D. After a public hearing and to the extent that money is available in the educational technology deficiency correction fund, the bureau shall approve allocations from the fund on the established priority basis and, working with the school district and pursuant to the Procurement

Code [13-1-28 through 13-1-199 NMSA 1978], enter into contracts to correct the deficiencies.

E. No allocation shall be made pursuant to this section unless:

- (1) the method for prioritizing projects developed by the bureau has been reviewed and approved by the council;
- (2) the school district has agreed to consult and coordinate with the public school facilities authority before installing any educational technology infrastructure;
- (3) the council has approved the proposed allocation; and
- (4) for the 2009 and subsequent fiscal years, the initial assessment required in the Technology for Education Act has been verified by an independent third party as determined in consultation with the public school capital outlay council.

F. In entering into contracts to correct deficiencies pursuant to this section, the bureau shall include such terms and conditions as necessary to ensure that the state money is expended in the most prudent manner possible consistent with the original purpose.

History: Laws 2005, ch. 222, § 2; 2007, ch. 290, § 23; 2007, ch. 292, § 9; 2007, ch. 293, § 9; 2007, ch. 294, § 1.

2007 Multiple Amendments. — Laws 2007, ch. 290, § 23, Laws 2007, ch. 292, § 9, Laws 2007, ch. 293, § 9 and Laws 2007, ch. 294, § 1 all enacted amendments to this section. Pursuant to 12-1-8 NMSA 1978, Laws 2007, ch. 294, § 1, as the last act signed by the governor, has been compiled into the NMSA as set out above. Laws 2007, ch. 290, § 23, Laws 2007, ch. 292, § 9 and Laws 2007, ch. 293, § 9, while not compiled pursuant to 12-1-8 NMSA 1978, are set out below.

Laws 2007, ch. 294, § 1 [set out above], effective July 1, 2007, added Subsection E and relettered former Subsection E as F.

Laws 2007, ch. 290, § 23 [set out below], effective July 1, 2007, provided:

"22-15A-11. Educational technology deficiencies; correction.--

A. No later than September 1, 2005, the bureau, with the advice of the council and the secretary of information technology, shall define and develop minimum educational technology adequacy standards to supplement the adequacy standards developed by the public school capital outlay council, for school districts to use to identify outstanding serious deficiencies in educational technology infrastructure.

B. A school district shall use the standards to complete a self-assessment of the outstanding educational technology deficiencies within the school district and provide cost projections to correct the outstanding deficiencies.

C. The bureau shall develop a methodology for prioritizing projects that will correct the deficiencies.

D. After a public hearing and to the extent that money is available in the educational technology deficiency correction fund, the bureau shall approve allocations from the fund on the established priority basis and, working with the school district and pursuant to the Procurement Code, enter into contracts to correct the deficiencies.

E. In entering into contracts to correct deficiencies pursuant to this section, the bureau shall include

such terms and conditions as necessary to ensure that the state money is expended in the most prudent manner possible consistent with the original purpose."

Laws 2007, ch. 292, § 9 and Laws 2007, ch. 293, § 9 [set out below], effective June 15, 2007, enacted identical amendments and provided:

"22-15A-11. Educational technology deficiencies; correction.--

A. No later than September 1, 2005, the bureau, with the advice of the council and the office of the chief information officer, shall define and develop minimum educational technology adequacy standards to supplement the adequacy standards developed by the public school capital outlay council for school districts to use to identify outstanding serious deficiencies in educational technology infrastructure.

B. A school district shall use the standards to complete a self-assessment of the outstanding educational technology deficiencies within the school district and provide cost projections to correct the outstanding deficiencies.

C. The bureau shall develop a methodology for prioritizing projects that will correct the deficiencies.

D. After a public hearing and to the extent that money is available in the educational technology deficiency correction fund, the bureau shall approve allocations from the fund on the established priority basis and, working with the school district and pursuant to the Procurement Code, enter into contracts to correct the deficiencies.

E. No allocation shall be made pursuant to this section unless:

- (1) the method for prioritizing projects developed by the bureau has been reviewed and approved by the council;
- (2) the school district has agreed to consult and coordinate with the public school facilities authority before installing any educational technology infrastructure;
- (3) the council has approved the proposed allocation; and
- (4) for the 2009 and subsequent fiscal years, the initial assessment required in the Technology for Education Act has been verified by an independent third party as determined in consultation with the public school capital outlay council.

F. In entering into contracts to correct deficiencies pursuant to this section, the bureau shall include such terms and conditions as necessary to ensure that the state money is expended in the most prudent manner possible consistent with the original purpose."

22-15A-12. Educational technology deficiency correction fund

The "educational technology deficiency correction fund" is created in the state treasury. The fund shall consist of money appropriated, distributed or transferred to the fund by law. Earnings from investment of the fund shall be credited to the fund. Money in the fund is appropriated to the education technology bureau for the purpose of making allocations to correct educational technology deficiencies pursuant to Section 22-15A-11 NMSA 1978. Except as otherwise provided, any unexpended or unencumbered balance remaining at the end of a fiscal year shall not revert. Disbursements from the fund shall be made upon warrants drawn by the secretary of finance and administration pursuant to vouchers signed by the chief of the education technology bureau.

VIII. DIRECTORS REPORT

- A. PSCOC Project Status Report
- B. Master Plan Project Status Report
- C. Lease Assistance Report
- D. Maintenance Program Status
- E. Standard Lease
- F. Proposed 2014-2015 Workplan/Timeline

Item No. VIII. A.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: PSCOC Project Status Report

III. Name of Presenter(s): Pat McMurray, Senior Facilities Manager

IV. Proposed Motion:

Informational item.

V. Executive Summary:

Status Report of various projects through the stages of project development including, Programming, Planning & Design and the Construction Phase.

- 7 projects in the development of their educational specifications
- 25 projects in the planning & design phase
- 38 projects in construction
- 24 new (2013-2014) awarded projects starting; 18 of 24 MOU's returned and approved in e-Builder.

Socorro P12-011 San Antonio ES Received written authorization from BLM to continue the design of the project utilizing the selected site including the additional property. The district will issue an RFP for Design Professional 1-3-14 District has funding in place.

Zuni Dowa Yalanne ES & A:Shiwi ES RFP for Design Professional was published 11-4-2013 with proposals due 12-12-2013. Lease was signed by school board and tribal council on 11-13-2013.

PSCOC Project Status Report Definitions

Project Management Report

Project Schedule Phase (PP DD C FC PC) shows the current percentage of completion within each phase of the projects development and the time remaining in months allowed for that phase to be completed. The percent completed shown in each Project Schedule Phase is NOT a direct correlation to the amounts shown on the financial section (State Share, Committed or Expended).

	Non Applicable
	On Schedule
	Behind Schedule 30 days
	Behind Schedule 60 days

PP	DD	C	FC	PC
				
0 mo.	3 mo.	12 mo.	20 mo.	32 mo.

Project phases

PP = Project Planning - Developing RFP/Contracts for Ed Spec Writer, Development and Approval of Ed Spec.
DD = Design Development - Project design development through construction Documents (plans and specs, bidding/proposal phase)
C = Construction - Project Under Construction
FC = Final Completion - All closeout documentation submitted and approved. Final payment approved.
PC = Project Closeout - 11 month correction period completed. Financial closeout completed.

PP = Project Planning In this phase an Ed Spec consultant is procured develop as Educational Specification. This process will typically take 3 to 6 months depending on size and scope and will have 3 community meetings (include student, parents, administrators, teachers, community/business members and PSFA).

DD = Design Development In this phase the Design Professional is selected. The Design is broken into 4 sub phases:

- 1) Programming (PD) Program follows completion of educational programming and affirms the overall project budget, the MACC portion of the budget, and establishes the goals, facts, regulations, conditions and concepts that bound the Project and describe such information as to who this project serves the needs of the school(s) and district.
- 2) Schematic Design (SD) Begins to define the project giving a Preliminary Project Description that clearly indicates the extent and relationship of the project components. As well as the proposed building type, and proposed mechanical and electrical systems.
- 3) Design Development (DD) At this stage of design the size and character of the entire project should be approximately 60% complete. The Project Manual and plan documents with elements, such as civil, structural, mechanical and electrical systems, special systems including alarms, fire protection systems, roofs, walls, and floors are fully developed and lacking only specific installation details required to construct.
- 4) Construction Documents (CD) At the completion of this final stage the project is 100% designed and has been submitted and approved for permit.

GC Selection – The owner procures the General Contractor for the Project. Includes time for advisement, and depending on procurement method chosen would include time for construction committee review and interviews.

C = Construction Contractor starts construction within 10 days of the Notice to proceed given by the owner. The construction services includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the results indicated by the Contract Documents. This phase will end at substantial completion when the project is complete except for minor items so that the Owner can completely occupy or fully utilize the project for its intended use.

FC = Final Completion Starts at Substantial Completion and includes the Punch list and Closeout stage of a project. The Punch list is all incomplete and non-compliant Work to be completed or corrected prior to final payment. At Closeout the Contractors submits the final requirement to complete the job. Example include: Building Code Approvals and other code certifications, Substantial Completion documents, Punch Lists, Warranties, O&M Manuals, Training Sign-off, Extra Stock Sign-off, Final Completion documents, and Equipment inventory information as required in Division 01.

PC = Project Closeout Starts the date of the Substantial Completion and typically takes 18 months. This includes the 11 warranty/correction period, Post Occupancy Evaluation and Financial closeout as agreed to in the Memorandum of Understanding (MOU) with the district.

PSCOC Project Status Report Definitions

Project Schedule

Below is an example of a specific project showing the Overall Project Schedule. This information serves as the baseline for determining the project status (on schedule or behind schedule) as shown each month on the project status report.

Project Status Report	#	Task Name	Duration	Start	Finish	% Complete
	1	Overall Project Schedule	1001d	11.01.2012	09.01.2016	21%
PP = Project Planning	2	EdSpec	248d	11.01.2012	10.14.2013	99%
	3	EdSpec Selection	66d	11.01.2012	01.31.2013	100%
	4	EdSpec Design	182d	02.01.2013	10.14.2013	98%
	5	Project Development	45d	07.01.2013	08.30.2013	10%
	6	A/E Selection	45d	07.01.2013	08.30.2013	10%
DD = Design Development	7	Design Development	130d	09.01.2013	02.28.2014	0%
	8	PD	10d	09.01.2013	09.13.2013	0%
	9	SD	21d	09.15.2013	10.14.2013	0%
	10	DD	34d	10.15.2013	11.29.2013	0%
	11	CD	22d	12.01.2013	12.31.2013	0%
	12	GC Selection	43d	01.01.2014	02.28.2014	0%
C = Construction	13	Construction	260d	03.01.2014	02.27.2015	0%
	14	Contractor NTP	10d	03.01.2014	03.14.2014	0%
	15	Construction (Based on NTP and Substantial Completion)	250d	03.15.2014	02.27.2015	0%
FC = Final Completion	16	Substantial Completion	110d	03.01.2015	07.31.2015	0%
	17	Punchlist	66d	03.01.2015	06.01.2015	0%
	18	Closeout	44d	06.02.2015	07.31.2015	0%
PC = Project Closeout	19	Correction Period	394d	03.01.2015	09.01.2016	0%
	20	Warranty Review	241d	03.01.2015	02.01.2016	0%

Manager Report

Educational Specifications final document provided for review to DR and PSFA on 10/8/13. Ed Spec planner to present Ed Specs at 11/21/13 school board work session.

Manager Report is a brief overview of the current status of the project given by the Regional Manager. Any major issues that may potentially affect the schedule or the overall cost of the project is also reported.

Financial Project Report

State Share	COMMITTED	EXPENDED	BALANCE
\$81,193.00	\$38,054.12	\$0.00	\$43,138.88

State Share = State funds awarded to the project to date.

Committed = Amount of State funds with an assigned Purchase Order and under Contract.

Expended = Amount paid out of committed funds.

Balance = Is the State Share minus the Committed. This includes project contingency and budgeted items not

PSCOC Project Status Report

11/26/2013

Non Applicable

On Schedule

Behind Schedule

Behind Schedule, No Progress

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School District	Project #	Project Name	PP	DD	C	FC	PC	Manager Report	State Share	COMMITTED	EXPENDED	BALANCE
Alamogordo	R14-001	R14-001 Alamogordo-High Rolls ES	0%	0%	0%	0%	0%	The MOU has been submitted in e-Builder and will get signed by 11-01-13. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$149,100.00	\$0.00	\$0.00	\$149,100.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Alamogordo Public Schools	K13-007	K13-007 Yucca Elementary Pre-Kindergarten Classroom	0%	95%	0%	0%	0%	This project schedule will adhere to that of P11-001 (APSD Yucca ES renovation), which is in RFP for construction selection. Construction will be delayed until near substantial completion of P11-002 (APSD new ES). Substantial completion of P11-002 is currently expected on 11-06-14.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	1 mo.	14 mo.	5 mo.	18 mo.					
Alamogordo Public Schools	P11-001	P11-001 Yucca Elementary School Renovation	0%	95%	0%	0%	0%	95% CDs will be held until 11-2013 to allow for development of P11-002 (new ES). P11-002 has a 08-06-13 to 11-06-14 construction phase. This project has a 05-13-14 to 08-17-15 construction phase. First six months will be exterior renovation to be done while Yucca ES is occupied.	\$266,056.00	\$122,513.08	\$84,079.83	\$143,542.92
			0 mo.	1 mo.	14 mo.	5 mo.	18 mo.					
Alamogordo Public Schools	P11-002	P11-002 Yucca Elementary (New School)	0%	100%	1%	0%	0%	Notice to proceed was issued on 10-08-13. The project has 440 calendar days per the GC Agreement. Thus, the substantial completion date shall be 12-22-14. Construction is 1.36% complete as of 11-2013.	\$8,882,717.00	\$7,277,136.32	\$553,714.85	\$1,605,580.68
			0 mo.	0 mo.	13 mo.	16 mo.	31 mo.					
Albuquerque	R14-002	R14-002 Albuquerque-Lavaland ES	0%	100%	100%	0%	0%	Substantially complete. Contractor completing punch list.	\$63,756.00	\$0.00	\$0.00	\$63,756.00
			0 mo.	0 mo.	0 mo.	3 mo.	18 mo.					
Albuquerque Public Schools	P06-002	P06-002 New Southwest High School (Atrisco Heritage)	0%	100%	100%	100%	36%	Phase III in warranty period.	\$52,501,636.00	\$51,151,150.23	\$40,149,292.83	\$1,350,485.77
			0 mo.	0 mo.	0 mo.	0 mo.	8 mo.					
Albuquerque Public Schools	P12-001	P12-001 Douglas MacArthur Elementary School	0%	100%	0%	0%	0%	The design phase is 100% complete. RFP for construction will be issued 12/1/13. This project is currently 6 months behind the original MOU schedule due to being put on hold during the APS capital Budget reconciliation.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	0 mo.	12 mo.	3 mo.	18 mo.					
Albuquerque Public Schools	P12-002	P12-002 McKinley Middle School	0%	95%	0%	0%	0%	New Classroom Add 95% design. RFP for construction will be issued 12-1-13. Project is currently 12 months behind the original MOU schedule due to being put on hold during the APS capital Budget reconciliation. Summer work complete. Science CR renovation complete.	\$649,707.22	\$633,846.46	\$453,834.88	\$15,860.76
			0 mo.	1 mo.	15 mo.	3 mo.	18 mo.					
Albuquerque Public Schools	P12-003	P12-003 Chaparral Elementary School	0%	100%	10%	0%	0%	Construction began 8/7/13. On schedule.	\$8,157,548.90	\$5,961,031.69	\$1,055,127.11	\$2,196,517.21
			0 mo.	0 mo.	12 mo.	3 mo.	18 mo.					
Albuquerque Public Schools	P13-001	P13-001 Sandia High School	0%	100%	60%	0%	0%	In Construction. On Schedule. 60% Complete.	\$10,697,386.00	\$6,288,977.63	\$4,574,722.46	\$4,408,408.37
			0 mo.	0 mo.	7 mo.	3 mo.	18 mo.					

PSCOC Project Status Report

11/26/2013

Non Applicable

On Schedule

Behind Schedule

Behind Schedule, No Progress

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Albuquerque Public Schools	P14-001	P14-001 Albuquerque Marie Hughes ES	50%	0%	0%	0%	0%	Master Site Plan underway, 50% complete. Design Committee selected.	\$466,126.00	\$0.00	\$0.00	\$466,126.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Albuquerque Public Schools	P14-002	P14-002 Arroyo del Oso ES	0%	0%	0%	0%	0%	The Architect that did the current plans and specs has retired. The current plans and specs need to be up-dated by a new Architect. APS is working on selection of a new architect.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Albuquerque Public Schools	P14-003	P14-003 Collet Park ES	0%	0%	0%	0%	0%	Project Plans & Specs were on hold and are being brought up to the current building codes.	\$784,271.00	\$0.00	\$0.00	\$784,271.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Albuquerque Public Schools	P14-004	P14-004 Atrisco ES	0%	0%	0%	0%	0%	The master site plan is underway. The building committee has been selected.	\$541,995.00	\$0.00	\$0.00	\$541,995.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Albuquerque Public Schools	R10-002	R10-002 MacArthur Elementary School Roof	0%	100%	0%	0%	0%	This project has been incorporated into project P12-001 renovation and new addition. This project will be funded 100% by the school district and credit will be given against the offset.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	0 mo.	12 mo.	3 mo.	18 mo.					
Albuquerque Public Schools	R13-002	R13-002 Nuestros Valores (Armijo Bldg)	0%	100%	10%	0%	0%	In construction.	\$155,176.00	\$81,829.65	\$6,622.84	\$73,346.35
			0 mo.	0 mo.	2 mo.	2 mo.	18 mo.					
Albuquerque Public Schools	R13-003	R13-003 Nuestros Valores (Admin Bldg)	0%	0%	0%	0%	0%	The county or school will be responsible for funding the school match. The school has discussed this with the county. At time the County is not interested in participating in the roofing project.	\$50,625.00	\$0.00	\$0.00	\$50,625.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Aldo Leopold State Charter		P14-024 Aldo Leopold Charter School	0%	0%	0%	0%	0%	Met with Eric Ahner to view another possible site for Aldo. Aldo will be scheduling a meeting with Silver Cons. Schools and PSFA to evaluate availability of space. Have not heard from Aldo/Leopold on meeting date or time.	\$23,500.00	\$0.00	\$0.00	\$23,500.00
			2 mo.	16 mo.	29 mo.	3 mo.	18 mo.					
Belen Consolidated Schools	P12-004	P12-004 Family School	100%	10%	0%	0%	0%	Design Pofessional under contract. Design has begun. This project is 17 months behind the original MOU schedule due to the time for PSCOC Ed Spec approval and the district bond sales schedule.	\$0.00	\$6,664.23	\$0.00	(\$6,664.23)
			0 mo.	7 mo.	12 mo.	5 mo.	18 mo.					
Belen Consolidated Schools	P14-005	P14-005 Rio Grande ES	0%	0%	0%	0%	0%	PSCOC Award Accepted. MOU in progress.	\$26,000.00	\$0.00	\$0.00	\$26,000.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

PSCOC Project Status Report

11/26/2013

Non Applicable

On Schedule

Behind Schedule

Behind Schedule, No Progress

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Belen Consolidated Schools	R11-001	R11-001 Belen High School Roof	0%	100%	100%	100%	46%	This project is complete and is the warranty phase.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Belen Consolidated Schools	R13-004	R13-004 Gil Sanchez Elementary School	0%	100%	100%	100%	0%	Substantially complete. Contractor completing punch list.	\$205,343.00	\$182,390.24	\$158,836.75	\$22,952.76
			0 mo.	0 mo.	0 mo.	1 mo.	18 mo.					
Belen Consolidated Schools	R13-005	R13-005 Belen High School (Cafeteria)	0%	100%	100%	50%	0%	Substantially complete. Contractor completing punch list	\$223,893.00	\$172,950.47	\$143,137.33	\$50,942.53
			0 mo.	0 mo.	0 mo.	1 mo.	18 mo.					
Bernalillo Public Schools	P09-008	P09-008 Willanna D. Carroll Elementary School	0%	100%	100%	100%	100%	project complete	\$8,518,917.00	\$5,000,373.45	\$4,996,552.45	\$3,518,543.55
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Bernalillo Public Schools	P09-009	P09-009 Roosevelt Elementary School	100%	100%	100%	100%	90%	Met with contractor to resolve water heater. All documents have been uploaded to eBuilder. to schedule financial closeout.	\$7,167,079.00	\$4,510,317.41	\$4,414,833.19	\$2,656,761.59
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Bernalillo Public Schools	P12-005	P12-005 Bernalillo High School	0%	83%	0%	0%	0%	CDs to be released 12/2. Project is still within original anticipated construction MACC to adequacy. District has made cuts to bring project closer to adequacy square footage and within district budget.	\$1,355,200.00	\$1,103,335.82	\$464,640.08	\$251,864.18
			0 mo.	2 mo.	23 mo.	26 mo.	36 mo.					
Bernalillo Public Schools	P13-002	P13-002 Santo Domingo Elementary/Middle School	100%	0%	0%	0%	0%	Proposals recieved. Project team to interview 4 finalists on 11/19. Final recommendation to go to the Board for approval on 11/21.	\$665,796.00	\$14,463.94	\$0.00	\$651,332.06
			0 mo.	11 mo.	26 mo.	28 mo.	37 mo.					
Bernalillo Public Schools	R13-006	R13-006 Bernalillo Middle School Roof	0%	100%	100%	100%	30%	Complete. In warranty period.	\$21,262.00	\$17,326.17	\$14,164.37	\$3,935.83
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Bernalillo Public Schools	R13-007	R13-007 Placitas Elementary School	0%	100%	100%	100%	30%	Contractor complete. In warranty period.	\$59,850.47	\$58,127.35	\$48,373.50	\$1,723.12
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Capitan Municipal Schools	P13-003	P13-003 Capitan HS & Capitan ES	0%	0%	0%	0%	0%	Preliminary pricing and Feasibility study are showing that remodel is over 80% of new construction. Existing HS to house students during the construction, eliminating need for temporary campus. Project on hold pending legislative action.	\$500,000.00	\$176,317.60	\$161,002.23	\$323,682.40
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

PSCOC Project Status Report

11/26/2013

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School District	Project #	Project Name	PP	DD	C	FC	PC	Manager Report	State Share	COMMITTED	EXPENDED	BALANCE
Central Consolidated Schools	D09-001	D09-001 Central Teacherage Unit 304 Demolition	0%	90%	0%	0%	0%	The district continues to work on a site plan in order to submit a RASC to PSFA and CID for approval of demo.	\$16,000.00	\$0.00	\$0.00	\$16,000.00
			0 mo.	1 mo.	1 mo.	7 mo.	18 mo.					
Central Consolidated Schools	P09-011A	P09-011A Nizhoni Roof/Paving	100%	100%	100%	100%	90%	The project is completed. Project audit needs to take place.	\$1,076,218.00	\$939,695.04	\$957,210.55	\$136,522.96
			0 mo.	0 mo.	0 mo.	0 mo.	4 mo.					
Central Consolidated Schools	P09-011B	P09-011B Stokely/Mesa Elementary Schools	100%	100%	100%	100%	95%	Project is complete. Financial Audit needs to be completed.	\$430,426.00	\$349,155.47	\$348,797.21	\$81,270.53
			0 mo.	0 mo.	0 mo.	0 mo.	2 mo.					
Central Consolidated Schools	P09-011C	P09-011C 3 Shiprock Elementaries	100%	100%	100%	95%	37%	Construction is complete. The contractor has submitted closeout documents for review.	\$4,735,015.00	\$2,913,107.10	\$2,737,528.07	\$1,821,907.90
			0 mo.	0 mo.	0 mo.	1 mo.	10 mo.					
Central Consolidated Schools	P13-004	P13-004 Naschitti Elementary School	100%	95%	0%	0%	0%	The project is scheduled to go out to bid in January and begin construction in March.	\$474,165.00	\$260,528.39	\$88,135.07	\$213,636.61
			0 mo.	1 mo.	16 mo.	18 mo.	29 mo.					
Central Consolidated Schools	P14-006	P14-006 Newcomb HS	21%	0%	0%	0%	0%	The district has hired a planner to facilitate the Utilization Study. The district plans to begin this study in April after it has completed the Ed Spec for Grace Wilson and Ruth Bond ES	\$61,000.00	\$35,308.51	\$0.00	\$25,691.49
			7 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Central Consolidated Schools	P14-007	P14-007 Grace B Wilson ES & Ruth N Bond ES	29%	0%	0%	0%	0%	The planner has began work on the Ed Spec. A meeting schedule has been established. The Ed Spec is scheduled to be completed by April.	\$61,000.00	\$32,071.12	\$0.00	\$28,928.88
			7 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Central Consolidated Schools	R13-008	R13-008 Kirtland Central High School	100%	99%	0%	0%	0%	Rodahl and Hummell has completed the construction documents and submitted an RASC for construction approval. Once the approval has been made the documents will be put out for bid.	\$121,140.00	\$15,393.72	\$0.00	\$105,746.28
			0 mo.	0 mo.	2 mo.	1 mo.	18 mo.					
Central Consolidated Schools	R13-009	R13-009 Kirtland Middle School	0%	100%	0%	0%	0%	Rodahl and Hummell Architects has completed construction documents and has submitted the RASC for construction approval. The documents will go out for bid following approval.	\$98,233.00	\$13,502.39	\$0.00	\$84,730.61
			0 mo.	1 mo.	1 mo.	2 mo.	13 mo.					
Chama Valley Independent Schools	P06-007	P06-007 Tierra Amarilla Middle School / Escalante High School	0%	0%	0%	0%	99%	Permanent Mechanical Solution work is progressing, Phase 1 prior to school start complete, heat & ventilation is operational. Test & Balance underway. Additional funding request approved at 11/7/13 PSCOC mtg.	\$17,311,793.32	\$17,221,223.69	\$5,033,558.87	\$90,569.63
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

PSCOC Project Status Report

11/26/2013

Non Applicable

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Chama Valley Independent Schools	P07-003	P07-003 New Tierra Amarilla Elementary	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	99% 0 mo.	Concrete work around Gym complete. Additional funding request approved at 11/07/13 PSCOC meeting. Final remedial tasks in planning stage.	\$6,069,196.00	\$5,908,738.05	\$3,341,990.82	\$160,457.95
Cimarron Municipal Schools	P09-012	P09-012 Moreno Valley High School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	Project complete, including Financial Closeout	\$531,000.00	\$531,000.00	\$531,000.00	\$0.00
Clovis Municipal Schools	P08-009	P08-009 La Casita Elementary	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	98% 2 mo.	Construction complete, final payment processed.	\$7,390,000.00	\$6,368,045.58	\$6,310,026.60	\$1,021,954.42
Clovis Municipal Schools	P09-013	P09-013 Bella Vista Elementary School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	62% 7 mo.	Certificate of Final Completion issued, final pay app processed. 11 month inspection scheduled for Dec. 2013.	\$6,682,844.00	\$6,539,696.98	\$6,499,167.43	\$143,147.02
Clovis Municipal Schools	P09-014	P09-014 James Bickley Elementary School	0% 0 mo.	100% 0 mo.	0% 15 mo.	0% 6 mo.	0% 18 mo.	Final Construction Documents have been submitted and approved. RFP for Construction is expected to be advertised in the next 2 weeks. District expects to request Phase 2 funding in December PSCOC meeting. Construction is expected to start in early Spring of 2014.	\$587,782.00	\$587,782.00	\$352,215.00	\$0.00
Clovis Municipal Schools	P09-015	P09-015 Lockwood Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	80% 2 mo.	10% 16 mo.	Construction complete, facility is in use. PAC issues are being resolved. Project is in 11-month Correction Phase. RFP to be issued for Demolition (with prior Abatement) of the previous facility.	\$11,430,471.00	\$9,918,978.37	\$9,464,415.91	\$1,511,492.63
Clovis Municipal Schools	P09-016	P09-016 Marshall Junior High School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	95% 2 mo.	Certificate of Final Completion and final payment issued.	\$6,662,826.00	\$5,433,078.93	\$5,402,455.32	\$1,229,747.07
Clovis Municipal Schools	P11-020	P11-020 New Middle School (Clovis)	100% 0 mo.	100% 0 mo.	100% 0 mo.	54% 3 mo.	22% 14 mo.	Substantial Completion issued for all buildings on 07/16/13. Ribbon cutting/opening held on 08/15/2013. GC preparing closeout documentation.	\$19,157,451.00	\$16,506,986.44	\$15,411,367.22	\$2,650,464.56
Clovis Municipal Schools	R11-004	R11-004 Clovis High School Roof	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	85% 4 mo.	Certificate of Final Completion issued, final payment processed. 11 month warranty inspection held on 9/17/13.	\$1,122,513.00	\$941,447.47	\$924,743.95	\$181,065.53
Clovis Municipal Schools	R11-005	R11-005 9th Grade Academy Roof	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	83% 5 mo.	Certificate of Final Completion issued, final payment processed. 11 month warranty inspection held on 9/17/13.	\$1,457,158.00	\$1,241,505.71	\$1,226,968.82	\$215,652.29

PSCOC Project Status Report

11/26/2013

Non Applicable

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Behind Schedule

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Cobre Consolidated Schools	P09-017	P09-017 Central Elementary School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	46% 0 mo.	Project is complete. Close-out documents have been received and verified by Architect. Final payment has been made. 11 month inspection was completed on 9-10-13. Financial close-out to follow.	\$7,560,862.00	\$6,614,872.77	\$6,642,426.34	\$945,989.24
Cobre Consolidated Schools	P11-003	P11-003 Bayard Elementary School	0% 0 mo.	100% 0 mo.	18% 8 mo.	0% 19 mo.	0% 20 mo.	Exterior sheathing ongoing @ 50%, roof decking ongoing @ 60%, interior framing ongoing @ 60%, and outside site work ongoing. Underground plumbing rough-in and concrete pour complete in hallways. Contractor lost 3 to 5 weeks during monsoon season - is working on making time up.	\$8,948,314.00	\$8,488,523.24	\$1,589,601.98	\$459,790.76
Deming Public Schools	K13-008	K13-008 Bell Elementary Pre-Kindergarten Classroom	100% 0 mo.	99% 1 mo.	0% 4 mo.	0% 6 mo.	0% 17 mo.	11-14-13 Construction documents have been submitted to PSFA for review. District has sent out solicitation for construction services but has not selected GC.	\$7,693.92	\$0.00	\$0.00	\$7,693.92
Deming Public Schools	P07-005	P07-005 Deming High School	95% 0 mo.	0% 18 mo.	0% 24 mo.	0% 5 mo.	0% 18 mo.	11-14-13 GS Planning has completed draft program summary of spaces for the HS campus utilization plan and it is under PSFA review. RFP for design services has been drafted and notice for solicitation should go out next week. Site survey complete, geotech bore samples in progress.	\$2,700,000.00	\$16,283.00	\$16,283.00	\$2,683,717.00
Deming Public Schools	P14-008	P14-008 Deming Intermediate School	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	11-14-13 Ed Spec contract has been drafted. District still narrowing site selection. Anticipate Ed Specs to begin late November and run through May 2014. We're deliberately staggering the Intermediate School from the High School to avoid convergence in the future.	\$1,157,300.00	\$0.00	\$0.00	\$1,157,300.00
Deming Public Schools	R11-008	R11-008 Deming Intermediate School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	90% 2 mo.	Project is 100% complete.	\$210,955.00	\$153,640.72	\$144,919.94	\$57,314.28
Espanola Public Schools	P06-012	P06-012 Alcalde Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	80% 2 mo.	10% 17 mo.	The Certificate of Substantial Completion is dated June 27, 2013. Contractor is still completing Punch List items. Final change order is pending. Demo of old Alcalde ES is done. Additional cafeteria furniture is on order.	\$6,007,342.00	\$5,159,732.00	\$4,341,645.51	\$847,610.00
Espanola Public Schools	P12-006	P12-006 Velarde Elementary School	0% 0 mo.	0% 0 mo.	0% 5 mo.	0% 3 mo.	0% 14 mo.	No official decision regarding the future of the school has been made by the district.	\$0.00	\$0.00	\$0.00	\$0.00
Espanola Public Schools	P12-008	P12-008 E.T.S. Fairview Elementary School	0% 0 mo.	95% 0 mo.	0% 10 mo.	0% 11 mo.	0% 22 mo.	The project is behind schedule. The design professional just submitted the CD package for the district and PSFA reviews.	\$781,000.00	\$450,232.09	\$192,152.62	\$330,767.91
Espanola Public Schools	P13-005	P13-005 Los Ninos Kindergarten	0% 0 mo.	0% 8 mo.	0% 14 mo.	0% 3 mo.	0% 18 mo.	The project is behind schedule. The DP services are awarded to FBT architects. The first design was held in November.	\$134,258.00	\$164,664.10	\$0.00	(\$30,406.10)

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Espanola Public Schools	P13-011	P13-011 Carlos Vigil Middle School	0% 0 mo.	100% 0 mo.	100% 0 mo.	80% 1 mo.	10% 17 mo.	The Certificate of Substantial Completion is dated September 19, 2013. Contractor is completing Punch List items.	\$822,298.00	\$0.00	\$0.00	\$822,298.00
Espanola Public Schools	R13-010	R13-010 Chimayo Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	50% 2 mo.	10% 17 mo.	The roofing work is completed. Close-out documentation is pending.	\$111,230.00	\$106,112.58	\$77,213.22	\$5,117.42
Espanola Public Schools	R13-011	R13-011 Dixon Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	20% 3 mo.	0% 18 mo.	The roofing work is completed. The final change order is pending.	\$141,722.00	\$108,964.52	\$89,379.05	\$32,757.48
Espanola Public Schools	R13-012	R13-012 Hernandez Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	20% 3 mo.	0% 18 mo.	The roofing work is completed. The final change order is pending.	\$462,238.00	\$371,611.95	\$222,385.53	\$90,626.05
Espanola Public Schools	R13-013	R13-013 Espanola Valley High School	0% 0 mo.	100% 0 mo.	100% 0 mo.	30% 3 mo.	0% 18 mo.	The contractor is completing Punch List items.	\$348,434.00	\$357,192.29	\$230,786.99	(\$8,758.29)
Estancia Municipal Schools	P12-009	P12-009 Estancia Middle School	100% 0 mo.	100% 0 mo.	25% 8 mo.	0% 9 mo.	0% 18 mo.	Stem walls and slab for East side of building installed. Structural framing in progress. Gym remodel in progress. Under slab utilities for restrooms and locker rooms in progress. Project is 25% complete and on schedule, in spite of rain delays.	\$6,140,998.51	\$5,807,468.33	\$1,701,247.80	\$333,530.18
Estancia Municipal Schools	R13-025	R13-025 Van Stone Elementary Roof	0% 0 mo.	100% 0 mo.	90% 1 mo.	0% 2 mo.	0% 18 mo.	Planning complete. Design work complete. Contractor selection / bidding complete. Demolition and underlayment installation complete. Fascia installation complete. Roof panel installation 100% complete. Final walk through scheduled for next week.	\$227,525.00	\$217,045.54	\$36,462.01	\$10,479.46
Eunice Municipal Schools	P10-001	P10-001 Mettie Jordan Elementary	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 1 mo.	50% 9 mo.	Final Change Order processed; final payment is still outstanding (items remain unfinished from final CO). Financial Close-out can begin once final billing is complete. GC filed for billing last month that was rejected by DP.	\$1,728,968.00	\$1,353,348.79	\$1,220,649.67	\$375,619.21
Farmington Municipal School	P10-003	P10-003 Tibbetts Middle School	0% 0 mo.	100% 0 mo.	100% 0 mo.	95% 0 mo.	35% 6 mo.	Construction is complete. Contractor is working on punch list and closeout items.	\$20,060,000.00	\$13,343,837.44	\$12,965,846.21	\$6,716,162.56
Farmington Municipal Schools	K13-001	K13-001 CATE Center Pre-Kindergarten Classroom	100% 0 mo.	100% 0 mo.	100% 0 mo.	70% 1 mo.	28% 10 mo.	Construction is complete. The contractor is working on closeout documents, outstanding MCRs, and punch list items.	\$601,579.93	\$601,579.00	\$461,191.02	\$0.93

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Farmington Municipal Schools	P08-004	P08-004 McKinley Elementary	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	90% 2 mo.	Project is complete. The POE field work has been completed. ME Group anticipates having the report complete and submitted for review in Oct. 2013	\$8,228,571.00	\$8,203,760.06	\$8,187,942.25	\$24,810.94
Farmington Municipal Schools	P13-006	P13-006 Farmington High School	100% 0 mo.	12% 12 mo.	0% 24 mo.	0% 3 mo.	0% 18 mo.	The RASC for Program Statement has been approved for 135 sf/student. The design professionals are moving forward with schematic design. There has been a delay in the design while the DP and district waited for the approval of the Program Statement. Schematic Design has resumed.	\$3,168,366.00	\$1,718,020.71	\$0.00	\$1,450,345.30
Farmington Municipal Schools		P14-009 Northeast ES	0% 0 mo.	13% 6 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The design professional has completed a feasibility study and prepared cost comparisons for renovation vs replacement. The district is requesting to the PSCOC for a modification in the award language. The district is completing a RFP to procure a GC for CMAR project delivery.	\$762,000.00	\$118,565.35	\$0.00	\$643,434.65
Farmington Municipal Schools	P14-010	P14-010 Hermosa MS	0% 0 mo.	11% 6 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The DP has completed a feasibility study and prepared cost comparisons for the project scope. The district is requesting to the PSCOC for a mod. in the award language for a partial building replacement. The district is completing a RFP to procure a GC for CMAR project delivery.	\$612,000.00	\$99,410.68	\$0.00	\$512,589.32
Floyd Municipal Schools	R13-014	R13-014 Floyd Combined School	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	District has requested, in a Letter of Determination, to use Hydro-Stop Roof Care System. PSFA is working with the District to complete the procurement process for contract selection.	\$256,184.00	\$0.00	\$0.00	\$256,184.00
Gadsden Independent School District	P14-011	P14-011 New Elementary School (Gadsden)	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The MOU has been submitted in e-Builder and will get signed by 11-01-13. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$0.00	\$0.00	\$0.00	\$0.00
Gadsden Independent School District	P14-012	P14-012 Chaparral ES	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The MOU has been submitted in e-Builder and will get signed by 11-01-13. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$1,282,819.00	\$0.00	\$0.00	\$1,282,819.00
Gadsden Independent School District	R12-002	R12-002 Chaparral Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	79% 3 mo.	We are working toward project closeout.	\$721,522.00	\$540,856.76	\$527,183.57	\$180,665.24
Gadsden Independent Schools	K13-002	K13-002 Anthony ES Pre-Kindergarten Classroom	0% 0 mo.	100% 0 mo.	100% 0 mo.	25% 2 mo.	0% 10 mo.	Facility is substantially complete and occupied. Closeout documents still need to be submitted.	\$233,420.00	\$233,416.76	\$153,104.87	\$3.24
Gadsden Independent Schools	P08-003A	P08-003A Gadsden High School	100% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	100% 6 mo.	Substantial completion dated 02-11-13 was signed on 02-19-13. Project is complete with the exception of one final owner requested change order.	\$9,631,549.00	\$8,751,232.56	\$8,589,842.00	\$880,316.44

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Gadsden Independent Schools	P08-003B	P08-003B (Phase 3 Part 1) Gadsden High School	0% 0 mo.	100% 0 mo.	76% 12 mo.	0% 16 mo.	0% 25 mo.	Early work amendment 1 is 100% complete. GMP work is 71% complete by money as of 11-2013.	\$13,758,888.00	\$12,175,344.16	\$8,582,286.27	\$1,583,543.84
Gadsden Independent Schools	P08-003C	P08-003C (Phase 3 Part 2) Gadsden High School	0% 0 mo.	10% 6 mo.	0% 30 mo.	0% 33 mo.	0% 48 mo.	The Agreement between the Owner and the Design Professional was approved on 08-21-13. I will update the schedule in E-Builder once I have discussed the updated project development schedule with the design professional. SDs were submitted on 11-08-13.	\$534,556.00	\$520,363.75	\$0.00	\$14,192.25
Gadsden Independent Schools	P08-003D	P08-003D (Phase 3 Part 3) Gadsden High School	0% 0 mo.	0% 9 mo.	0% 24 mo.	0% 28 mo.	0% 42 mo.	The design professional is drafting the Agreement between the Owner and the Design Professional. I will update the schedule in E-Builder once the MOU is amended and DP agreement are executed.	\$534,556.00	\$3,531.00	\$0.00	\$531,025.00
Gadsden Independent Schools	P08-014	P08-014 Berino Elementary (existing)	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	90% 1 mo.	Construction contract is complete.	\$11,289,571.00	\$7,041,899.09	\$6,783,933.38	\$4,247,671.91
Gadsden Independent Schools	P09-018	P09-018 Anthony Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	99% 3 mo.	Final payment to the GC was issued. The DP provided a Certificate of Final Completion in September 2013.	\$12,991,400.00	\$10,472,547.12	\$10,432,173.32	\$2,518,852.88
Gadsden Independent Schools	P13-007	P13-007 Desert View Elementary	0% 0 mo.	10% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	SDs were submitted on 11-01-13 and approved 11-04-13.	\$1,550,737.00	\$980,093.38	\$0.00	\$570,643.62
Gadsden Independent Schools	R12-003	R12-003 Sunland Park Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	79% 3 mo.	We are working toward project closeout. Several leaks were detected during the 11 month inspection on 09-16-13. These leaks were attributed to bare CMU above the roofing membrane and the District will address separately.	\$28,800.00	\$25,074.10	\$21,051.20	\$3,725.90
Gadsden Independent Schools	R12-004	R12-004 Desert View Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	79% 3 mo.	We are working toward project closeout. Several leaks were detected during the 11 month inspection on 09-16-13. These leaks were attributed to bare CMU above the roofing membrane and the District will address separately.	\$28,800.00	\$24,512.60	\$22,522.27	\$4,287.40
Gadsden Independent Schools	R12-005	R12-005 Riverside Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	79% 3 mo.	We are working toward project closeout. Several leaks were detected during the 11 month inspection on 09-16-13. These leaks were attributed to bare CMU above the roofing membrane and the District will address separately.	\$28,800.00	\$24,531.96	\$22,582.42	\$4,268.04
Gadsden Independent Schools	R14-004	R14-004 Gadsden-Santa Teresa HS	0% 0 mo.	100% 0 mo.	99% 0 mo.	0% 0 mo.	0% 0 mo.	The MOU has been submitted through e-Builder signed by the District and the RM. Notice to proceed was issued 09-13-13. The GC has 60 days to complete. Therefore, substantial completion is expected by 11-13-13.	\$249,864.00	\$215,874.96	\$159,590.40	\$33,989.04

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Gadsden	R14-003	R14-003 Gadsden-Mesquite ES	0%	100%	90%	0%	0%	The notice to proceed was issued 09-30-13 with a 60 day duration. Thus, substantial completion is 11-29-13.	\$326,459.00	\$264,556.01	\$0.00	\$61,902.99
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Gallup-McKinley County Public Schools	P08-016	P08-016 Gallup Jr. High School	100%	100%	100%	100%	100%	Final payment has been made to Makwa Builders. PSFA is working on the project audit.	\$36,473,734.00	\$28,757,971.70	\$28,724,744.65	\$7,715,762.30
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Gallup-McKinley County Public Schools	P10-004	P10-004 Crownpoint Elementary School	100%	100%	100%	100%	59%	Project is complete. The contractor has completed closeout documentation and T&B items. Project audit needs to take place.	\$12,859,099.00	\$11,732,743.87	\$11,215,226.70	\$1,126,355.13
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Gallup-McKinley County Public Schools	P11-005	P11-005 Washington Elementary School	100%	0%	0%	0%	0%	The district is in the process of Design Professional selection for Washington ES, the district has received proposals and plans to complete the selection by end of Nov.	\$758,355.00	\$20,965.03	\$20,806.66	\$737,389.97
			0 mo.	12 mo.	16 mo.	3 mo.	18 mo.					
Gallup-McKinley County Public Schools	P11-006	P11-006 Church Rock Academy	100%	95%	0%	0%	0%	The design professional has submitted the RASC for Design Development and continues to move forward with CDs. The district, PSFA and DP continue to study the design for cost saving opportunities. The project is on schedule to advertise for a RFP for construction in January.	\$886,449.00	\$622,755.38	\$194,099.50	\$263,693.62
			0 mo.	1 mo.	19 mo.	3 mo.	18 mo.					
Gallup-McKinley County Public Schools	P11-008	P11-008 Jefferson Elementary School	100%	0%	0%	0%	0%	The district has received proposal for Design Professional services and is in the review and selection process. The selection is scheduled to be completed by the end of Nov.	\$980,561.00	\$0.00	\$0.00	\$980,561.00
			0 mo.	12 mo.	16 mo.	3 mo.	18 mo.					
Gallup-McKinley County Public Schools	R11-009	R11-009 Tohatchi High School Roof	100%	100%	100%	100%	84%	Construction Complete. Project Audit needs to take place.	\$1,914,867.00	\$1,469,325.36	\$1,448,632.16	\$445,541.64
			0 mo.	0 mo.	0 mo.	0 mo.	1 mo.					
Gallup-McKinley County Public Schools	R13-015	R13-015 Thoreau High School	100%	100%	28%	0%	0%	Contractor is now on site and re-roof work is progressing smoothly. This project is behind schedule due to contractor selection protests.	\$1,913,388.00	\$1,536,895.43	\$355,128.40	\$376,492.57
			0 mo.	0 mo.	6 mo.	1 mo.	17 mo.					
Gallup-McKinley County Schools	K13-009	K13-009 Church Rock ES Pre-Kindergarten Classroom	0%	54%	0%	0%	0%	The DP has submitted RASC for DD drawings and continues to work on Construction Drawings. The district and PSFA continue to work with the DP on project costs. The project is on schedule to go out for construction RFP in January with the standard based project for Churchrock ES.	\$239,980.38	\$8,617.95	\$5,194.36	\$231,362.43
			0 mo.	3 mo.	19 mo.	3 mo.	18 mo.					
Gallup-McKinley County Schools	P14-013	P14-013 Ramah ES	0%	0%	0%	0%	0%	The district is planning on advertising a RFP for design professional once designers have been selected for Jefferson and Washington ES.	\$738,660.00	\$0.00	\$0.00	\$738,660.00
			0 mo.	16 mo.	0 mo.	0 mo.	0 mo.					

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Gallup-McKinley County Schools	R14-005	R14-005 Gallup-Crownpoint HS	0% 0 mo.	0% 6 mo.	0% 12 mo.	0% 3 mo.	0% 18 mo.	The district has not begun procurement on the roofing project. GMCS district is scheduled to release the RFP for Design Professional in December	\$1,281,849.00	\$0.00	\$0.00	\$1,281,849.00
Gallup-McKinley County Schools	R14-006	R14-006 Gallup-Navajo Pines HS	0% 0 mo.	0% 6 mo.	0% 12 mo.	0% 3 mo.	0% 18 mo.	The district has not begun procurement on the roofing project. GMCS district is scheduled to release the RFP for DP in December	\$1,304,587.00	\$0.00	\$0.00	\$1,304,587.00
Gallup-McKinley County Schools	R14-007	R14-007 Gallup-Stagecoach ES	0% 0 mo.	0% 6 mo.	0% 11 mo.	0% 3 mo.	0% 18 mo.	The district has not begun procurement on the roofing project. GMCS district is scheduled to release RFP for Design Professional in December	\$675,707.00	\$0.00	\$0.00	\$675,707.00
Grants Cibola County Schools	R14-008	R14-008 Grants-Milan ES	0% 0 mo.	22% 6 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	Project on schedule. Design is in progress and Programming has been complete.	\$440,940.00	\$24,729.18	\$0.00	\$416,210.82
Grants Cibola County Schools	R13-009	R14-009 Grants-San Rafael ES	0% 0 mo.	0% 6 mo.	0% 10 mo.	0% 3 mo.	0% 18 mo.	Project on schedule. Design Professional to begin programming on 11.20.13	\$371,735.00	\$20,637.21	\$0.00	\$351,097.79
Grants-Cibola County Schools	P10-005	P10-005 Cubero Elementary	100% 0 mo.	100% 0 mo.	100% 0 mo.	98% 0 mo.	70% 0mo.	Completed 11 Month Warranty Walkthrough P.I on 7.10.13.	\$8,526,316.00	\$8,020,674.75	\$7,983,458.30	\$505,641.25
Grants-Cibola County Schools	P14-014	P14-014 Los Alamos MS	19% 3 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	Educational Specifications are in progress. Expect Ed Spec completion on Jan 3, 2014	\$74,000.00	\$35,890.35	\$0.00	\$38,109.65
Grants-Cibola County Schools	R13-016	R13-016 Los Alamos Middle School	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	59% 15 mo.	The district has finished temporary roof repair. The district is applying for a full standard based award for Los Alamos in 2013-2014 award cycle.	\$252,881.00	\$0.00	\$0.00	\$252,881.00
Grants-Cibola County Schools	R13-017	R13-017 Mesa View Elementary School	100% 0 mo.	100% 0 mo.	100% 0 mo.	58% 2 mo.	0% 15 mo.	On Schedule and roofing has been completed. Currently closing out the project.	\$408,880.00	\$386,127.61	\$344,136.56	\$22,752.39
Hatch Valley Public Schools	K13-003	K13-003 Hatch ES Pre-Kindergarten Classroom	0% 0 mo.	78% 2 mo.	0% 9 mo.	0% 3 mo.	0% 18 mo.	Met on Nov.8th to finalize design. At this moment it looks like design would be completed in December 2013, with bidding and construction starting in March 2014. Substantial completion estimated at 8-2014 at this time.	\$291,631.83	\$26,515.96	\$0.00	\$265,115.87

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Hatch Valley Public Schools	R11-010	R11-010 Garfield Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 5 mo.	Project is 100% Complete. 11 month walk-thru was completed on 4-2-13. Awaiting financial close-out with Casandra Cano.	\$673,576.00	\$549,512.41	\$542,952.84	\$124,063.59
Hatch Valley Public Schools	R13-018	R13-018 Rio Grande Elementary School	0% 0 mo.	100% 0 mo.	92% 0 mo.	0% 17 mo.	0% 18 mo.	Roofing @ 90% complete with substantial completion on schedule for Nov.24th. Contractor will be requesting additional time due to delay in skylight delivery. All work with exception of skylights to include flashings, ladders, and details to be complete by substantial completion.	\$681,189.99	\$633,493.43	\$382,687.15	\$47,696.56
Hobbs Municipal Schools	P10-006	P10-006 Hobbs High School	0% 0 mo.	100% 0 mo.	100% 0 mo.	50% 2 mo.	0% 18 mo.	Construction complete on Phase 4.1; Punchlist is closing out, and 11-month Correction Phase has begun. Owners are evaluating monetary corrections for Design Errors, particularly Electrical, during project. Recovery monies will likely help fund Phase 4.2 (2014).	\$13,621,248.00	\$11,968,156.37	\$11,317,115.79	\$1,653,091.63
Hobbs Municipal Schools	P14-015	P14-015 New Elementary School (Hobbs)	100% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	Ed Specs have been completed. RFP for Design Services has been received, graded, and approved. Presentations have been made for DS for the two new ES; recommendations will be made to Hobbs School Board on Nov. 19th Monthly Meeting for DS.	\$0.00	\$0.00	\$0.00	\$0.00
Hobbs Municipal Schools	P14-016	P14-016 Broadmoor ES	100% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	Ed Specs have been completed. RFP for Design Services has been received, graded, and approved. Presentations have been made for DS for the two new ES; recommendations will be made to Hobbs School Board on Nov. 19th Monthly Meeting for DS.	\$0.00	\$0.00	\$0.00	\$0.00
La Promesa Charter School	R13-001	R13-001 La Promesa Early Learning Center	0% 0 mo.	100% 0 mo.	100% 0 mo.	0% 1 mo.	0% 19 mo.	Substantially Complete. Contractor finishing punch list.	\$97,416.00	\$80,491.88	\$68,459.77	\$16,924.12
Las Cruces Public Schools	P06-024	P06-024 New High School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	90% 0 mo.	Project was nearing closeout. Therefore, the schedule in E-Builder was updated only from substantial completion to project closeout. There are some owner consultant invoices pending before this project can be financially closed out. POE is ongoing as of 08-2013.	\$66,696,000.00	\$63,683,310.12	\$51,228,010.69	\$3,012,689.88
Las Cruces Public Schools	P08-008	P08-008 Lynn Middle School-Camino Real Middle	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	90% 0 mo.	Project is near final financial closeout. Therefore, the E-Builder schedule was not updated. A post occupancy evaluation began in August 2013.	\$24,314,228.00	\$24,041,409.66	\$22,037,759.40	\$272,818.34
Las Cruces Public Schools	P10-007	P10-007 Loma Heights Elementary	100% 0 mo.	100% 0 mo.	79% 6 mo.	0% 6 mo.	0% 20 mo.	11-14-13 Phase 3 door frames, CMU block, and site work have begun. Contractor is on schedule No delays or issues to report; on schedule for May 2014 substantial completion.	\$8,741,388.00	\$6,781,423.97	\$5,198,383.84	\$1,959,964.03
Las Cruces Public Schools	P11-011	P11-011 Las Cruces High School	100% 0 mo.	100% 0 mo.	0% 11 mo.	0% 25 mo.	0% 39 mo.	11-14-13 Phase 1 GC has been selected and approved by school board. Owner-Contractor Agreement drafted and under review. Anticipate Notice to proceed by end of November or early December.	\$46,979,000.00	\$1,341,224.71	\$854,642.25	\$45,637,775.29

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Las Cruces Public Schools	P11-012	P11-012 University Hills Elementary School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	0% 23 mo.	Project is 100% complete. Close-out documents are verified. Final payment processed. Awaiting DP to schedule 11-month walk-thru.	\$2,134,676.37	\$1,823,508.26	\$1,823,201.80	\$311,168.11
Las Cruces Public Schools	R12-007	R12-007 Sunrise Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	0% 0 mo.	Project complete @ 100%. Awaiting DP to schedule 11 month walk-thru, and financial close-out will follow.	\$778,068.00	\$402,187.13	\$402,186.91	\$375,880.87
Las Cruces Public Schools	R12-008	R12-008 MacArthur Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	71% 0 mo.	Project is 100% complete. 11 month walk-thru was completed on 3-1-13 and will be followed with financial close-out with Casandra Cano.	\$421,804.00	\$366,984.09	\$390,101.91	\$54,819.91
Las Cruces Public Schools	R13-019	R13-019 Zia Middle School	100% 0 mo.	100% 0 mo.	100% 0 mo.	88% 1 mo.	0% 14 mo.	11-14-13 Contractor met Substantial Completion within contract time. Design professional working with Contractor on final closeout procedures. Final pay app has not been submitted; pending all closeout submittals & final inspection.	\$1,227,431.00	\$1,059,573.15	\$997,195.74	\$167,857.85
Las Cruces Public Schools	R14-010	R14-010 Las Cruces-Alameda ES	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	11-14-13; DP has begun preliminary design. District is waiting until summer of '14 to begin construction. RFP for roof consultant drafted. Construction procurement tentatively scheduled for mid-late spring '14.	\$274,800.00	\$0.00	\$0.00	\$274,800.00
Las Vegas City Public Schools	R14-011	R14-011 Las Vegas City-Robertson HS	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The district is in the process of issuing the RFP for the design professional for this project.	\$0.00	\$0.00	\$0.00	\$0.00
Lordsburg Municipal Schools	P14-017	P14-017 Lordsburg HS	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	11-14-13 Ed Spec 80% complete. 2nd Ed Spec lab held 11/11-11/12. Collaboration on district/elementary utilization study in progress. Expect final completion of Ed Spec in Jan '14,	\$35,000.00	\$11,774.00	\$2,800.00	\$23,226.00
Los Alamos Public Schools	P10-008	P10-008 Los Alamos High School	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	0% 0 mo.	11 month walkthrough correction list complete.	\$7,916,917.00	\$7,425,843.53	\$7,190,246.62	\$491,073.47
Los Alamos Public Schools	P11-013	P11-013 Los Alamos Middle School	100% 0 mo.	100% 0 mo.	88% 2 mo.	28% 3 mo.	0% 29 mo.	Site work on-going. Courtyard sidewalks completely poured. Parking lot paved, only curbs in parent drop-off and site walls are left to pour. Contractor to re-survey for final grades. Interior final punch occurred 11/13. Exterior punch scheduled for 11/20.	\$6,152,223.00	\$5,462,030.67	\$4,878,411.02	\$690,192.33
Los Alamos Public Schools	P11-014	P11-014 Aspen Elementary School	100% 0 mo.	75% 0 mo.	0% 0 mo.	0% 23 mo.	0% 29 mo.	Portable campus has been set up. Abatement of the classrooms in progress and on schedule to complete Nov 25th. Contractor to start demo of classroom wing 1st week of December. Ground breaking was held 11/20.	\$5,947,206.00	\$5,438,595.79	\$199,048.86	\$508,610.21

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Los Lunas Public Schools	P11-015	P11-015 Los Lunas High School	0% 0 mo.	100% 0 mo.	100% 0 mo.	50% 7 mo.	0% 19 mo.	Substantial Completion 8/16/13. This project is 2.5 months early and the staff and students moved in 8/19/2013. Closeout is underway.	\$25,868,099.20	\$20,523,929.62	\$19,609,974.38	\$5,344,169.58
Los Lunas Public Schools	P11-015	P11-015B Los Lunas High School Phase II	0% 0 mo.	100% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	Phase II RFP for qualifications based contractor issued 9/5/13.	\$0.00	\$0.00	\$0.00	\$0.00
Los Lunas Public Schools	R12-009	R12-009 Los Lunas Middle School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	28% 1 mo.	This project is completed and is in the warranty phase.	\$633,937.00	\$563,996.89	\$545,349.18	\$69,940.11
Los Lunas Public Schools	R13-020	R13-020 Valencia Middle School (AKA Manzano Vista Middle School)	0% 0 mo.	100% 0 mo.	50% 2 mo.	0% 1 mo.	0% 19 mo.	In Construction. On Schedule.	\$1,371,267.00	\$1,205,710.20	\$972,901.67	\$165,556.80
Los Lunas Schools	R14-012	R14-012 Los Lunas-Katherine Gallegos ES	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	PSCOC Award Accepted. MOU in progress.	\$69,469.00	\$0.00	\$0.00	\$69,469.00
Magdalena Municipal Schools	E13-004	E13-004 Magdalena Emergency	0% 0 mo.	95% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	School is in session and using the city water supply. Temporary solution in 95% design Phase. Working with the NM Environmental and the State Engineers office on the applications. Water testing is underway.	\$300,000.00	\$39,248.13	\$6,748.61	\$260,751.87
Mesa Vista Consolidated Schools	P14-018	P14-018 Ojo Caliente ES	38% 5 mo.	0% 18 mo.	0% 33 mo.	0% 36 mo.	0% 51 mo.	MOU approved on 10/11/13. Ed Spec vendor agreement approved on 11/13/13.	\$322,000.00	\$19,239.94	\$0.00	\$302,760.06
Mesa Vista Consolidated Schools	R14-013	R14-013 Mesa Vista-District Wide	0% 0 mo.	0% 4 mo.	0% 13 mo.	0% 16 mo.	0% 31 mo.	MOU approved on 10/11/13. Roof consultant contract approved on 11/15/13.	\$115,000.00	\$4,405.19	\$0.00	\$110,594.81
New Mexico School for the Blind and Visually Impaired	P13-016	P13-016 NMSBVI Health Services & Jack Hall	0% 0 mo.	0% 6 mo.	0% 18 mo.	0% 22 mo.	0% 36 mo.	RFP for design services proposals were submitted during week ending 08-16-13 and were evaluated by week ending 08-23-13. ASA Architects will the design professional and their Agreement was uploaded through a commitment approval and approved on 10-16-13.	\$83,752.00	\$53,781.26	\$0.00	\$29,970.74
New Mexico School for the Blind and Visually Impaired	P14-019	P14-019 NMSBVI Quimby Gymnasium	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The MOU has been submitted in e-Builder and will get signed by 11-01-13. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$0.00	\$0.00	\$0.00	\$0.00

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New Mexico School for the Blind and Visually Impaired	P14-020	P14-020 Sacramento Dormitory	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The MOU has been submitted in e-Builder and will get signed by 11-01-13. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$0.00	\$0.00	\$0.00	\$0.00
New Mexico School for the Blind and Visually Impaired	P14-021	P14-021 Recreation / Ditzler Auditorium	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The MOU has been submitted in e-Builder and will get signed by 11-01-13. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$205,850.00	\$0.00	\$0.00	\$205,850.00
New Mexico School for the Deaf	P13-008	P13-008 NMSD Santa Fe	0% 0 mo.	0% 3 mo.	0% 16 mo.	0% 6 mo.	0% 19 mo.	The project is behind schedule. NMSD just issued the RFP for the design professional services.	\$1,400,000.00	\$0.00	\$0.00	\$1,400,000.00
New Mexico School for the Deaf	R13-022	R13-022 NMSD Albuquerque Pre-School	0% 0 mo.	100% 0 mo.	100% 0 mo.	50% 0 mo.	0% 0 mo.	The contractor is completing Punch List items.	\$35,625.00	\$34,281.56	\$0.00	\$1,343.44
NMSBVI	C10-002A	C10-002A NMSBVI Deficiencies Correction	0% 0 mo.	100% 0 mo.	100% 0 mo.	17% 2 mo.	0% 10 mo.	This project is substantially complete.	\$4,048,301.00	\$4,039,341.93	\$3,801,931.74	\$8,959.07
NMSBVI	C10-002B	C10-002B NMSBVI WEC Building	0% 0 mo.	100% 0 mo.	38% 5 mo.	0% 21 mo.	0% 17 mo.	The Notice to Proceed was issued on 05-31-13 with a 314 calendar day duration; thus, substantial completion shall be 04-20-14. Ongoing work includes utility installations and structural concrete. Construction is 15% complete by money as of 11-2013.	\$8,193,022.00	\$6,735,987.55	\$980,145.36	\$1,457,034.45
NMSBVI	P13-015	P13-015 NMSBVI Site Improvements	0% 0 mo.	17% 4 mo.	0% 9 mo.	0% 12 mo.	0% 27 mo.	The DP agreement is complete as of 03-19-13. Construction of this project will likely have to take place during the summer break when there are no students on campus. Therefore, the schedule has been structured so that construction will take place in the summer of 2014.	\$297,236.00	\$297,236.00	\$63,071.95	\$0.00
NMSBVI	P14-025	P14-025 NMSBVI Watkins Education Center	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	I need to complete the MOU process for this project this month. I will generate the schedule in e-Builder along with the PSR update due 12-2013.	\$0.00	\$0.00	\$0.00	\$0.00
NMSD	C10-001A	C10-001A NMSD Campus Wide Deficiencies Corrections	0% 0 mo.	100% 0 mo.	100% 0 mo.	0% 0 mo.	0% 15 mo.	Larson GYM sewer work is completed. Change order is pending.	\$4,296,446.00	\$3,369,659.89	\$2,946,444.35	\$926,786.11
NMSD	C10-001B	C10-001B Site Improvements Phase 1, Dillon Hall Phase 2	0% 0 mo.	100% 0 mo.	10% 9 mo.	0% 9 mo.	0% 9 mo.	The construction work is ongoing.	\$6,394,459.00	\$4,498,432.42	\$1,504,940.12	\$1,896,026.58

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NMSD	P13-017	P13-017 NMSD Health Center Services	0% 0 mo.	100% 0 mo.	10% 9 mo.	0% 9 mo.	0% 9 mo.	The construction contract was awarded to Bradbury Stamm Construction. The construction work started.	\$555,940.00	\$302,325.00	\$147,431.92	\$253,615.00
Pecos Independent Schools	R14-014	R14-014 Pecos ES	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	The district is in the process of issuing the RFP for the design professional.	\$536,228.00	\$0.00	\$0.00	\$536,228.00
Penasco Independent Schools	R13-023	R13-023 Penasco Middle School	0% 0 mo.	100% 0 mo.	50% 0 mo.	0% 0 mo.	0% 0 mo.	The roofing work is ongoing.	\$45,323.00	\$39,966.72	\$2,048.18	\$5,356.28
Penasco Independent Schools	R13-024	R13-024 Penasco Elementary School	0% 0 mo.	100% 0 mo.	50% 0 mo.	0% 0 mo.	0% 0 mo.	The roofing work is ongoing.	\$142,956.00	\$133,808.68	\$672.64	\$9,147.32
Reserve Independent Schools	P14-022	P14-022 Reserve Combined School	82% 2 mo.	0% 15 mo.	0% 28 mo.	0% 28 mo.	0% 46 mo.	A 3rd Ed-Spec lab was completed on Nov. 14th with community, staff, and PSFA. The Ed Spec process is at 80% complete with completion happening in December. It is anticipated to take the Ed Spec draft for board approval on Dec. 3rd followed by PSFA approval.	\$50,000.00	\$33,640.00	\$8,000.00	\$16,360.00
Rio Rancho Public Schools	K13-004	K13-004 Shining Stars Pre-School Pre-Kindergarten Classroom	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	13% 13 mo.	Contractor complete. in warranty	\$451,137.60	\$356,293.02	\$349,616.64	\$94,844.58
Rio Rancho Public Schools	P12-015	P12-015 Colinas del Norte Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	85% 2 mo.	11th month walk thru was held 11/11. No issues. RM to schedule financial closeout.	\$1,816,860.00	\$1,412,219.01	\$1,406,550.57	\$404,640.99
Rio Rancho Public Schools	P12-016	P12-016 Vista Grande Elementary School	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	55% 6 mo.	Temporary CO issued. PSFA still working on resolving final CO issue. Contractor complete with work. project in warranty.	\$1,023,665.00	\$866,493.78	\$854,596.41	\$157,171.22
Rio Rancho Public Schools	R12-010	R12-010 Rio Rancho High School	100% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	26% 13 mo.	contractor complete. project in warranty period.	\$918,349.00	\$467,952.63	\$461,303.70	\$450,396.37
Rio Rancho Public Schools	R12-011	R12-011 Puesta Del Sol Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	94% 3 mo.	11-month warranty inspection was held 7/26/2013. Project closeout/financial audit to commence.	\$946,900.00	\$521,112.72	\$519,534.21	\$425,787.28

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Roswell Independent Schools	P10-010	P10-010 Missouri Avenue Elementary	100%	100%	100%	25%	34%	10/18/2013: Finishing Warranty period. GC to provide all warranty documents to district. closeout meeting to be scheduled	\$9,874,706.00	\$7,949,621.27	\$7,896,986.64	\$1,925,084.73
			0 mo.	0 mo.	0 mo.	0 mo.	2 mo.					
Roswell Independent Schools	P10-011	P10-011 East Grand Plains Elementary	0%	100%	100%	100%	36%	10/18/2013: Final payment issued to GC on 10/01/2013. No issues to report, working with DR on calling this one complete	\$5,647,708.00	\$5,463,778.35	\$5,432,851.29	\$183,929.65
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Roswell Independent Schools	P10-012	P10-012 Monterrey Elementary	0%	100%	100%	100%	90%	10/18/2013: In Warranty period. Final payment issued to GC on 8/22, closeout meeting to be scheduled in November	\$4,482,227.00	\$4,478,898.64	\$4,453,764.63	\$3,328.36
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Roswell Independent Schools	P10-013	P10-013 Pecos Elementary	0%	100%	100%	93%	21%	10/18/2013: working with DR to call this project complete. Some reimbursement to the district will need to be made.	\$6,711,745.00	\$6,191,049.45	\$6,089,760.60	\$520,695.55
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Roswell Independent Schools	P11-016	P11-016 Valley View Elementary School	0%	100%	20%	0%	0%	11/08/2013: no issues, phase 1 classrooms nearing completion and will be turned over to school to occupy after winter break. phase 2 area has been modified to allow GC more space to remodel.	\$7,408,246.07	\$5,917,993.69	\$1,315,770.82	\$1,490,252.38
			0 mo.	0 mo.	8 mo.	19 mo.	0 mo.					
Roswell Independent Schools	P11-017	P11-017 Berrendo Elementary School	0%	100%	66%	0%	0%	11/08/2013 No Issues, good ph 2 progress, kitchen and kindergarten addition to be turned over by winter break, good progress at admin & library additions,	\$8,779,814.04	\$7,480,991.45	\$4,757,037.58	\$1,298,822.59
			0 mo.	0 mo.	10 mo.	21 mo.	0 mo.					
Roswell Independent Schools	P11-018	P11-018 Military Heights Elementary School	0%	100%	24%	0%	0%	11/14/2013: No issues- Phase 1 (classrooms and additions) delivery pushed back to spring break in order to combine phases 2 and 3. this should reduce the overall construction schedule	\$7,853,407.13	\$6,795,442.04	\$1,508,814.84	\$1,057,965.09
			0 mo.	0 mo.	10 mo.	23 mo.	0 mo.					
Roswell Independent Schools	P11-019	P11-019 El Capitan Elementary School	0%	100%	30%	0%	0%	11/14/2013: No issues- Great progress at all building sections, classroom and multiuse sections farthest along,	\$11,686,177.62	\$10,027,530.18	\$3,235,280.83	\$1,658,647.44
			0 mo.	0 mo.	9 mo.	22 mo.	0 mo.					
Roswell Independent Schools	P14-023	P14-023 Parkview Early Literacy	0%	0%	0%	0%	0%	10/18/2013: Architectural Research Consultants, Inc selected for Ed Spec efforts. Ed Spec Process Summary uploaded to eB on 10/18, planning group first meeting on 10/25, Community forum & planning group second meeting scheduled for 11/15.	\$728,000.00	\$35,626.66	\$0.00	\$692,373.34
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Roswell Independent Schools	R14-015	R14-015 Roswell-Mountain View ES	0%	0%	0%	0%	0%	10/18/2013: RFP issued and due back to district on 10/18/2013. Selection to be made week of 10/21/2013	\$287,820.00	\$0.00	\$0.00	\$287,820.00
			0 mo.	2 mo.	0 mo.	0 mo.	0 mo.					

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PC = Project Closeout - 11 month correction period completed. Financial closeout completed.

School District	Project #	Project Name	PP	DD	C	FC	PC	Manager Report	State Share	COMMITTED	EXPENDED	BALANCE
Ruidoso Municipal Schools	P06-029	P06-029 Ruidoso Middle School	0% 0 mo.	100% 0 mo.	100% 0 mo.	99% 0 mo.	99% 0 mo.	5/16/2013: Earl requested the least intrusive, least expensive cost; Bohannon Huston's recommendation is to use Helical Piers, Earl requested additional Geotechnical Recommendations to correct the footing deficiencies; DnD has yet to respond to notice of corrective action required	\$10,694,758.00	\$8,055,847.99	\$10,538,665.22	\$2,638,910.01
Santa Rosa Consolidated Schools	P12-010	P12-010 Rita Marquez Elementary / Anton Chico Elementary	100% 0 mo.	100% 0 mo.	10% 10 mo.	0% 13 mo.	0% 30 mo.	Septic system installation complete. Fire pumps building installed. Stucco work and metal roofing in progress. Sitework, paving and landscape in progress. Interior partitions, HVAC and electrical in progress. Project is 65% complete and advancing well.	\$9,258,000.00	\$4,475,520.31	\$2,800,200.79	\$4,782,479.69
Silver Consolidated Schools	R14-016	R14-016 Silver-La Plata ES	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	District is currently designing roof repair with a design professional. It is anticipated to start construction of the roof repair in 2014 as the school year ends.	\$292,474.00	\$0.00	\$0.00	\$292,474.00
Socorro Consolidated Schools	P12-011	P12-011 San Antonio Elementary School	100% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	District has secured land from the BLM for the new school. The district will issue an RFP for a design professional 1/3/14. District has it's funding in place. This project is currently 17 months behind the original MOU schedule.	\$244,550.00	\$26,307.53	\$25,283.34	\$218,242.47
Truth or Consequences Municipal Schools	K13-005	K13-005 T or C Elementary Pre-Kindergarten Classroom	100% 0 mo.	100% 0 mo.	20% 7 mo.	0% 13 mo.	0% 25 mo.	Stem walls started and ongoing through 11-21-13. Plumbing and electrical rough-in ongoing. CMU exterior southside of B&C wings to start on 11-25-13.	\$214,961.04	\$148,723.80	\$9,492.63	\$66,237.24
Truth or Consequences Municipal Schools	P08-022	P08-022 Arrey Elementary	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	50% 0 mo.	Bohannon Huston provided their analysis report of the WWTS problems on 11-14-13, and a scope of work is being requested in order to bid the remedial work that needs to be accomplished in order to fix all issues at the WWTS.	\$2,552,791.00	\$1,966,505.91	\$1,958,042.67	\$586,285.09
Truth or Consequences Municipal Schools	P12-012	P12-012 Truth or Consequences Elementary School	100% 0 mo.	100% 0 mo.	20% 7 mo.	0% 13 mo.	0% 25 mo.	Stem walls started and ongoing through 11-21-13. Plumbing and electrical rough-in ongoing. CMU exterior southside of B&C wings to start on 11-25-13. Contractor behind 2 to 3 weeks due to rains during monsoon season. Contractor working on making time up.	\$5,831,012.40	\$4,916,510.69	\$1,028,306.12	\$914,501.71
Tularosa Municipal Schools	R14-017	R14-017 Tularosa - Tularosa Intermediate School	0% 0 mo.	90% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	MOU was approved on 11-8-13. Design of reroof is at 90% complete. It is anticipated to bid early 2014 and have construction start in April 2014.	\$464,646.00	\$0.00	\$0.00	\$464,646.00
Tularosa Municipal Schools	R14-018	R14-018 Tularosa-Tularosa MS	0% 0 mo.	90% 0 mo.	0% 0 mo.	0% 0 mo.	0% 0 mo.	MOU was approved on 11-4-13. Design of reroof is at 90% complete. It is anticipated to bid early 2014 and have construction start in April 2014.	\$96,378.00	\$0.00	\$0.00	\$96,378.00
West Las Vegas Public Schools	P12-013	P12-013 WLV Partnership Middle-High School	100% 0 mo.	100% 0 mo.	59% 4 mo.	0% 12 mo.	0% 22 mo.	Notice to Proceed issued to GC on 08/08/13. Interior finishes, window installation, plumbing, mechanical & electrical rough in underway. Site sidewalks & wall underway.	\$1,622,114.17	\$1,587,318.67	\$446,258.83	\$34,795.50

PSCOC Project Status Report

11/26/2013

Non Applicable

On Schedule

Behind Schedule

Behind Schedule, No Progress

PP = Project Planning - Developing RFP/Contracts for Ed Spec Writer, Development and Approval of Ed Spec.
DD = Design Development - Project design development through construction Documents (plans and specs, bidding/proposal phase)
C = Construction - Project Under Construction
FC = Final Completion - All closeout documentation submitted and approved. Final payment approved.
PC = Project Closeout - 11 month correction period completed. Financial closeout completed.

School District	Project #	Project Name	PP	DD	C	FC	PC	Manager Report	State Share	COMMITTED	EXPENDED	BALANCE
West Las Vegas Public Schools	P12-014	P12-014 Union Elementary School	100% 0 mo.	100% 0 mo.	100% 0 mo.	64% 1 mo.	17% 15 mo.	Certificate of Substantial Completion issued on 08/15/13, school is occupied. GC preparing closeout documentation.	\$859,921.00	\$859,438.65	\$816,936.44	\$482.35
West Las Vegas Public Schools	P13-009	P13-009 West Las Vegas Middle School	99% 0 mo.	0% 3 mo.	0% 12 mo.	0% 20 mo.	0% 32 mo.	Educational Specifications final document provided for review to DR and PSFA on 10/8/13. Ed Spec planner to present Ed Specs at 11/21/13 WLVS school board work session.	\$81,193.00	\$38,054.12	\$0.00	\$43,138.88
West Las Vegas Public Schools	R12-014	R12-014 Tony Serna Jr. Elementary School Roof	0% 0 mo.	100% 0 mo.	100% 0 mo.	100% 0 mo.	78% 4 mo.	Certificate of Final Completion issued, final payment processed. 11 month warranty inspection completed 8/19/13.	\$253,002.00	\$222,041.53	\$236,031.60	\$30,960.47
West Las Vegas Public Schools	R14-019	R14-019 West Las Vegas HS Band-Shop Roofing	0% 0 mo.	14% 3 mo.	0% 11 mo.	0% 15 mo.	0% 30 mo.	DP Agreement approved on 10/3/13. Roof consultant proposal for design approved on 11/13/13.	\$140,800.00	\$10,810.63	\$0.00	\$129,989.37
Zuni Public Schools	K13-006	K13-006 A:Shiwi Elementary Pre-Kindergarten Classroom	100% 0 mo.	0% 4 mo.	0% 17 mo.	0% 23 mo.	0% 39 mo.	RFP for design was published on 11.4.13 with proposals due 12.12.13. This project is tied to Dowa Yalanne A:shiwi ES	\$309,728.00	\$0.00	\$0.00	\$309,728.00
Zuni Public Schools	P13-010	P13-010 Dowa Yalanne & A:Shiwi Elementary Schools	100% 0 mo.	0% 4 mo.	0% 20 mo.	0% 24 mo.	0% 39 mo.	RFP for Design Professional was published on 11.4.13 with proposals due 12.12.13. Lease was signed by the School Board and Tribal Council on 11.13.13	\$2,541,941.00	\$38,857.05	\$38,857.05	\$2,503,083.95
									\$728,106,486.11	\$559,183,995.75	\$433,897,153.77	\$168,922,490.36

Item No. VIII. B.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: Master Plan Project Status Report

III. Name of Presenter(s): Martica Casias, Planning and Design Manager

IV. Proposed Motion:

Informational item.

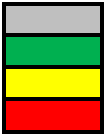
V. Executive Summary:

There are eight Facilities Master Plans under contract;

- three are 95% complete, estimated to be complete at the end of November;
- five are 75% complete, estimated to be complete at the end of December.

Master Plan
PSCOC Project Status Report

11/14/2013



Non Applicable
On Schedule
Days Behind Schedule 30
Days Behind Schedule 60

Phase 1 = PO, CFA, CFU
Phase 2 = CFD, CUS
Phase 3 = PMP, BA, PA

School District	Project #	Project Name	Phase 1	Phase 2	Phase 3	Manager Report	STATE SHARE	COMMITTED	EXPENDED	BALANCE
Clayton Municipal Schools	M13-001	M13-001 Clayton Master Plan Award	100% 0 mo.	100% 0 mo.	75% 2 mo.	District needs to set final meeting date. Anticipated completion Dec. 20th.	\$9,601.00	\$7,928.70	\$6,256.40	\$1,672.30
Cloudcroft Municipal Schools	M13-002	M13-002 Cloudcroft Master Plan Award	100% 1 mo.	100% 1 mo.	75% 2 mo.	Consultant is drafting plan sections and finalizing projects list. Consultant anticipates submitting plan to Board and PSFA in November. Plan is on schedule for completion in December (10/23/13).	\$2,939.00	\$2,742.14	\$1,284.80	\$1,654.20
Des Moines Municipal Schools	M13-003	M13-003 Des Moines Master Plan Award	100% 0 mo.	100% 0 mo.	95% 1 mo.	Final board review, anticipated completion November 30th.	\$22,004.00	\$22,004.00	\$17,603.21	\$4,401.00
Farmington Municipal Schools	M13-004	M13-004 Farmington Master Plan Award	100% 0 mo.	50% 1 mo.	75% 2 mo.	The master plan is on schedule. Vendor has completed 2 of 3 committee meetings. The anticipated completion and Board adoption is December 2013.	\$81,122.00	\$70,705.60	\$60,289.20	\$10,416.40
Lake Arthur Municipal School District	M13-005	M13-005 Lake Arthur Master Plan Award	100% 1 mo.	90% 1 mo.	75% 2 mo.	Project is 75% complete, Consultant is compiling results from October public meetings and developing capital priorities list. Consultant plans another meeting with the FMP Committee on October 30th. Plan is on schedule and will be completed in December 2013 (10/23/13).	\$3,821.00	\$3,821.00	\$0.00	\$0.00
Pojoaque Valley Public Schools	M13-007	M13-007 Pojoaque Master Plan Award	100% 0 mo.	100% 0 mo.	95% 1 mo.	Approximately 95% complete, anticipated completion date mid-November.	\$26,195.00	\$26,195.00	\$10,792.79	\$0.00
Springer Municipal Schools	M13-009	M13-009 Springer Master Plan Award	100% 0 mo.	100% 0 mo.	95% 1 mo.	Anticipate adoption and completion by November 30th.	\$16,212.26	\$12,738.20	\$5,449.01	\$3,474.06
Texico Municipal Schools	M13-010	M13-010 Texico Master Plan Award	100% 1 mo.	100% 1 mo.	75% 2 mo.	Consultant is preparing the FMP sections. Plan is on schedule for December completion (10/23/13).	\$20,807.00	\$20,807.00	\$0.00	\$0.00
							\$182,701.26	\$166,941.64	\$101,675.41	\$21,617.96

Item No. VIII. C.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: Lease Assistance Report

III. Name of Presenter(s): Jeff Eaton, Director of Business Operations

IV. Proposed Motion:

Informational item.

V. Executive Summary:

97 Lease Assistance Awards totaling \$12.9 million; \$1.8 million disbursed to date.

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
2013-2014 LEASE ASSISTANCE AWARDS

	District	School	State (S) or Local (L) Charter	Charter (x for "yes")	Grade Level	Charters in Public Building or Exception 3	Lessor	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft of ¹ Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 MEM or Est. per PED	Sq. Ft. per PED MEM	Actual Lease	Cost/Sq Ft	Total Annual Lease Payment per PED MEM	Lease Payment for Classroom and ¹ Direct Admin Space	Maximum Allowable Lease Assist @ \$739.95/PED MEM ² or Adjusted Lease	Balance	FY 2014 Q1 July 2013 thru Sept 2013	
001	Albuquerque	Academy of Trades & Technology	S	X	9-12	Y,Z	N-LWOP	20,033.0	317.3	650.0	21,000.3	111.5	188	180,120	8.58	1,615.4	174,545	82,504	82,504		001
002	Albuquerque	ACE Leadership High School	S	X	9-12			10,750.0	578.3	672.0	12,000.3	285.5	42	247,402	20.62	866.6	233,548	211,256	211,256		002
003	Albuquerque	Albuquerque Institute for Math & Science	S	X	6-12	X	U	17,251.0	611.3	0.0	17,862.3	307.5	58	179,455	10.05	583.6	179,455	179,455	134,591	44,863.75	003
004	Albuquerque	Albuquerque School of Excellence	S	X	1-11			24,041.0	611.3	0.0	24,652.3	307.5	80	517,952	21.01	1,684.4	517,952	227,535	170,651	56,883.75	004
005	Albuquerque	Albuquerque Talent Development	L	X	9-12			11,960.0	348.8	941.5	13,250.3	132.5	100	210,107	15.86	1,585.7	195,178	98,043	73,533	24,510.75	005
006	Albuquerque	Alice King Community School	L	X	K-5			16,913.0	633.8	4,257.0	21,803.8	322.5	68	305,330	14.00	946.8	245,717	238,634	238,634		006
007	Albuquerque	Amy Biehl High School	S	X	9-12	X	F	39,755.0	579.8	1,554.0	41,888.8	286.5	146	1,200	0.03	4.2	1,155	1,155	1,155		007
008	Albuquerque	Bataan Military Academy	L	X	8-12			8,055.0	323.3	391.0	8,769.3	115.5	76	93,707	10.69	811.3	89,529	85,464	64,053	21,411.50	008
009	Albuquerque	Cesar Chavez	S	X	9-12	Z	N	11,272.0	453.0	8,297.0	20,022.0	202.0	99	340,931	17.03	1,687.8	199,651	149,470	149,470		009
010	Albuquerque	Christine Duncan's Heritage Academy	L	X	K-8			20,115.0	314.3	0.0	20,429.3	109.5	187	168,000	8.22	1,534.2	168,000	81,025	60,768	20,256.25	010
011	Albuquerque	Cien Aguas International School	S	X	K-8			14,571.0	537.0	950.0	16,058.0	258.0	62	192,674	12.00	746.8	181,275	181,275	181,275		011
012	Albuquerque	Coral Community School	S	X	K-6			10,600.0	200.0	0.0	10,800.0	49.0	220	140,400	13.00	2,865.3	140,400	36,258	36,258		012
013	Albuquerque	Corrales International School	L	X	K-12			16,140.0	477.8	900.0	17,517.8	218.5	80	286,751	16.37	1,312.4	272,019	161,679	121,259	40,419.75	013
014	Albuquerque	Cottonwood Classical Preparatory School	S	X	6-12			44,561.0	944.3	1,637.0	47,142.3	529.5	89	676,937	14.36	1,278.4	653,431	391,804	391,804		014
015	Albuquerque	Creative Education Prep. Institute #1	S	X	9-12			12,513.0	409.5	2,768.0	15,690.5	173.0	91	165,945	10.58	959.2	136,670	128,011	96,009	32,002.75	015
016	Albuquerque	Digital Arts and Technology Academy HS	L	X	9-12			46,391.0	599.3	2,010.0	49,000.3	299.5	164	470,000	9.59	1,569.3	450,721	221,615	221,615		016
017	Albuquerque	East Mountain High School	S	X	9-12	Y,Z	N-LWOP	35,266.0	696.8	3,902.0	39,864.8	364.5	109	308,200	7.73	845.5	278,033	269,712	202,284	67,428.00	017
018	Albuquerque	El Camino Real Academy	L	X	K-12		LWOP	58,429.0	675.8	2,285.0	61,389.8	350.5	175	700,000	11.40	1,997.1	673,945	259,352	259,352		018
019	Albuquerque	Gilbert L. Sena Charter H.S.	S	X	9-12			14,521.0	416.3	1,084.0	16,021.3	177.5	90	193,660	12.09	1,091.0	180,557	131,341	131,341		019
020	Albuquerque	Gordon Bemell Charter School	L	X	9-12	X	C	13,122.0	1,069.5	643.0	14,834.5	613.0	24	175,013	11.80	285.5	167,427	167,427	167,427		020
021	Albuquerque	Horizon Academy West	S	X	K-6	X	N-LWOP	34,709.0	800.3	0.0	35,509.3	433.5	82	524,260	14.76	1,209.4	524,260	320,768	276,160	44,608.33	021
022	Albuquerque	La Academia de Esperanza	L	X	6-12	Z	N	20,192.0	674.3	0.0	20,866.3	349.5	60	375,000	17.97	1,073.0	375,000	258,613	193,959	64,653.25	022
023	Albuquerque	La Promesa Charter School	S	X	PK-8	Z	N	28,160.0	588.8	5,251.0	33,999.8	292.5	116	480,000	14.12	1,641.0	405,868	216,435	216,435		023
024	Albuquerque	La Resolana Leadership Academy	S	X	6-8			10,104.0	256.5	593.0	10,953.5	71.0	154	121,627	11.10	1,713.1	115,042	52,536	39,402	13,134.00	024
025	Albuquerque	Los Puentes	L	X	7-12	Z	N	11,017.0	448.5	8,113.0	19,578.5	199.0	98	312,414	15.96	1,569.9	182,955	147,250	147,250		025
026	Albuquerque	Media Arts Collaborative Charter School	S	X	9-12	Y	N-LWOP	7,401.0	414.0	2,985.0	10,800.0	176.0	61	198,360	18.37	1,127.0	143,536	130,231	130,231		026
027	Albuquerque	Mission Achievement and Success	S	X	6-12			20,387.0	312.8	693.0	21,392.8	108.5	109	143,686	6.72	1,324.3	139,031	80,285	60,213	20,071.25	027
028	Albuquerque	The Montessori Elementary School	S	X	K-8	Z	N	28,500.0	716.3	2,798.0	32,014.3	377.5	85	550,000	17.18	1,457.0	501,931	279,331	279,331		028
029	Albuquerque	Montessori of the Rio Grande	L	X	PK-5	X	D	19,439.0	447.0	350.0	20,236.0	198.0	102	118,948	5.88	600.7	116,891	116,891	116,891		029
030	Albuquerque	Mountain Mahogany Community	L	X	K-8			12,480.0	456.8	1,648.0	14,584.8	204.5	71	120,000	8.23	586.8	106,441	106,441	106,441		030
031	Albuquerque	Native American Community Academy	L	X	6-12	X	T	17,816.0	713.3	12,253.0	30,782.3	375.5	82	278,763	9.06	742.4	167,800	167,800	128,961	38,839.00	031
032	Albuquerque	New America School	S	X	9-12	Z	N	23,408.0	795.8	1,142.0	25,345.8	430.5	59	635,255	25.06	1,475.6	606,632	318,548	238,911	79,637.00	032
033	Albuquerque	NM International School	S	X	K-3			10,416.0	345.0	1,702.0	12,463.0	130.0	96	174,650	14.01	1,343.5	150,799	96,194	72,145	24,048.50	033
034	Albuquerque	North Valley Academy	S	X	K-8			26,880.0	859.5	11,060.0	38,799.5	473.0	82	494,696	12.75	1,045.9	353,680	349,996	262,497	87,499.00	034
035	Albuquerque	Nuestros Valores Charter School	L	X	9-12			7,601.0	324.0	1,582.0	9,507.0	116.0	82	100,608	10.58	867.3	83,866	83,866	83,866		035
036	Albuquerque	Public Academy for Performing Arts	L	X	6-12	X	D	19,200.0	697.5	0.0	19,897.5	365.0	55	267,673	13.45	733.4	267,673	267,673	267,673		036
037	Albuquerque	Ralph J. Bunche Academy	S	X	K-8	X	SL	10,716.0	306.0	0.0	11,022.0	104.0	106	60,100	5.45	577.9	60,100	60,100	45,367	14,733.25	037
038	Albuquerque	Robert F. Kennedy Charter High School	L	X	9-12	X	D	19,200.0	470.3	1,200.0	20,870.3	213.5	98	143,737	6.89	673.2	135,472	135,472	135,472		038
039	Albuquerque	Sage Montessori Charter School	S	X	K-7			13,640.0	361.5	0.0	14,001.5	141.0	99	226,087	16.15	1,603.5	226,087	104,333	78,250	26,083.25	039
040	Albuquerque	SIATech (School for Integrated Academics &	L	X	9-12			1,701.0	598.5	0.0	2,299.5	299.0	8	21,600	9.39	72.2	21,600	21,600	21,600		040
041	Albuquerque	South Valley Academy	L	X	9-12	X	D	30,863.0	516.8	9,037.0	40,416.8	244.5	165	237,972	5.89	973.3	184,763	180,918	180,918		041
042	Albuquerque	South Valley Preparatory School	S	X	6-8			9,804.0	370.5	129.0	10,303.5	147.0	70	92,520	8.98	629.4	91,362	91,362	68,521	22,840.50	042
043	Albuquerque	Southwest Aeronautics, Mathematics and Science	S	X	7-12	X	M	37,975.0	559.5	2,465.0	40,999.5	273.0	150	249,510	6.09	914.0	234,509	202,006	151,505	50,501.50	043
044	Albuquerque	SW Intermediate Learning Center	S	X	7-8			11,880.0	318.8	282.0	12,480.8	112.5	111	97,928	7.85	870.5	95,715	83,244	62,433	20,811.00	044
045	Albuquerque	SW Primary Learning Center	S	X	4-6			14,200.0	307.5	492.0	14,999.5	105.0	143	93,670	6.24	892.1	90,598	77,695	58,271	19,423.75	045
046	Albuquerque	SW Secondary Learning Center	S	X	7-12			19,252.0	570.0	698.0	20,520.0	280.0	73	234,176	11.41	836.3	226,210	207,186	155,390	51,796.50	046
047	Albuquerque	The Albuquerque Sign Language Academy	S	X	K-6	X	C	4,434.0	253.5	4,822.0	9,509.5	69.0	138	114,120	12.00	1,653.9	56,253	51,057	38,292	12,764.25	047
048	Albuquerque	The GREAT Academy	S	X	9-12			9,935.0	402.0	4,643.0	14,980.0	168.0	89	191,471	12.78	1,139.7	132,125	124,312	76,444	47,867.82	048
049	Albuquerque	The International School at Mesa del sol	S	X	K-7			21,106.0	545.3	1,254.0	22,905.3	263.5	87	211,500	9.23	802.7	199,921	194,977	146,233	48,744.24	049
050	Albuquerque	⁴ The Learning Community Charter School	S	X	6-12	Z	N	26,000.0	419.3	1,582.0	28,001.5	179.5	156	204,000	7.29	1,136.5	192,473	132,821	132,821		050
051	Albuquerque	Tierra Adentro	S	X	6-11			10,648.0	450.8	1,176.0	12,274.8	200.5	61	155,144	12.64	773.8	140,280	140,280	140,280		051
052	Albuquerque	21 st Century Public Academy	L	X	5-8			16,841.0	512.3	0.0	17,353.3	241.5	72	170,184	9.81	704.7	170,184	170,184	127,638	42,546.00	052
053	Albuquerque	William W. & Josephine Dorn Charter Community	S	X	K-5			5,157.0	165.8	274.0	5,596.8	10.5	533	39,600	7.08	3,771.4	37,661	7,769	7,769		053
054	Aztec	Mosaic Academy	L	X	K-8			16,780.0	418.5	0.0	17,198.5	179.0	96	109,481	6.37	611.6	109,481	109,481	109,481		054
055	Carlsbad	Jefferson Montessori Academy	L	X	K-12	X	D	36,118.0	436.5	725.0	37,279.5	191.0	195	140,070	3.76	733.4	137,346	137,346	137,346		055
056	Cimarron	Moreno Valley High School	L	X	9-12	Z	N	8,370.0	287.3	559.0	9,216.3	91.5	101	68,000	7.38	743.2	63,876	63,876	47,907	15,969.00	056
057	Clovis	Choices - Alternative Learning Center			7-12			12,148.0	510.0	539.0	13,197.0	240.0	55	102,690	7.78	427.9	98,496	98,496	98,496		057
058	Espanola	Carinos Charter School	L	X	K-7	X	D	57,236.0	477.0	0.0	57,713.0	218.0	265	127,459	2.21	584.7	127,459	127,459	127,459		058
059	Espanola	La Tierra Montessori School of the Arts and Sciences	S	X	K-6	X															

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
2013-2014 LEASE ASSISTANCE AWARDS

	District	School	State (S) or Local (L) Charter	Charter (x for "yes")	Grade Level	Charters in Public Building or Exception 3	Lessor	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft of ¹ Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 MEM or Est. per PED	Sq. Ft. per PED MEM	Actual Lease	Cost/Sq Ft	Total Annual Lease Payment per PED MEM	Lease Payment for Classroom and ¹ Direct Admin Space	Maximum Allowable Lease Assist @ \$739.95/PED MEM ² or Adjusted Lease	Balance	FY 2014 Q1 July 2013 thru Sept 2013	
069	Jemez Valley	San Diego Riverside	L	X	K-8	X	T	11,775.0	288.8	7,041.0	19,104.8	92.5	207	68,935	3.61	745.2	43,529	43,529	43,529		069
070	Jemez Valley	Walatowa High Charter School	S	X	9-12	X	T	3,480.0	249.8	0.0	3,729.8	66.5	56	46,201	12.39	694.8	46,201	46,201	46,201		070
071	Las Cruces	Alma d'arte Charter HS	S	X	9-12	X,Z	N	28,569.0	432.0	15,980.0	44,981.0	188.0	239	215,000	4.78	1,143.6	138,619	138,619	104,152	34,467.00	071
072	Las Cruces	Families and Youth Inc./Las Montanas Charter school	L	X	9-12			15,840.0	506.3	12,220.0	28,566.3	237.5	120	359,625	12.59	1,514.2	205,786	175,738	131,804	43,934.50	072
073	Las Cruces	John Paul Taylor Academy	S	X	K-8			13,353.0	412.5	0.0	13,765.5	175.0	79	145,200	10.55	829.7	145,200	129,491	129,491		073
074	Las Cruces	La Academia Dolores Huerta	L	X	6-8			10,467.0	348.8	2,157.0	12,972.8	132.5	98	114,661	8.84	865.4	95,596	95,596	66,931	28,665.30	074
075	Las Cruces	New America School-Las Cruces	S	X	9-12			22,862.0	495.0	950.0	24,307.0	230.0	106	353,427	14.54	1,536.6	339,614	170,189	127,641	42,547.25	075
076	Los Lunas	School of Dreams Academy	S	X	7-12			23,274.0	606.0	0.0	23,880.0	304.0	79	448,300	18.77	1,474.7	448,300	224,945	168,709	56,236.25	076
077	Moriarty	Estancia Valley Classical Academy	S	X	K-10	Z	N	45,760.0	561.0	3,600.0	49,921.0	274.0	182	593,400	11.89	2,165.7	550,608	202,746	202,746		077
078	Questa	Red River Valley Charter	S	X	PreK-8	X	D	10,027.0	253.5	0.0	10,280.5	69.0	149	49,868	4.85	722.7	49,868	49,868	49,868		078
079	Questa	Roots & Wings Community School	L	X	K-8			2,682.0	221.3	1,212.0	4,115.3	47.5	87	45,444	11.04	956.7	32,060	32,060	24,045	8,015.00	079
080	Rio Rancho	The ASK Academy	S	X	9-11			20,191.0	397.5	3,521.0	24,109.5	165.0	146	346,290	14.36	2,098.7	295,717	122,092	122,092		080
081	Roswell	Sidney Gutierrez Middle School	L	X	6-8	X	M	18,564.0	239.0	0.0	18,803.0	64.5	292	31,524	1.68	488.7	31,524	31,524	31,524		081
082	Santa Fe	Monte del Sol Charter school	L	X	7-12	Z	N-LWOP	26,895.0	709.5	295.0	27,899.5	373.0	75	253,752	9.10	680.3	251,069	251,069	188,302	62,767.25	082
083	Santa Fe	New Mexico School for the Arts	S	X	9-12			36,727.0	429.0	876.0	38,032.0	186.0	204	152,550	4.01	820.2	149,036	137,631	103,223	34,407.75	083
084	Santa Fe	The Academy for Technology & the Classics	L	X	7-12	Z	N	35,739.0	692.3	664.0	37,095.3	361.5	103	260,000	7.01	719.2	255,346	255,346	191,490	63,856.50	084
085	Santa Fe	The MASTERS Program	S	X	10-12	X	U	6,144.0	384.0	1,361.0	7,889.0	156.0	51	110,560	14.01	708.7	91,486	91,486	63,846	27,639.93	085
086	Santa Fe	Tierra Encantada Charter High School	L	X	7-12	X	D	28,875.0	480.8	706.0	30,061.8	220.5	136	154,700	5.15	701.6	151,067	151,067	113,300	37,766.75	086
087	Santa Fe	Turquoise Trail Charter School	L	X	K-6	X	D	64,935.0	848.3	3,321.0	69,104.3	465.5	148	341,008	4.93	732.6	324,620	324,620	243,465	81,155.00	087
088	Silver	Aldo Leopold High School	S	X	9-12			9,827.0	273.0	722.0	10,822.0	82.0	132	72,000	6.65	878.0	67,196	60,676	60,676		088
089	Socorro	Cottonwood Valley Charter School	L	X	K-8			10,310.0	405.0	0.0	10,715.0	170.0	63	120,947	11.29	711.5	120,947	120,947	90,710	30,236.75	089
090	Taos	Anansi Charter School	L	X	K-5	Y, Z	N-LWOP	10,842.0	321.0	2,693.0	13,856.0	114.0	122	118,717	8.57	1,041.4	95,644	84,354	63,266	21,088.50	090
091	Taos	Taos Academy Charter School	S	X	5-12			12,804.0	396.0	0.0	13,200.0	164.0	80	120,000	9.09	731.7	120,000	120,000	120,000		091
092	Taos	Taos Integrated School for the Arts	S	X	K-7			14,441.0	363.0	0.0	14,804.0	142.0	104	144,000	9.73	1,014.1	144,000	105,073	105,073		092
093	Taos	Taos Municipal Charter School	L	X	K-8	Z	N	9,630.0	469.5	0.0	10,099.5	213.0	47	142,100	14.07	667.1	142,100	142,100	106,575	35,525.00	093
094	Taos	Vista Grande High School	L	X	9-12	X	D	5,994.0	266.3	3,760.0	10,020.3	77.5	129	73,330	7.32	946.2	45,814	45,814	45,814		094
095	West Las Vegas	Rio Gallinas School	L	X	K-8	X	D	10,327.0	435.0	0.0	10,762.0	90.0	120	74,700	6.94	830.0	74,700	66,596	66,596		095
096	Albuquerque	Health Leadership High School	S	X	9-12	Z	N	9,338.0	315.0	723.0	10,376.0	110.0	94	151,490	14.60	1,377.2	140,934	81,395	57,395	24,000.00	096
097	Penasco	La Jicarita	S	X	K-6	Z	N	4,200.0	228.0	612.0	5,040.0	52.0	97	48,537	9.63	933.4	42,643	38,477	38,477		097
098																					098
099																					099
100																					100
TOTAL / AVERAGE																					
		97	52	91		47	50	2,448,002	45,804	175,528	2,669,334	20,757.0	129	19,344,549	9.92	97,276	17,497,582	12,963,756	11,162,332	1,801,423.41	

NOTES:

Shaded rows indicate new application (yellow)

¹ Direct Administrative Space not to exceed 150nsf + 1.5nsf x MEM

² \$700/MEM+(Consumer Price Index): FY09=1.9%, FY10=1.6%, FY11= -0.4%, FY12=1.6%, FY13=3.2% - Not Applied, FY14 Staff Recommendation of 0.9% Based On Commercial

³ X = Public Building; Y = Lease Purchase; Z = Lease from Non-Profit (meets standards in 22-8b-4.2. for being housed by July 1, 2015)

⁴ School is scheduled for PEC revocation hearing July 29th

LESSOR KEY:

C = County (3), D = District (13), F = Fed (1), M = Municip (3), N = Nonprofit (19), SL = State Land Office (4), T = Tribal (3), U = University (3)

	Charter Schools Only			Average
	Low	High	Total	
Total Square Feet	1,248	187,568	2,074,433	22,795.96
SF Per MEM:	8	533	10,564	116
Actual Lease Cost (yrly)	1,200	700,000	19,202,326	211,015
Cost Per SF	0.03	25.06		10.47

Item No. VIII. D.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: Maintenance Program Status

III. Name of Presenter(s): Les Martinez, Facilities Maintenance and Operations Support Manager

IV. Proposed Motion:

Informational Item.

V. Executive Summary:

The PSFA maintenance program has three major functions or components:

1. **Facility Information Management System (FIMS)** – A software tool to help school districts manage their maintenance programs, currently provided by SchoolDude.
2. **Preventive Maintenance Plans (PMP)** – A written plan based on industry standards, combined with automated schedules and reports using FIMS or other software to manage their operation.
3. **Facility Maintenance Assessment Report (FMAR)** – Site assessments based on industry and federal building management standards to evaluate how well a site is being maintained and the capital investment protected.

Current status across New Mexico:

- PM plan currency-33% of the districts have a current PM plan
- FIMS usage -65% of district use FIMS effectively
- FMAR average score - 61.27% (where 70% is 'passing')
- Total FMARs completed to date: 544

Item No. VIII. E.

I. PSCOC Meeting Date(s): December 3, 2013

II. Item Title: Standard Lease

III. Name of Presenter(s): Bob Gorrell, Director

IV. Proposed Motion:

Informational only.

V. Executive Summary:

Development of the standard leases progresses. The second Charter Lease Review Meeting this Wednesday, December 4 in the Auditorium of 800 Bradbury SE, in the Albuquerque North Research Park. Invitations have been sent to all stakeholders and with the following drafts attached to the invitation.

- DRAFT_Modified Gross Facilities Lease
- DRAFT_Repairs and Maintenance Amendment
- DRAFT_Lease Purchase Agreement
- DRAFT_Sublease Amendment Provisions

Following general consensus of the above lease documents, final drafts of these documents will be prepared, and draft agreements for land and tribal land will be prepared for review. When all documents are acceptable to the PSCOC, and if the PSCOC wish to require any use of these agreements, rules would need to be developed. Otherwise, the documents could be made available for voluntary use.

Kenneth A. Hunt: Born: Pasadena, California, June 6, 1947; Admitted to Bar: 1972, California; 1976, New Mexico. Education: University of Redlands (A.B., 1969); Loyola University of Los Angeles (J.D., 1972). Ratings and Recognitions: Martindale-Hubbell Rating AV; and designated as "Super Lawyer of the Southwest" in Real Estate Law area of practice. Publications: Co-Editor in Chief, The New Mexico Real Estate Law Reporter, 1987-1992; and author: "Recent Developments in New Mexico Real Estate Contract Law," April, 1987; "The Impact of the Tax Reform Act of 1986 on Real Estate Transactions," October, 1987; "Title Insurance Update," 1990, in the New Mexico Real Estate Law Reporter. Lecturer: numerous times before the New Mexico Bar Association, New Mexico Bar approved seminars, New Mexico Land Title Association, New Mexico Board of Realtors and New Mexico Escrow Association. Member: State Bar of New Mexico; State Bar of California; New Mexico Land Title Association; New Mexico Board of Realtors; Probate, Trust and Real Estate Section of the New Mexico Bar Association. Practice Areas: Real Estate Law, Mortgage Law, Lease Law, Title Insurance Law, Ad Valorem Tax Law; Corporate Entities Law. Client Categories: represents commercial landlords and tenants, developers, lenders, builders, local title company agents and is New Mexico counsel for a national title insurance company. Mr. Hunt has limited his practice to primarily real estate and corporate law since 1984, and has drafted and reviewed hundreds of leases over that time period.

Scope of Work

Create for the New Mexico Public Schools Facilities Administration two part template forms to be used by Charter Schools for: (a) standard facilities leases; (b) lease/purchases; (c) land leases; and (d) tribal leases. For each type of scenario the form would have a boilerplate portion with definitions and standard general provisions, and a modifiable portion which would be tailored for each transaction with variables such as the names of the parties, description of the property, term of the lease, rental rate, maintenance and expense allocations, and any amendments to the boilerplate language.

Prepare a non-binding letter of intent form for each type of lease transaction with pertinent basic information which the parties would sign during negotiations and preliminarily to entering into an actual lease. It could also permit inspections and other due diligence before committing to an actual lease obligation. The purpose of the letter of intent is to ensure the parties have a meeting of the minds on the basic substantive terms before going to the expense and time of creating and negotiating the full lease terms.

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(FACILITIES)**

PART "A"

This Charter School Lease ("Lease") is made and entered into as of the ____ day of _____, 20____, ("Reference Date Only") by and between "Landlord" and "School".

SPECIFIC LEASE PROVISIONS (SLP)

A. "Landlord": _____, a _____

B. Landlord's Notification
Address:

_____ c/o _____

with copy to:

C. "School": _____, a _____

D. School's Notification
Address:

_____ c/o _____

with copy to:

E. "Complex": The real estate in _____ County, New Mexico, having an address of _____, New Mexico _____ described on Exhibit "A" ("Land"), together with the "Building(s)" and other "Improvements" existing or to be constructed thereon. The "Complex Rentable Area" is _____ square feet, more or less.

F. "Premises": _____ square feet, more or less, of "School's Usable Area" and _____ square feet, more or less, of "School's Allocated Common Area" within the Building(s), for a total of _____ square

feet, more or less ("School's Rentable Area"), together with the "Exclusive Use Area(s)" described on Exhibit "B".

(i) New Mexico Construction Industries Department 'E' Occupancy Certificate date: _____.

(ii) NMPSFA:

(a) Approval date: _____.

(b) NMCI score: _____.

(iii) NMPSFA Square Footage Calculations:

(a) "Gross Square Feet": _____.

(b) "Net Square Feet": _____.

(c) "Tare" Square Feet: _____.

(d) Percent Tare: ____%.

(e) Education Square Feet (w/tare included): _____.

(f) Administration Square Feet (w/tare included): _____.

(g) Other Space: _____.

G. "Charter Expiration Date": School's current five (5) year charter expires on _____.

H. Construction: (i) "Landlord's Work": Improvements to the Building(s) and other areas of the Complex to be constructed by Landlord pursuant to the "Approved Plans" in accordance with the "Landlord's Work Addendum" attached as Exhibit "C".

(ii) "Construction Allowance": *(select one)*

____ (a) "Fixed Price Construction Allowance":
\$ _____; or

____ (b) "Cost Plus Construction Allowance": Cost of Work plus ____% ("Cost Plus Percentage"), not to exceed \$ _____ ("Allowance Cap").

I. "School's Pro Rata Share": _____%.

J. Commencement Dates: (i) "Term Commencement Date": The date on which Substantial Completion of Landlord's Work is achieved, and Delivery of Possession of the Premises to School by Landlord occurs. The Term Commencement Date and certain other dates referenced in

this Lease will be memorialized by Landlord and School within thirty (30) days after the Term Commencement Date on the "Acknowledgement" attached hereto as Exhibit "D".

(ii) "Scheduled Term Commencement Date":
_____.

(iii) "Outside Term Commencement Date":
_____.

(iv) "Rent Commencement Date": The date which is the earlier to occur of (a) _____ (__) days following the Term Commencement Date, or (b) the date School opens for business to the public.

K. Term:

(i) "Initial Term": The term of this Lease commences on the Term Commencement Date and continues for _____ (__) years and _____ (__) months after the Term Commencement Date, plus if the Term Commencement Date is not the first day of a calendar month, the Initial Term shall be extended for the number of days remaining in the calendar month in which the Term Commencement Date occurs so that the expiration date of the Initial Term shall be the last day of a calendar month.

(ii) "Renewal Term(s)": _____ (__) _____ (__) year extensions of the Initial Term to be exercised pursuant to Section 3.04.

L. Rent:

(i) "Base Rent": Is set forth on "Addendum One" attached hereto. The Base Rent is based on School's Rentable Area. If School's Rentable Area is recalculated pursuant to Section 3.02, the Base Rent shall be recalculated.

(ii) "Reimbursable Expenses": "Utility CAM Costs", "Real Estate Related Taxes" and "Landlord's Insurance" for the Complex. The "Monthly Fixed Reimbursable Expenses" is School's Pro Rata Share of the Reimbursable Expenses, which amount is reflected on Addendum One. If School's Rentable Area or the Complex Rentable Area is recalculated pursuant to Section 3.02, School's Pro Rata Share and the Monthly Fixed Reimbursable Expenses shall be recalculated.

(iii) ____ (select if School is to pay annual adjustments in Reimbursable Expenses). The Monthly Fixed Reimbursable Expenses shall be adjusted annually based on Section 4.02 ("Annual Adjustments to Reimbursable Expenses").

(iv) "Prepaid Rent": \$ _____ representing Base Rent and Monthly Fixed Reimbursable Expenses due for the _____

full month following the Rent Commencement Date due on the date on or before _____.

M. "Security Deposit": \$_____. The Security Deposit shall be paid on or before _____.

N. "Permitted Use": A school and all related legal uses, including but not limited to evening events, community events, public meetings and community uses. The specific grades of instruction, types of educational programs and community programs to be undertaken by School are listed on attached Exhibit "E" ("Description of Specific Uses").

O. "Parking": Parking for the School shall be:

- (i) The non-exclusive right to park up to _____ vehicles within the Common Areas; or
- (ii) The exclusive right to park up to _____ vehicles within the "Parking Exclusive Use Area" of the Complex designated on Exhibit "B".

P. Brokers: _____,
representing Landlord ("Landlord's Broker"); and
_____ representing
School ("School's Broker").

Q. Contingencies:

- (i) Approved Plans (Exhibit "C", Landlord's Work Addendum Section I) shall be approved not later than _____;
- (ii) _____;
- (iii) _____;

R. Amendments: The General Lease Terms are amended as follows:

- (i) _____;
- (ii) _____;
- (iii) _____;

S. Addenda/Exhibits: Addendum "One" Base Rent and Reimbursable Expenses
Addendum "___" _____
Addendum "___" _____
Exhibit "A" Legal Description of Land
Exhibit "B" Diagram of Complex, Premises and Exclusive Use Area(s)

Exhibit "C" Landlord's Work Addendum

Exhibit "D" Acknowledgment

Exhibit "E" Description of Specific Uses

Exhibit "F" Rules and Regulations

Exhibit "G" Conflict of Interest Form

Exhibit "H" _____

References in the "General Lease Terms" to the "Specific Lease Provisions" or "SLP" are references to the information set out above. Each term used but not defined in the SLP shall have the meaning set forth in the General Lease Terms. If a conflict exists between the Specific Lease Provisions and the General Lease Terms, the Specific Lease Provisions will control. References to "Paragraphs" are to the Specific Lease Provisions and references to "Articles" or "Sections" are to the General Lease Terms.

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE
(FACILITIES)**

PART "B"

GENERAL LEASE TERMS

RECITALS

I. School is a public charter school duly organized and validly existing pursuant to the New Mexico Charter Schools Act (Sections 22-8B-1, et seq. NMSA 1978, as amended) (the "Charter School Act"), and School is authorized by the Charter School Act to contract with any third party for the use of a school building and grounds.

II. Landlord is the owner of the Complex, which includes the Premises.

III. School has determined it is in the best interests of School to lease the Premises from Landlord pursuant to this Lease, and the "Board" has duly authorized entering into this Lease; and Landlord has determined it is in the best interests of Landlord to lease the Premises to School pursuant to this Lease, and Landlord has duly authorized entering into this Lease.

IV. The terms and provisions of Part "A", Specific Lease Provisions (SLP), which contain the variable provisions of this Lease, are incorporated herein.

V. This Part "B", General Lease Terms, shall not be modified, except by language in Part "A", Special Lease Provisions, and amendments, addenda and exhibits referenced therein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

ARTICLE I

DEFINITIONS

"Acknowledgment" means Exhibit "D".

"Actual Prior Year Reimbursable Expenses" is defined in Section 4.02 (a).

"Additional Rent" means the Monthly Fixed Reimbursable Expenses, Annual Adjustments to Reimbursable Expenses and all other amounts due by School under the terms of this Lease, except Base Rent.

"Allowance Cap" is defined in Paragraph H(ii)(b) of the SLP.

"Alterations by School" is defined in Article IX.

"Annual Adjustments to Reimbursable Expenses" is defined in Paragraph L(iii) of the SLP and Section 4.02.

"Anti-Donation Clause" means Article IX, Section 14 of the New Mexico Constitution.

"Approved Plans" is defined in Exhibit "C", Landlord's Work Addendum, Section I.

"Base Rent" is defined in Paragraph L(i) of the SLP and Addendum "One".

"Board" means the governing council of School.

"Building(s)" means the building(s) housing the Premises.

"Building Area" means the square footage of the Building(s) in the Complex measured to and from the exterior or outside of perimeter walls and to and from the centerline of party walls.

"Building Common Areas" means the square footage of the Common Areas within the Building(s) measured to and from the exterior or outside of perimeter walls and to and from the centerline of party walls.

"Business Day(s)" means any day other than a Saturday, a Sunday or a day on which federal banks in Albuquerque, New Mexico are authorized by law to remain closed.

"Change Order" is defined in Landlord's Work Addendum, Section VIII.

"Charter Expiration Date" is defined in Paragraph G of the SLP.

"Charter School Act" means Sections 22-8B-1, et seq. NMSA 1978, as amended.

"Common Areas" is defined as all areas within the boundaries of the Complex, including, without limitation, all driveways, drive aisles, curbs, gutters, landscaping, street lights, parking areas and sidewalks, and including the foundations, roof, exterior walls and all other structural components of the Building(s), excluding only the interior and non-structural portions of the Premises and any other buildings or Improvements intended for the non-exclusive use of School and all other tenants or occupants of the Building(s) and/or the Complex.

"Complex" is defined in Paragraph E of the SLP.

"Complex Rentable Area" is set forth in Paragraph E of the SLP, and means the leasable square footage of the Building(s) and Common Areas in the Building(s) within the Complex measured to and from the exterior or outside of perimeter walls and to and from the centerline of party walls.

"Conflict of Interest Form" means Exhibit "G".

"Construction Allowance" is defined in Paragraph H(ii) of the SLP and Landlord's Work Addendum, Section II.

"Contractor" is defined in Landlord's Work Addendum, Section III.

"Cost of Work" is defined in Landlord's Work Addendum, Section II.

"Cost Plus Construction Allowance" is defined in Paragraph H(ii)(b) of the SLP.

"Cost Plus Percentage" is defined in Paragraph H(ii)(b) of the SLP.

"Delivery of Possession" is defined in Section 7.02(a).

"Description of Specific Uses" means Exhibit "E".

"Educational Occupancy Standards" means the requirements of the Charter School Act, approval of the NMPSFA, the "E" Occupancy Certificate of the New Mexico Construction Industries Department, NM Adequacy Standards, and all other Requirements of Law, related to the use and occupancy of the Premises for a school.

"Effective Date" is the date the last of Landlord and School fully execute this Lease.

"Estimated Actual Expenses" is defined in Section 4.02(c).

"Event(s) of Default" is defined in Section 16.01(a).

"Event of Nonappropriation" is defined in Section 6.02.

"Exclusive Use Area(s)" are shown on Exhibit "B" and mean those areas outside the Premises and within the Complex which are for the exclusive use of School.

"Final Cost Plus Allowance" is defined in Addendum "One".

"Final Plans" is defined in Landlord's Work Addendum, Section I.

"Fiscal Year" means School's fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

"Fixed Price Construction Allowance" is defined in Paragraph H(ii)(a) of the SLP.

"Force Majeure" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage.

"GLT" is the General Lease Terms.

"Gross Square Feet" is the total of all space in the Building(s) that includes the Net Square Feet, plus all other non-assignable spaces measured to the outside of exterior walls pursuant to the New Mexico Public School Adequacy Planning Guide.

"Hazardous Materials" is defined in Section 15.02.

"Hazardous Materials Laws" is defined in Section 15.02.

"Improvements" means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be constructed, removed, altered or otherwise renovated pursuant to the terms of this Lease.

"Initial Term" is defined in Paragraph K(i) of the SLP.

"Land" is defined in Paragraph E of the SLP.

"Landlord" is defined in Paragraph A of the SLP.

"Landlord's Broker" is defined in Paragraph P of the SLP.

"Landlord's Insurance" is defined in Section 12.01.

"Landlord's Work" is defined in Paragraph H(i) of the SLP and the Landlord's Work Addendum.

"Landlord's Work Addendum" means Exhibit "C".

"Lease" is this Charter School Lease, and it includes all amendments or supplements hereto.

"Lease Term" is the Initial Term and all Renewal Terms.

"Modified Gross Lease" is defined in Section 2.02(c).

"Monthly Fixed Reimbursable Expenses" is defined in Paragraph L(ii) of the SLP.

"Net Proceeds" is defined as: (i) the gross proceeds received: (a) from any insurance, performance bond or condemnation award or in lieu payment regarding the Premises or the Complex, or (b) as a consequence of any default or breach of warranty under any contract relating to the Premises or the Complex, minus (ii) expenses incurred in the collection of such gross proceeds or awards.

"Net Square Feet" is the interior usable space of the Building(s) required to meet or exceed the general or specific programmatic needs pursuant to the New Mexico Public School Adequacy Planning Guide.

"New Mexico Public School Adequacy Planning Guide" means the guide promulgated by the NMPSFA.

"NM Adequacy Standards" means Sections 6.27.30.1, et seq., NMAC.

"NMPSFA" means the New Mexico Public Schools Facilities Authority.

"NMPSFA Requirements" is defined in Landlord's Work Addendum, Schedule I.

"NMPSIA" means the New Mexico Public Schools Insurance Authority.

"Outside Term Commencement Date" is defined in Paragraph J(iii) of the SLP.

"Overpayment of Reimbursable Expenses" is defined in Section 4.02(b).

"Parking" is defined in Paragraph O of the SLP.

"Parking Exclusive Use Area" is defined in Paragraph O(ii) of the SLP and Exhibit "B".

"PEC" is the Public Education Commission of the State of New Mexico.

"PED" is the Public Education Department of the State of New Mexico.

"Permitted Use" is defined in Paragraph N of the SLP.

"Person" means any natural person, firm, corporation, partnership, limited liability company, State or local charter school, political subdivision of any state, other public body or other organization or association.

"Preliminary Plans" is defined in the Landlord's Work Addendum, Section I.

"Premises" is defined in Paragraph F of the SLP.

"Prepaid Rent" is defined in Paragraph L(iv) of the SLP.

"Prior Year Reconciliation" is defined in Section 4.02(a).

"PSCOC" means the Public School Capital Outlay Council.

"Punch List" is defined in Landlord's Work Addendum Section IV.

"Real Estate Related Taxes" is defined in Article XI.

"Reference Date Only" is the date reflected in the first paragraph of this Lease.

"Reimbursable Expenses" is defined in Paragraph L(ii) of the SLP.

"Renewal Option" is defined in Section 3.04.

"Renewal Term(s)" is defined in Paragraph K(ii) of the SLP.

"Rent Commencement Date" is defined in Paragraph J(i) of the SLP.

"Requirements of Law" means any federal, State or local statute, ordinance, rule or regulation, any judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

"Rules and Regulations" means Exhibit "F".

"Scheduled Term Commencement Date" is defined in Paragraph J(ii) of SLP.

"School" is defined in the Paragraph C of the SLP.

"School Delay" is defined in Landlord's Work Addendum, Section IX.

"School's Allocated Common Area" is set forth in Paragraph F of the SLP, and means School's Pro Rata Share of the Building Common Areas which are used by School and other tenants and occupants of the Complex.

"School's Broker" is defined in Paragraph P of the SLP.

"School's Pro Rata Share" is defined in Paragraph I of the SLP.

"School's Rentable Area" is set forth in Paragraph F of the SLP.

"School's Usable Area" is set forth in Paragraph F of the SLP, and means the square footage of the Premises measured to and from the exterior or outside of perimeter walls and to and from the centerline of party walls.

"School's Work" is defined in Landlord's Work Addendum, Section V.

"Security Deposit" is defined in Paragraph M of the SLP.

"Shortfall in Reimbursable Expenses" is defined in Section 4.02(b).

"SLP" is the Specific Lease Provisions.

"State" means the State of New Mexico.

"Sublease" is defined in Section 14.02.

"Substantial Completion" is defined in Landlord's Work Addendum, Section IV.

"Tare" is the Gross Square Feet of a Building(s) less the Net Square Feet therein which results in non-assignable spaces pursuant to the New Mexico Public School Adequacy Planning guide.

"Term Commencement Date" is defined in Paragraph J(i) of the SLP.

"Tort Claims Act" is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

"Utility CAM Costs" means all costs of utilities for the Common Areas and utility costs related to the Premises which are not separately metered and paid directly by School.

ARTICLE II

REPRESENTATIONS, COVENANTS, WARRANTIES AND ACKNOWLEDGEMENTS

Section 2.01. Representations, Covenants and Warranties by Landlord. Landlord represents, covenants and warrants that:

(a) Landlord (i) is duly organized, existing and in good standing under the laws of the State, (ii) is the owner of the Complex, and (iii) is duly authorized, by its governing body and applicable law, to own the Complex, to lease the Premises to School and to execute, deliver and perform its obligations under this Lease.

(b) As of the Term Commencement Date, the Premises complies with or will comply with all Requirements of Law, including applicable Educational Occupancy Standards pertaining to School's Permitted Use. Landlord further warrants that Landlord's Work has been or will be completed in accordance with the Approved Plans.

(c) Landlord has no conflict of interest with School or other third parties involving this Lease which is prohibited by the Requirements of Law.

(d) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Landlord is now a party.

Section 2.02. Landlord Acknowledgment. Landlord acknowledges and recognizes that:

(a) This Lease will be terminated upon the occurrence of an Event of Nonappropriation, and that a failure by School to appropriate funds in a manner that results in an Event of Nonappropriation is solely within the discretion of the Board; and

(b) This Lease will be terminated upon nonrenewal or revocation of School's charter.

(c) This is a "Modified Gross Lease", meaning, as to operating costs for the Premises and Complex (including all maintenance, repairs and replacements, ad valorem taxes, insurance and utilities), except for the Base Rent, Monthly Fixed Reimbursable Expenses, utilities separately metered to School, janitorial services for the Premises, School's insurance, personal property taxes of School and specific obligations related to indemnity by School and the tortious conduct of School, School shall only be liable for Annual Adjustments to Reimbursable Expenses if noted in Paragraph L(iii) of the SLP, and such adjustments shall be pursuant to Section 4.02.

Section 2.03. Representations, Covenants and Warranties by School. School represents, covenants and warrants that:

(a) School is a public charter school authorized by the PEC or local school board, and duly organized and validly existing under the laws of the State.

(b) State law authorizes School to lease, operate, maintain and purchase the Premises, to enter into this Lease and the transactions contemplated herein, and to carry out its obligations under this Lease, subject to the limitations and conditions stated, and the availability of sufficient appropriations and revenues therefor.

(c) The representatives of School executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of the Board or by other appropriate official action.

(d) School is not aware of any current violation of any Requirements of Law relating to the Premises and School has complied with all Requirements of Law with respect to this Lease and acquisition of the Premises, and all other Requirements of Law.

(e) School has appropriated sufficient monies in its operating budget to pay the Base Rent and Additional Rent estimated to be payable in the current Fiscal Year, related to this Lease.

(f) School has executed and submitted to the PSCOC the Conflict of Interest Form, and School agrees to annually submit a Conflict of Interest Form to the PSCOC during the Lease Term.

(g) The Initial Term may expire after the Charter Expiration Date.

ARTICLE III

DEMISE OF PREMISES; LEASE TERM

Section 3.01. Demise of Premises. Landlord hereby leases to School and School leases from Landlord, on the terms and conditions set forth herein, the Premises for the Lease Term, subject to the Permitted Exceptions, together with the nonexclusive right to use the Common Areas (including the Parking), with all other tenants and occupants of the Complex and their customers and patrons.

Section 3.02 Measurement of the Complex. On or before the Term Commencement Date, Landlord shall have a licensed architect certify the square footages set forth in Paragraphs E and F of the SLP, and any adjustments thereto and to the School's Pro Rata Share shall be reflected in the Acknowledgment.

Section 3.03. Lease Term. The Lease Term shall commence on the Term Commencement Date and shall expire on the earlier of any of the following events:

- (i) the last day of the month in which the final Base Rent payment is scheduled to be paid;
- (ii) June 30 of any Fiscal Year during which an Event of Nonappropriation or nonrenewal/revocation of School's charter has occurred;
- (iii) termination of this Lease following an Event of Default in accordance with Article XVI; or
- (iv) the final effective date of any revocation of School's charter by the applicable authorities.

Section 3.04. Renewal Option. School shall have the option of extending the Initial Term for the Renewal Term(s) on the same terms and conditions as provided for in this Lease for the Initial Term, except that the Base Rent for each Renewal Term, the Monthly Fixed Reimbursable Expenses and the Annual Adjustments to Reimbursable Expenses will be as set forth in Paragraphs L(ii) and L(iii) of the SLP and Addendum "One" ("Renewal Option"). Each Renewal Option shall be exercised in writing delivered to Landlord not later than one hundred eighty (180) days prior to the expiration of the Initial Term or current Renewal Term, as applicable. Notwithstanding the foregoing, if School does not exercise a Renewal Option within the applicable one hundred eighty (180) day period, Landlord shall send written notice to School so notifying School, and School shall have fifteen (15) days after the receipt of said notice to exercise the Renewal Option.

Section 3.05. Effect of Termination of Lease Term. Upon termination of the Lease Term:

- (a) All unaccrued obligations of School hereunder shall terminate, but all obligations of School that have accrued hereunder prior to such termination shall continue until they are discharged in full; and
- (b) If the termination occurs because of the occurrence of an Event of Default, School's right to possession of the Premises hereunder shall terminate and (i) School shall, within ninety (90) days, vacate the Premises; and (ii) if and to the extent the Board has appropriated funds for payment of Base Rent, Monthly Fixed Reimbursable Expenses and other Additional Rent payable during the Lease Term, or with respect to School's use of the Premises during the period between termination of the Lease

Term and the date the Premises are vacated, School shall pay such Base Rent, Monthly Fixed Reimbursable Expenses and other Additional Rent to Landlord.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the nonrenewal/revocation of School's charter, the termination shall be effective as of the last date of the then current Fiscal Year or upon the effective date of the revocation of School's charter in the case of revocation.

ARTICLE IV

RENT; REIMBURSABLE EXPENSES; SECURITY DEPOSIT

Section 4.01 **Base Rent; Reimbursable Expenses.** From and after the Rent Commencement Date, School shall pay the Base Rent and Monthly Fixed Reimbursable Expenses in monthly installments, on or before the first day of each month, without demand. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, then the monthly installment of Base Rent and Monthly Fixed Reimbursable Expenses for the first fractional month shall be equal to 1/30th of the monthly installment of Base Rent and Monthly Fixed Reimbursable Expenses for each day from the Rent Commencement Date to the end of the partial month.

Section 4.02 **Annual Adjustments to Reimbursable Expenses (applicable only if selected in Paragraph L(iii) of the SLP).**

(a) On or before August 1st of each year after the first Fiscal Year of the Lease Term, Landlord shall deliver to School a reconciliation for the prior Fiscal Year ("Prior Year Reconciliation") of the Monthly Fixed Reimbursable Expenses paid by School, and the actual amount of School's Pro Rata Share of the Reimbursable Expenses paid by Landlord ("Actual Prior Year Reimbursable Expenses").

(b) Unless School paid the Actual Prior Year Reimbursable Expenses, the Annual Adjustments to Reimbursable Expenses shall apply, as follows: (i) If the Prior Year Reconciliation reveals that the Actual Prior Year Reimbursable Expenses exceeds the Monthly Fixed Reimbursable Expenses paid by School for such preceding Fiscal Year ("Shortfall in Reimbursable Expenses"), School shall pay Landlord the difference in a lump sum within thirty (30) days of receipt of the Prior Year Reconciliation, if adequate funds have been appropriated to pay said amount; or (ii) If the Prior Year Reconciliation reveals that the Actual Prior Year Reimbursable Expenses are less than the Monthly Fixed Reimbursable Expenses paid by School for such preceding Fiscal Year ("Overpayment of Reimbursable Expenses"), Landlord shall credit such overpayment toward the Base Rent and Monthly Fixed Reimbursable Expenses next coming due under this Lease.

(c) To facilitate budgeting for a Shortfall in Reimbursable Expenses, on or before March 1st of each year, Landlord shall deliver to School an estimate of School's Pro Rata Share of the projected total Reimbursable Expenses through June 30 of the current Fiscal Year based on nine (9) months of data, as well as any Shortfall in Reimbursable Expenses for the prior Fiscal Year, if applicable ("Estimated Actual Expenses").

(d) In the event the Lease Term has expired and School has vacated the Premises, no Prior Year Reconciliation shall apply

(e) PED, NMPSFA, School and their duly authorized representatives shall have the right to audit and copy the records of Landlord related to School's Pro Rata Share of Reimbursable

Expenses and Annual Adjustments to Reimbursable Expenses with respect to any Fiscal Year within twelve (12) months following receipt of the applicable Prior Year Reconciliation for such Fiscal Year, upon not less than ten (10) days' prior written notice to Landlord, during normal business hours at Landlord's business offices. In the event School, in good faith, disputes the accuracy of any Prior Year Reconciliation on the basis of any such audit, such dispute must be alleged in reasonable detail in written notice to Landlord within one hundred twenty (120) days following School's completion of such audit. If the Actual Prior Year Reimbursable Expenses are determined to have been overstated by Landlord for any Fiscal Year, Landlord shall refund the Overpayment of Reimbursable Expenses to School within thirty (30) days of Landlord's receipt of the audit, and pay the reasonable costs of School's audit.

Section 4.03 Security Deposit. Landlord in its discretion and from time to time and at any time shall be entitled to apply any portion or all of the Security Deposit for reimbursement or satisfaction of any and all Events of Defaults by School and/or any and all damages, losses, attorneys' fees, costs or expenses of Landlord resulting therefrom, including those not remedied by School within the period, if any, expressly provided for in this Lease for such remedial action. Upon Landlord giving School notice of any such application of the Security Deposit, School shall, within thirty (30) days thereafter, pay to Landlord a sum sufficient to restore the amount of such Security Deposit to the amount set forth in the SLP. Within thirty (30) days following expiration of the Lease Term (except as otherwise provided by law), Landlord shall refund to School any balance of the Security Deposit remaining on deposit with Landlord which has not been applied to reimbursement or satisfaction of the foregoing items, and Landlord shall have no further liability with respect to the Security Deposit. Interest shall not be payable or paid on the Security Deposit or any balance thereof, unless otherwise required by law. Landlord shall not be required to segregate the Security Deposit in a separate account.

ARTICLE V

USE; COMMON AREAS; EXCLUSIVE USE AREAS; QUIET ENJOYMENT

Section 5.01. Use. The Premises shall only be used for the Permitted Use, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. School shall comply with all Requirements of Law related to the Premises and its use thereof, and School shall not take any action that would constitute a nuisance, nor permit any unlawful practice to be carried on or committed at the Premises.

Section 5.02. Common Areas. School shall have the non-exclusive right to use the Common Areas in conjunction with the other tenants and occupants of the Complex. Landlord has promulgated the Rules and Regulations which shall control use of the Common Areas. Landlord may revise the Rules and Regulations provided said revisions are reasonable. Any revisions to the Rules and Regulations shall be effective thirty (30) days after School's receipt thereof. Notwithstanding the foregoing, the Rules and Regulations as promulgated and enforced shall not violate the Educational Occupancy Standards.

Section 5.03 Exclusive Use Areas. School shall have the exclusive right to use the Exclusive Use Areas.

Section 5.04. Quiet Enjoyment. Landlord covenants that School, on paying the Base Rent and Additional Rent, and performing the covenants of this Lease shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

ARTICLE VI

APPROPRIATION AND NONAPPROPRIATION OF FUNDS

Section 6.01. Appropriation. The officer of School who is responsible for formulating budget proposals with respect to payments of Base Rent and Monthly Fixed Reimbursable Expenses is hereby directed (i) to estimate any Shortfall in Reimbursable Expenses or Additional Rent payable in the next ensuing Fiscal Year prior to the submission of each annual budget proposal to the Board during the Lease Term, and (ii) to include in each annual budget proposal submitted to the Board during the Lease Term the entire amount of Base Rent and Monthly Fixed Reimbursable Expenses scheduled to be paid, and the estimated Shortfall in Reimbursable Expenses and other Additional Rent to be payable during the next ensuing Fiscal Year; it being the intention of School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of School.

Section 6.02. Event of Nonappropriation. An "Event of Nonappropriation" shall be deemed to have occurred:

(a) On June 30 of any Fiscal Year if the State Legislature or School has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rent and all Monthly Fixed Reimbursable Expenses scheduled to be paid, and any Shortfall in Reimbursable Expenses and other estimated Additional Rent to be payable in the next ensuing Fiscal Year; or

(b) If:

(i) Damage to, a material defect in, or loss of title to the Premises pursuant to Article XIII, Section (a) has occurred, and

(ii) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Premises in accordance with Article XIII, Section (c), and

(iii) School has not appropriated amounts sufficient to proceed under Article XIII, Section (c) (ii) by June 30 of the Fiscal Year in which such event occurred or by June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent, on June 30 of the Fiscal Year in which such event occurred or on June 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

Section 6.03. Waiver by Landlord. Notwithstanding Section 6.02, Landlord may waive any such failure to appropriate under said Section 6.02 which is cured by School within a reasonable period of time.

Section 6.04. Exercise of Right.

(a) In the event School is determined to exercise its annual right to terminate this Lease effective on June 30 of any Fiscal Year, School shall give written notice to such effect to Landlord not later than April 1 of such Fiscal Year; provided, however, that a failure to give such notice shall not (i) constitute an Event of Default, (ii) prevent School from terminating this Lease or (iii) result in any liability on the part of School.

(b) School shall furnish Landlord with copies of all appropriation measures relating to Base Rent and Additional Rent promptly upon the adoption thereof by the Board, but not later than

thirty (30) days following the adoption thereof by the Board; provided however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent School from terminating this Lease, or (iii) result in any liability on the part of School.

(c) Subject to the provisions of Section 6.05, School specifically agrees that it shall not declare or cause to be declared by School, the Board or any other officer of School with such authority, an Event of Nonappropriation unless the State Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools or decreases said funding below an amount which is sufficient for School to pay the Base Rent and Additional Rent from the lease reimbursement funding source.

Section 6.05. Limitations on Obligations of School.

(a) Payment of Base Rent and Additional Rent by School shall constitute currently appropriated expenditures of School and may be paid from any legally available funds.

(b) School's obligations under this Lease shall be subject to School's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation or upon nonrenewal or revocation of School's charter.

(c) No provision of this Lease shall be construed or interpreted (i) to directly or indirectly obligate School to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt or multiple Fiscal Year direct or indirect debt or other financial obligation whatsoever of School within the meaning of the Anti-Donation Clause or any other constitutional or statutory limitation or provision; (iii) as a delegation of powers by School; (iv) as a loan or pledge of the credit or faith of School or as creating any responsibility by School for any debt or liability of any Person within the meaning of the Anti-Donation Clause; or (v) as a donation or grant by School to, or in aid of, any Person within the meaning of the Anti-Donation Clause.

(d) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of School, nor shall any provision of this Lease restrict the future issuance of any obligations of School, payable from any class or source of monies of School.

(e) Notwithstanding any other provision of this Lease, School shall be under no obligation to pay Base Rent, Monthly Fixed Reimbursable Expenses or other Additional Rent or any other amount(s) on any portions of the Premises that have not been certified pursuant to the Educational Occupancy Standards, and all payments by School contemplated under this Lease are expressly conditioned upon the Premises satisfying the Educational Occupancy Standards.

ARTICLE VII

LANDLORD WORK; DELIVERY OF POSSESSION; CONDITION OF PREMISES

Section 7.01. Construction of Landlord's Work. Landlord shall cause Landlord's Work to be constructed in accordance with Landlord's Work Addendum. School shall cooperate at all stages to promote the efficient and expeditious completion of Landlord's Work.

Section 7.02. Delivery of Possession.

(a) "Delivery of Possession" of the Premises shall be deemed to occur on the date of Substantial Completion of Landlord's Work and Landlord's notification to School in writing that School

may take possession. Delivery of Possession shall occur on or about the Scheduled Term Commencement Date, and not later than the Outside Term Commencement Date.

(b) If Landlord does not deliver possession of the Premises to School on or before the Outside Term Commencement Date, unless such failure is due to an Event of Default by School, or Force Majeure, Landlord shall be subject to liability for such failure, and the Term Commencement Date shall be extended one (1) day for each day of delay, but the expiration date of the Lease Term shall not be extended. Further, since the actual damages which School would sustain due to such a delay would be difficult to calculate, the parties agree that liquidated damages equal to two (2) days of Base Rent abatement for each day of delay would be a reasonable approximation of such damages. Provided further, School may terminate this Lease if Delivery of Possession of the Premises does not occur within thirty (30) days of the Outside Term Commencement Date by providing written notice thereof to Landlord not later than thirty-five (35) days after the Outside Term Commencement Date. In such event, all Prepaid Rent, the Security Deposit and any payments by School for Change Orders shall be returned to School and the parties shall have no further obligations under the terms of this Lease, except for those matters which specifically survive termination.

(c) Landlord warrants that as of the Term Commencement Date, the Premises comply or will comply with all Requirements of Law, including applicable Educational Occupancy Standards.

Section 7.03 Early Possession. If School enters into possession of the Premises before the Term Commencement Date pursuant to the Landlord's Work Addendum, such possession shall be subject to: (a) School coordinating with Landlord and its Contractor, if applicable; (b) School providing Landlord evidence that all insurance required of School in Article XII has been obtained; and (c) such possession shall be subject to the provisions of this Lease, except that the payment of Base Rent and Monthly Fixed Reimbursable Expenses shall not be due prior to the Rent Commencement Date.

ARTICLE VIII

REPAIRS AND MAINTENANCE; LIENS; RIGHT OF ACCESS

Section 8.01. Repairs and Maintenance by School. The parties acknowledge and agree that School shall not be responsible for any maintenance, repair or replacement obligations whatsoever with regard to the Premises or the Complex, except: (a) for janitorial services, (b) for maintenance, repair or replacement obligations related to School's trade fixtures and personal property, (c) for maintenance, repair or replacement obligations related to Alterations by School that are not performed pursuant to Article IX, (d) subject to the repair obligations of Landlord related to insured losses and the waiver of subrogation provisions of this Lease, and (e) to the extent said maintenance, repair or replacement obligations arise as a result of the tortious conduct of School, its employees, students, agents or representatives, or are subject to the indemnity obligations of School provided for in this Lease.

Section 8.02. Repairs and Maintenance by Landlord.

(a) During the Lease Term, Landlord shall be responsible for all maintenance, repair and replacement obligations related to the Premises and the Complex, except as otherwise provided for in Section 8.01, and damage due to fire or casualty, to the extent this Lease requires Landlord to insure against such fire or casualty. All repairs and maintenance to be made by Landlord shall be at Landlord's risk and expense.

(b) Landlord shall maintain the Premises to the Educational Occupancy Standards, without reimbursement by School in excess of Monthly Fixed Reimbursable Expenses and Annual

Adjustments to Reimbursable Expenses, if applicable. Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises and/or Complex, Landlord shall bear the cost of making the renovations and Improvements without reimbursement from School.

(c) If, within thirty (30) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to the Educational Occupancy Standards), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be deducted from succeeding Base Rent and Monthly Fixed Reimbursable Expenses and other Additional Rent payable hereunder.

Section 8.03. Liens and Encumbrances.

(a) School shall keep the Premises free and clear of all mechanics' liens and other liens or encumbrances on account of work done for School or Persons claiming under it. If any such lien shall at any time be filed against the Premises, School shall cause the same to be discharged within sixty (60) days after the recording thereof; provided, however, in the event School is contesting such lien in good faith, School shall have the right to discharge such lien by posting a bond with the applicable State court. If School shall fail to cause the same to be discharged within said sixty (60) day period, then, in addition to any other right or remedy of Landlord resulting from School's said default, Landlord may, but shall not be obligated to, following seven (7) days written notice to School, discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. School shall repay to Landlord, as Additional Rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 8.03 (a), including all costs, expenses and attorneys' fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' lien or other lien law.

(b) Should any claim of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(c) Landlord shall have the right to post and keep posted upon the Premises notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. School shall, before the commencement of any work which might result in any such lien, give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Section 8.04 Right of Access. Landlord, its agents, servants and employees shall have the right to enter the Premises during school hours, with reasonable frequency, upon reasonable prior notice to School, and in the presence of School's personnel (except in the event of an emergency) for the purpose of inspecting the same to ascertain whether School is performing the covenants of this Lease, and after school hours, except in the event of an emergency, for the purpose of making required, repairs, alterations or additions. Landlord agrees to cause as little inconvenience as reasonably possible to School, its employees, students and invitees in connection therewith.

ARTICLE IX

ALTERATIONS BY SCHOOL

Subject to the limitations of the Anti-Donation Clause, School shall have the right to make structural and non-structural changes and Improvements to the then existing Premises, as School shall desire ("Alterations by School"). Any Alterations by School that affect mechanical, plumbing, electrical, or other Building systems, are structural or impact the square footage of the then existing Premises shall be subject to Landlord's prior approval, in its reasonable discretion. All Alterations by School shall be completed in a good and workmanlike manner and in material compliance with all Requirements of Law, at School's sole expense.

ARTICLE X

UTILITIES

School, at School's sole cost, shall before delinquency pay all deposits and bills for utilities delivered to the Premises, and separately metered and billed during the Lease Term (including, without limitation, gas, electric, water, sewer, telephone, data, internet, TV and trash removal). Utilities that are not separately metered and billed to the Premises, and which service the Premises or the Common Areas shall be billed to School as Reimbursable Expenses pursuant to Article IV. Landlord shall be responsible for all curative expenses with respect to the quality, quantity or interruption of such services, if said problems are related to the negligent or intentional acts or omissions of Landlord, its employees, agents, contractors and representatives, or the provision of the utility services do not meet the Requirements of Law and the cause is the distribution system within the Complex.

ARTICLE XI

TAXES

Beginning on the Term Commencement Date, School shall pay to Landlord as Monthly Fixed Reimbursable Expenses, School's Pro Rata Share of all real property taxes and assessments (including ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents and any tax or charge for governmental services such as street maintenance or fire protection) payable with respect to the Complex, including the Premises and any Improvements constructed thereon, and any other tax or charge that is in lieu of or a substitute for any of such taxes or charges (such as gross receipts taxes on rent) which are levied or assessed against the Complex, including the Premises, and taxes on the personal property and equipment located in or on the Common Areas (collectively "Real Estate Related Taxes"). Notwithstanding the foregoing, if the Premises are not separately assessed for ad valorem taxes and the local assessor exempts the Premises from taxation, School shall not be responsible for Real Estate Related Taxes for the remaining portion of the Complex.

If School is subject to the payment of Annual Adjustments to Reimbursable Expenses, School may contest an assessment or tax bill related to the Real Estate Related Taxes by providing written notice to Landlord. Any such contest shall be at School's sole cost and expense; provided further that School shall be required to pay any taxes or post a bond to ensure no penalties or interest are assessed as a result of any such contest.

School shall also pay, prior to delinquency, all taxes, assessments, license fees and public charges or levies, assessed or imposed upon School's business operations, trade fixtures, leasehold improvements, equipment, merchandise and other personal property in or on the Premises.

ARTICLE XII

INSURANCE

Section 12.01. Landlord's Insurance. Landlord agrees that on or before the Term Commencement Date, Landlord will obtain and maintain during the Lease Term the following coverages:

(a) Commercial property insurance covering the Building(s), fixtures, equipment, tenant improvements and betterments. The amount of coverage shall equal the full estimated replacement cost of the property insured [except as provided in paragraphs 12.01(c), 12.01(d), and 12.01(e) with respect to terrorism, flood and earthquake coverage]. The commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) [ISO broad causes of loss form (CP 10 20)].

(b) Equipment breakdown insurance covering the Building(s), fixtures, equipment, tenant improvements and betterments, and School's personal property from loss or damage caused by the explosion of steam boilers or pipes.

(c) Terrorism coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(d) Flood coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(e) Earthquake coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(f) Commercial general liability insurance with coverage limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

(g) Any coinsurance requirement in the policy(ies) shall be eliminated through the attachment of an agreed value endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form.

(collectively "Landlord's Insurance")

Section 12.02. School's Insurance. Prior to the earlier of the Term Commencement Date or School taking possession of the Premises, and until the expiration of the Lease Term, or earlier termination of his Lease, School shall, at its own expense, obtain and maintain insurance coverage pursuant to Section 6.20.2.20 NMAC.

Section 12.03. Waiver of Subrogation. Landlord and School hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the Building(s), Premises, Improvements, betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or equipment breakdown insurance required above. Further, Landlord and School waive all rights against each other and their agents, officers, directors and employees for recovery of damages to the extent the damages are covered by the workers compensation and employers liability insurance obtained by Landlord or School

and related to this Lease. Landlord and School shall obtain endorsements to their policies to effect the waiver of subrogation provided for in this Section 12.03.

ARTICLE XIII

DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE

(a) If (i) the Premises (or any portion thereof) is destroyed or damaged by fire or other insured casualty, (ii) title to, or the temporary or permanent use of, the Premises (or any portion thereof) or the interest of School or Landlord in the Premises (or any portion thereof), is taken under the exercise of the power or threat of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Premises (or any portion thereof) becomes apparent or (iv) title to or the use of the Premises (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Premises or the Complex shall be deposited into a special trust fund held by Landlord and School, as their interests may appear. Base Rent and Monthly Fixed Reimbursable Expenses shall abate during such period of time as to the Premises or any portions thereof that do not meet the Educational Occupancy Standards.

If the Premises, or substantial portions thereof are destroyed or substantially damaged so as to substantially impair School's uses for educational purposes, and the destruction or damage to the Premises cannot be substantially restored within ninety (90) days from the time of such damage or destruction, then School or Landlord shall have the right to terminate this Lease.

(b) Subject to subsection (a) of this Article, if the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in subsection (a) of this Article are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Premises (or portion thereof) and any excess shall be delivered to Landlord or School, as applicable.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in subsection (a) of this Article are more than the amount of Net Proceeds available, then:

(i) School may elect either:

(A) to direct Landlord to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Premises (or portion thereof) with materials of a value equal to or in excess of the value of the Premises (or applicable portion thereof), and pay (subject to Article VI) as Additional Rent the costs thereof in excess of the amount of the Net Proceeds, or

(B) to terminate this Lease.

(ii) If, by June 30 of the Fiscal Year in which the event described in subsection (a) of this Article occurred (or June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent), School has not appropriated amounts sufficient to proceed under subsection (c) (i) (A) of this Article, an Event of Nonappropriation shall be deemed to have occurred.

ARTICLE XIV

ASSIGNMENT; SUBLETTING

Section 14.01. Transfer of School's Interest in Lease and Premises. School may assign, transfer or convey School's interest in this Lease and the Premises without Landlord's consent, to any foundation or not-for-profit corporation created for the purpose of supporting School, to any corporation which controls, is controlled by or is under common control with School, or to any corporation resulting from a merger or consolidation with School, or to any Person which acquires all of the assets of School's business as a going concern, provided that: (1) the assignee assumes in full the obligations of School under this Lease, (2) School remains fully liable under this Lease, and (3) the use of the Premises remains unchanged. All other assignments, transfers and conveyances by School shall be permissible only with the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed).

Nothing in this Section 14.01 shall be deemed to prohibit, limit or restrict the School's power to enter into joint powers agreements as provided for in Sections 11-1-1, et seq. NMSA 1978, as amended, for shared use of the Premises.

Section 14.02. Subleasing by School. School may sublease or grant a right to use all or any portion of the Premises for the Permitted Use, without Landlord's consent; provided further that School remains fully liable under this Lease, and School shall maintain its direct relationship with Landlord, notwithstanding any such sublease, grant or use ("Sublease").

Section 14.03. Non-waiver. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Any attempted or purported assignment or sublease without Landlord's consent shall constitute an Event of Default.

Section 14.04. No Release. No assignment or subletting, whether with or without Landlord's consent shall relieve School from its covenants and obligations under this Lease.

Section 14.05. By Landlord. In the event of the transfer and assignment by Landlord of its entire interest in the Premises and this Lease to a Person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and School agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any Security Deposit given by School to secure performance of School's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XV

HAZARDOUS MATERIALS LAWS

15.01. Landlord Warranties and Representations. Landlord warrants that as of the Effective Date and the Term Commencement Date, there are no hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other substances (the word "substance" includes liquids, solids and gases) potentially dangerous to human health or the environment or which may require remedy at the behest of any governmental authority located on, in or under the Premises, and Landlord has received no notice and has no independent knowledge of the

possible or actual disposal or use of any such substances on, in or under the Premises or any violation or claimed violation of the laws, rules and regulations relating to hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other similar substances; to the extent any of the above-mentioned substances are removed from or remediated at the Premises by the Landlord, Landlord will also provide verification of such removal or remediation. The Landlord warrants that the Premises do not contain any underground treatment or storage tanks or gas or oil wells. Landlord shall indemnify and hold School harmless from, and defend School against any and all loss, cost or liability (including, without limitation, court costs, attorney's fees, consultant's fees, clean-up costs, fines, penalties, damages and amounts paid in settlement, and all direct, indirect, incidental or consequential losses incurred) arising out of any event or condition constituting a breach or inaccuracy of the representations and warranties set forth in this Section, or any liability, penalty, cleanup or remediation costs, etc., arising from use or conditions of the Premises prior to the Effective Date or the Term Commencement Date.

15.02. Compliance with Hazardous Materials Laws. School and Landlord mutually agree that each shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous toxins, contaminated or polluting materials, substances or waste, including, without limitations, any "hazardous substances", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

15.03. School Indemnity. Upon and after Substantial Completion and acceptance of the Premises by the School, School shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Landlord or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the Premises; and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall, subject to the limitations and waivers provided for in the Tort Claims Act and other Requirements of Law, indemnify Landlord and hold Landlord harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability.

15.04. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld or delayed, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of said party's interest in the Premises; provided, however, that prior consent shall not be necessary in the event that: (a)(i) the presence of Hazardous Materials on, under, or about the Premises either poses an immediate threat or is of such a nature that an immediate remedial response is necessary, or (ii) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (iii) such action is required by government order; and (b) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice, shall be given as soon as practicable of any action so taken.

Section 15.05. Survival of Landlord's and School's Indemnities, Obligations and Liabilities. School's and Landlord's indemnities, obligations and other liabilities under this Article XV shall survive the expiration or other termination of this Lease.

ARTICLE XVI

DEFAULTS AND REMEDIES

Section 16.01. Events of Default by School Defined.

- Lease:
- (a) Any of the following shall constitute an "Event of Default" under this Lease:
 - (i) failure by School to pay any specifically appropriated Base Rent and Monthly Fixed Reimbursable Expenses within ten (10) days after the receipt of written notice from Landlord following the applicable due date;
 - (ii) failure by School to pay any other Additional Rent within thirty (30) days of the receipt of written notice (unless a shorter period is specifically provided for in this Lease) after the applicable due date and for which funds have been specifically appropriated;
 - (iii) failure by School to vacate the Premises within ninety (90) days following an Event of Nonappropriation in accordance with Section 3.05(b);
 - (iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of School in all or any portion of this Lease or the Premises in violation of Sections 14.01 and 14.02 or any succession to all or any portion of the interest of School in the Premises in violation of Sections 14.01 and 14.02; or
 - (v) failure by School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) (i), (ii), (iii) or (iv) of this Section 16.01, for a period of thirty (30) days after written notice given to School by Landlord, and which specifies such failure and requesting that it be remedied; provided, however, that if the failure stated in the notice cannot reasonably be corrected within said thirty (30) day period and corrective action shall be instituted within said thirty (30) day period and diligently pursued until the default is corrected, no Event of Default shall occur.
 - (b) The provisions of subsection (a) of this Section 16.01 are subject to the following limitations:
 - (i) School shall be obligated to pay Base Rent and Additional Rent only during the Lease Term, except as otherwise expressly provided in Section 3.05(b)(ii); and
 - (ii) if, by reason of Force Majeure, School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rent or Additional Rent hereunder, School shall not be deemed in default during the continuance of such inability; provided, however, that School shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing School from carrying out such agreement, except that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of School.

Section 16.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Landlord may take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to School to vacate the Premises, in the manner provided in Section 3.05(b).

(b) lease School's interest in all or any portion of the Premises; and/or

(c) recover from School:

(i) the portion of Base Rent and Additional Rent payable pursuant to Section 3.05 (b) (ii); and

(ii) the portion of Base Rent for the then current Fiscal Year that has been reimbursed to the School by PSCOC, regardless of when School vacates the Premises;

(d) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, subletting, encumbrance, conveyance, transfer or succession under Article XIV by specific performance, writ of mandamus or other injunctive relief; and

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under this Lease, subject, however, to the limitations on the obligations of School set forth in Sections 6.05.

Section 16.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 16.04. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid Sublease of an Event of Default by School within five (5) days after the occurrence.

Section 16.05. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within a reasonable period of time, not to exceed thirty (30) days after receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within said thirty (30) day period and diligently pursue the cure to conclusion, then Landlord shall be liable to School for any damages sustained by School as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any first mortgage or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then School shall have the right to cure said default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any such amount against any payments of Base Rent and Additional Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE XVII

SUBORDINATION; ESTOPPEL

Section 17.01. Subordination. This Lease and the rights of School hereunder are expressly subordinate and subject to any mortgage, deed of trust, or other voluntary hypothecation now or hereafter encumbering the Premises and the Complex, including the Land, Building(s) and other Improvements included therein, or of which the Premises are a part, or any portions thereof, subject only to School's receipt of a written non-disturbance agreement (subject to School not being in default hereunder beyond applicable grace and cure periods) for the benefit of School, in a form reasonably acceptable to School. School shall execute and deliver to Landlord such documents (in a form reasonably acceptable to School) and take such further action as Landlord in its reasonable discretion deems necessary or advisable to confirm, effect, or maintain such subordination and non-disturbance within ten (10) Business Days after written request of Landlord or such beneficiary or mortgagee to do so.

Section 17.02. Estoppel. School agrees that it will from time to time within fifteen (15) Business days after written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify School and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm the Term Commencement Date, the Rent Commencement Date, the Lease Term, the amount of Base Rent, Monthly Fixed Reimbursable Expenses and other sums due by School hereunder and the amount of the Security Deposit and any payments of Base Rent and Monthly Fixed Reimbursable Expenses more than thirty (30) days in advance of their due dates, or other deposits in the possession of Landlord, shall confirm to the best of its knowledge that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default specifying any default), and shall contain such other information or confirmations as Landlord may reasonably request.

ARTICLE XVIII

INDEMNITY

Section 18.01. Indemnification by School. Landlord releases and discharges School and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Premises where such damage or destruction was not caused by the willful act of School or any of its "public employees." Within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Landlord from all claims, actions, demands, liability and expense of loss of life, damage, or injury to persons or property, proximately caused by School, its employees and volunteers acting within the scope of their duties pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord, its agents, representatives and employees. Nothing hereby shall be construed to waive or in any way abrogate immunities of the School preserved by the Tort Claims Act.

Section 18.02. Indemnification by Landlord. Except to the extent caused by the negligent maintenance of the Premises by the School, its employees and volunteers acting within the scope of their duties, Landlord shall protect, defend, indemnify, and save harmless School, its employees and volunteers acting within the scope of their duties from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, arising out of the negligent or intentional acts or omissions of Landlord, its agents, representatives, and employees.

Section 18.03. Survival of Indemnities. The indemnities contained in this Lease shall

specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 18.04. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to Section 56-7-1 NMSA 1978, as amended.

ARTICLE XIX

SURRENDER AND HOLDING OVER

Upon the expiration of the Lease Term, School shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord broom clean and in as good order and condition as existed on the Term Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, and loss due to condemnation or threat of condemnation. In the event School continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a rent equal to the Base Rent and Monthly Fixed Reimbursable Expenses due for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, including Section 3.05(b)(i). Upon the expiration or termination of this Lease, School shall remove, at its expense, any trade fixtures and personal property of School in the Premises, and those Improvements and Alterations by School and which were paid for by School and which would violate the Anti-Donation Clause if they were to remain); but any damage to the Premises caused by such removal shall be repaired by School at the time of the removal. All other installations (including HVAC equipment, duct work, electric and water connections and electric lighting fixtures) and all repairs, Improvements, replacements and Alterations by School to the Premises, made by School shall, become the property of Landlord. Alternatively, Landlord shall reimburse School for the fair market value of the Improvements or Alterations by School which violate the Anti-Donation Clause and which are to remain as determined by the New Mexico Taxation and Revenue Department.

ARTICLE XX

GENERAL PROVISIONS

Section 20.01. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of the Lease to be given or served on either party shall be in writing, addressed to the address set forth in Paragraphs B and D of the SLP, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by an overnight private mail/courier service which provides delivery confirmation. All notices shall be deemed to be received the earlier of: (i) three (3) Business Days after being deposited in the United States mail with proper postage, (ii) upon delivery by overnight courier, or (iii) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other.

All references to "day(s)" shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

Section 20.02. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 20.03. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 20.04. No Waiver. A waiver by Landlord or School of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 20.05 Time of Essence. Time is of the essence with regard to every provision of this Lease.

Section 20.06 No Third Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any Person other than the parties hereto.

Section 20.07. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and School.

Section 20.08. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 20.09. Brokers. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except for Landlord's Broker, and Landlord agrees to hold School harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof. School represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease other than School's Broker, and School agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of School with respect to this Lease and/or the negotiation hereof.

Section 22.10. Amendments to Lease. Any amendments to this Lease, except amendments that would improve the Premises without additional financial obligations to the School, shall be approved by PED.

Section 20.11. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

**SIGNATURE PAGE ONE
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE**

LANDLORD:

_____, a

By: _____
Name: _____
Title: _____

DRAFT

**SIGNATURE PAGE TWO
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE**

SCHOOL:

_____, LLC,
a _____

By: _____
Name: _____
Title: _____

DRAFT

ADDENDUM "ONE"

BASE RENT AND MONTHLY FIXED REIMBURSABLE EXPENSES

<u>Initial</u> <u>Term:</u>	<u>Annual</u> <u>Base Rent:</u> * +	<u>Monthly</u> <u>Base Rent:</u> *+ <u>Monthly Fixed</u> <u>Reimbursable Expenses:</u> **
"RCD" to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$

Comment [KH1]: Fix + signs in annual and monthly

First Renewal Term:

7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$

Second Renewal Term:

7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$
7/1/____ to 6/30/____	\$ (\$ ____/sq. ft.)	\$

* The Annual Base Rent is based on the square foot prices reflected in parenthesis multiplied by School's Rentable Area.

+ If a Cost Plus Construction Allowance is used, the annual Base Rent is calculated based on the Allowance Cap. If the final calculation of the construction costs for Landlord's Work and the Cost Plus Percentage is less than the Allowance Cap ("Final Cost Plus Allowance"), annual Base Rent shall be recalculated accordingly.

** The Monthly Fixed Reimbursable Expenses are based on School's Pro Rata Share of the total Reimbursable Expenses for the Complex.

"RCD" - Rent Commencement Date

EXHIBIT "A"

Legal Description of the Land

(To be attached)

EXHIBIT "B"

Diagram of Complex, Premises, including Exclusive Use Area(s)

(To be attached)

EXHIBIT "C"

LANDLORD'S WORK ADDENDUM

THIS LANDLORD'S WORK ADDENDUM forms a part of the Charter School Lease executed by Landlord and School.

I. Approved Plans:

Subject to and upon the conditions hereinafter set forth, Landlord agrees to construct or cause to be constructed at the Complex, Landlord's Work substantially in accordance with NMPSFA requirements described on Schedule I attached hereto ("NMPSFA Requirements") and the preliminary plans and specifications described on Schedule II attached hereto (the "Preliminary Plans"). School has reviewed and hereby approves the Preliminary Plans.

Within _____ () days after the Effective Date, Landlord shall provide School a copy of the final plans and specifications based on the Preliminary Plans ("Final Plans"). School shall have thirty (30) days after receipt of the Final Plans to reasonably approve or disapprove of same by providing written notice thereof to Landlord. If School disapproves of the Final Plans, Landlord shall have ten (10) days after the receipt of the disapproval to agree to cure all objections of School, or Landlord shall provide written notice to School that it elects not to cure some or all of School's objections to the Final Plans. Thereafter, School shall have ten (10) days after the receipt of Landlord's election not to cure all of School's objections to waive the failure to cure and approve the Final Plans, with any modifications Landlord has approved, or to terminate this Lease. If this Lease is terminated pursuant to this Section I, all Prepaid Rent and the Security Deposit shall be returned by Landlord to School, and neither party shall have any further obligations under the terms of this Lease, except as to those matters which specifically survive termination.

The Final Plans, as the same may be modified pursuant to this Section I, shall be the "Approved Plans".

Landlord shall provide School with an "as built" set of plans for the Landlord's Work within thirty (30) days after the Term Commencement Date.

II. Construction Allowance:

The costs and expenses for Landlord's Work based on the Approved Plans are subject to either a Fixed Price Construction Allowance or a Cost Plus Construction Allowance as set forth in the SLP. In either event, Landlord shall be responsible for all cost overruns in excess of the applicable Construction Allowance, and the same shall not be billed to School or increase the Base Rent to be paid by School.

If the Cost Plus Construction Allowance applies, Landlord shall provide School monthly during the construction of Landlord's Work with all invoices and bills for materials and labor related to Landlord's Work. The following costs and expenses shall be included in the cost of Landlord's Work (collectively "Cost of Work"):

a. Salaries or wages of all labor including foremen, mechanics, drivers, sub-contractors, laborers, and all others necessary for the proper conduct of the work and for the time employed on the work, together with any Social Security and taxes in connection with such labor.

b. Disbursements made and obligations incurred for or in connection with the furnishing, delivery and installation of all materials, structural accessories, machinery, equipment and other items required to be furnished and done hereunder; also for and in connection with the construction equipment and maintenance at the site of the work, and elsewhere as required; and for or in connection with all insurance, bonds, fees, royalties and permits.

c. Disbursements made and obligations incurred pursuant to subcontracts made hereunder, less all counter charges collected from subcontractors.

d. All utilities utilized during the Landlord's Work.

e. All loading and unloading, express and freight delivery charges.

f. Disbursements for materials or supplies furnished from Landlord's stock which shall be charged to the work at a fair market price.

g. All costs of capital employed and money borrowed.

h. All surveys, inspections and tests of the site.

i. All necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

The term Cost of Work shall not include salaries of Landlord's officers or salaries of any Person employed in the office of Landlord.

Landlord's overhead or general expenses of any kind related to Landlord's Work and Landlord's profit shall not be deemed a Cost of Work, but rather are incorporated within the Cost Plus Percentage as set forth in the SLP.

III. Contractors and Subcontractors:

Landlord will select the general contractor to construct Landlord's Work (the "Contractor"), and Landlord will promptly enter into a contract with the Contractor on Landlord's standard form of construction contract for the construction of Landlord's Work. Landlord shall have the right to select architects, engineers, subcontractors, and other professionals, as it deems necessary or desirable.

IV. Construction of Landlord's Work:

Landlord will cause substantial completion of Landlord's Work to occur on or before the Outside Term Commencement Date, which date is subject to Force Majeure. "Substantial Completion" of Landlord's Work shall be deemed to be on the date that (a) Landlord delivers a certification to School from Landlord's architect or the Contractor that Landlord's Work has been completed in accordance with the Approved Plans, subject only to a punch list ("Punch List") of minor items remaining to be corrected by Landlord, which will be prepared by representatives of Landlord and School, and which will not materially interfere with School's Permitted Use of the Premises, (b) a "certificate of occupancy" or comparable certificate has been issued for Landlord's Work by the appropriate governmental authority, and (c) the Premises and Improvements comply with the Educational Occupancy Standards. Landlord and School shall cooperate to obtain necessary approvals for the Substantial Completion of Landlord's Work. Landlord will complete the Punch List prior to the Term Commencement Date, unless otherwise agreed by School, at its sole option.

School shall also have the right to enter into possession of the Premises under duress prior to Substantial Completion of Landlord's Work if School is required to open under the Educational Occupancy Standards or be in violation of its charter, and the Premises satisfy all other Educational Occupancy Standards.

V. Insurance: Landlord shall comply with the following requirements related to insurance during the construction of Landlord's Work:

a. General Requirements

Insurers must be authorized to do business (and have an agent for service of process) in the State and either (1) have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating; or (2) otherwise be acceptable to School as evidenced by School's written approval of such insurer. All policies shall name Landlord and School as an additional insured or loss payee, as applicable. Certificates of insurance (and endorsements) must be on forms acceptable to School delivered to School prior to commencement of the Landlord's Work. The Contractor shall furnish a certificate of insurance which shall include a thirty (30) day cancellation clause requiring the insurer to mail thirty (30) day written notice to School prior to any cancellation or termination of insurance. Contractor shall not commence nor continue to perform any of Landlord's Work unless Contractor, at its own expense, has in full force and effect all required insurance. All policies shall be on an occurrence (as opposed to claims made) basis. Certificates of Insurance for all coverages required herein shall be provided to School prior to the commencement of Landlord's Work and shall remain in effect until after the Landlord's Work is completed and all warranty periods have run.

b. Worker's Compensation and Employer's Liability Insurance

Contractor shall comply with all applicable provisions of the New Mexico Worker's Compensation Act, the New Mexico Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Contractor shall procure and maintain during the life of the construction contract complete Worker's Compensation and Employer's Liability Insurance in accordance with the Requirements of Law. Contractor shall require each subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in Landlord's Work. Worker's Compensation coverage shall be carried in the amounts of the statutory limits. Contractor shall provide and Contractor shall cause each subcontractor to provide Employer's Liability coverage of not less than \$100,000 for each person.

c. Liability Insurance

Contractor shall procure and maintain commercial general liability insurance. The policy shall provide limits of not less than those shown below:

\$ 2,000,000 General Aggregate
2,000,000 Products/Completed Operations Aggregate
2,000,000 Personal Injury
100,000 Property Damage
50,000 Medical Expense (any one person)

Excess Insurance or Umbrella Liability Insurance will be acceptable in obtaining the above limits.

The Products and Completed Operations Liability Insurance for a period must be maintained for a period of not less than one (1) year following Substantial Completion.

d. Builder's Risk

Contractor shall provide Builder's Risk ("All Risk") insurance coverage for the Landlord's Work (for full insurable value to replace/repair up to the contract sum. Such coverage shall include Completed Work in progress and insure against the perils of fire and "all risk" insurance for physical loss or damage including, theft, vandalism or malicious mischief.

e. No Limitation of Liability

Nothing contained in this Paragraph V is to be construed as a limitation of the liability of Contractor.

f. Coverages

NMPSIA shall have the right to establish and adjust coverages and required amounts of insurance for Contractor.

VI. Warranties:

All of Landlord's Work shall include a one (1) year builder's limited warranty against defects in materials and workmanship commencing on the Term Commencement Date, the benefits of which shall accrue to both Landlord and School. Further, School shall have the benefit of all extended warranties and manufacturer's warranties related to the Landlord's Work.

VII. Entry by School

With prior notice to Landlord and Landlord's approval, which approval shall not be unreasonably withheld or delayed, School shall have the right to enter the Premises prior to the completion of Landlord's Work for the sole purpose of installing fixtures and equipment, provided School procures and maintains the liability insurance as required in Article XII in the Lease, and the work shall be performed in such a manner and at such times as to not interfere with or delay the Contractor and the Landlord's Work.

School shall also have the right to enter into possession of the Premises under duress prior to Substantial Completion of Landlord's Work if School is required to open under the Educational Occupancy Standards or be in violation of its charter, and the Premises satisfy all other Educational Occupancy Standards.

VIII. Change Orders

School may request changes to the Approved Plans. Any changes are subject to Landlord's consent, which may not be unreasonably withheld. If Landlord approves any of School's requested changes to the Approved Plans, all of Landlord's actual costs and expenses in excess of the Construction Allowance associated with such changes, including, but not limited to, increases in the Contractor's fees, will be paid by School. The additional costs shall be paid either in cash, if said amount is so appropriated, or by amortizing the additional costs at ____% per annum over the Initial Term and increasing the Base

Rent by said amount each month. Prior to implementing any requested change to the Approved Plans, Landlord will prepare and deliver to School for School's approval a written "Change Order" setting forth the estimated cost of such requested changes and the number of days of delay associated therewith, if any. If School fails to approve, execute, and deliver to Landlord such Change Order within five (5) Business Days following delivery of the Change Order by Landlord, School will be deemed to have withdrawn the proposed change. As part of its approval of any Change Order, School agrees to be responsible to pay the amount of all Change Orders.

IX. School Delay

"School Delay" shall mean any delay in the construction of Landlord's Work caused by School, other than Force Majeure, including, without limitation and in addition to other reasons set forth herein, interference with the construction of Landlord's Work and the failure to supply or cause to be supplied any equipment or material which School is responsible to supply. Each day of School Delay will add one (1) day to the Term Commencement Date, provided however, the Rent Commencement Date shall not be changed. If the School Delay results in the Term Commencement Date occurring after the Rent Commencement Date, the Rent Commencement Date shall not be extended.

Schedule I
to Exhibit "C"

NMPSFA REQUIREMENTS

(To be attached)

Schedule II
to Exhibit "C"

PRELIMINARY PLANS

(To be attached)

EXHIBIT "D"

ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is entered into effective the ____ day of _____, 20____, by and between _____ ("Landlord") and _____ ("School")

WHEREAS, Landlord and School entered into a Lease dated _____, 20__ ("Lease") involving the premises located at _____, New Mexico ____; and

WHEREAS, the parties desire to establish the Term Commencement Date, Rent Commencement Date, and/or revise other terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. All capitalized terms shall have the definitions set forth in the Lease, unless otherwise defined herein.
2. The Term Commencement Date is hereby acknowledged to be _____, 20__.
3. The Rent Commencement Date is hereby acknowledged to be _____, 20__.
4. The Initial Term shall terminate on _____.
5. The parties acknowledge and agree that the square footages of the Premises and/or Complex are amended as follows: _____.
6. The parties acknowledge and agree that School's Pro Rata Share is amended to ____%.
7. The parties acknowledge and agree that Base Rent and Monthly Fixed Reimbursable Expenses are amended as shown on Revised Addendum "One" attached hereto.
8. _____.
9. Except as herein modified and amended, the remaining terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first hereinabove set forth.

Landlord:

_____, a

By: _____

Name: _____

Title: _____

School:

_____, a

By: _____

Name: _____

Title: _____

REVISED ADDENDUM "ONE"

(To be attached)

EXHIBIT "E"

"DESCRIPTION OF SPECIFIC USES"

- A. Total number of students _____
- B. Grades served _____
- C. Unique (non-traditional) educational programs served:
 - a. **No** ()
 - b. **Yes** () [describe space needs that are different from the NM Adequacy Standards for traditional schools]
- D. Community programs served:
 - a. **No** ()
 - b. **Yes** () [describe space needs that are different from the NM Adequacy Standards for traditional schools, and revenue generated]

EXHIBIT "F"
RULES AND REGULATIONS
(To be attached)

EXHIBIT "G"

**PSCOC LEASE ASSISTANCE APPLICATION
ANNUAL CONFLICT OF INTEREST QUESTIONNAIRE – PRIVATE LANDLORD
FOR SCHOOL YEAR 2013-2014**

The following definitions apply to this Questionnaire:

- **“Interested party”** An employee of a school district or charter school who has authority to procure or make decisions regarding procurement, purchasing or contracting on behalf of the district or charter school or an employee who is in a position to influence such decisions; or a member of a district school board or charter school governing body (collectively referred to as “governing body”), who has a direct or indirect financial interest, as defined below.
- **“Financial interest”** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family member relationship:
 - a. An ownership or investment interest in any entity with which the school district or charter school has a transaction or arrangement (e.g. a property lease),
 - b. A compensation arrangement with the school district or charter school or with any entity or individual with which the school district or charter school has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the school district or charter school is negotiating a transaction or arrangement.
- **“Family Member”** means a spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of a member of the governing body or the head administrator. NMSA 1978 §22-8B-10(2009).

District/School Name: _____

Please include as an attachment to this Questionnaire a current list of governing body members, a current list of school board and/or charter school foundation members, and if applicable, a copy of governing board minutes approving exception to anti-nepotism laws.

Question 1: Briefly describe the property selection process and actions taken to ensure that the leased premises were in the best interest of the district/school. _____

Question 2: Briefly describe how the leased premises support the current or future space needs of the district/school. _____

Question 3: Briefly describe how the determination was made that the negotiated lease was at or below fair market value. _____

Question 4: In selecting the leased facility, was the site selected competitively from other potential school sites **Yes** () **No** () [Describe the selection process, the number of sites considered, the number of offers made, and the reason the selected leased site was chosen. How was it determined that the selected site and lease was a good value.]: _____

Question 5: Can any of the parties to the lease be considered an “interested party” or a “family member” of an interested party as defined above? **Yes** () **No** () [If no, then skip Question 6 and proceed to Question 7.]

Question 6: If you answered “Yes” to Question No. 5, provide the following information.

(a) Which party to the lease has a financial interest? _____

(b) Describe the financial interest of the party identified in 6.(a). _____

(c) Was the financial interest disclosed to the governing body prior to execution of the lease? **Yes** () **No** () [If yes, attach a copy of the governing body minutes of the meeting at which the financial interest was disclosed and/or any other documentation evidencing disclosure. If no, explain why the financial interest was not disclosed prior to execution of the lease or whether some other consideration of the financial interest was made by the governing body or district/school employee executing the lease]: _____

(d) If the financial interest was not properly disclosed, describe possible remedies and justification of how the benefits of continuing the current lease outweigh the conflict. Describe any hardship that would result if the PSCOC denied lease assistance. _____

Question 7: Does your district/school have a written conflicts of interest policy and written disclosure of conflicts requirement? **Yes** () **No** (). [If yes, attach a copy of your policy.]

Question 8: If you do not have a written policy addressing conflicts of interest, does your governing body or district/school have an internal rule or procedure that addresses entering into contracts with interested persons? **Yes** () **No** (). [If yes, attach a copy of the written rule or procedure.]

CERTIFICATION

The undersigned hereby certify that to the best of their knowledge the answers to this questionnaire are true and accurate, that if any of the answers to this Questionnaire change that the authorized representative of the district/charter school will notify the PSCOC through the NMPSFA within thirty (30) days, and that

Check one:

- ☐ the lease and price negotiated for the property was in the best interest of the district/school and that there were no violations of any conflict of interest laws.
- ☐ a financial interest was not properly disclosed and the district/school requests an exception due to the undue hardship that will result to the district/school by avoiding the prohibited conflict when weighed against the public interest served.
- ☐ due to extenuating circumstances the district/school requests additional time to respond.

BY:

School Board President / Governing Council President	Date

School District Superintendent / Charter School Administrator
Date

If locally chartered charter school:

School District Superintendent
Date

EXHIBIT "H"

(To be attached)

AMENDMENT "___"

REPAIRS AND MAINTENANCE

The parties acknowledge and agree that the provisions of Article VIII Repairs and Maintenance are amended as follows:

Further, the following language is substituted for Sections 8.01 and 8.02 of this Lease:

Section 8.01. Repairs and Maintenance by School. School agrees to keep and maintain the Premises in good condition and repair, and in compliance with all Requirements of Law, including, without limitation, the interior of the Building(s), walls, ceiling, flooring, windows and other glass, doors, all of the mechanical fixtures, electrical fixtures, plumbing fixtures, and heating, ventilation and air conditioning (collectively "HVAC System"), life safety components (e.g. fire extinguishers, alarms, fire sprinklers, etc.) and non-structural elements of the Premises and exterior lighting, all signs, landscaping, including lawns, plants and irrigation systems, playgrounds and playground equipment, at all times during the Term, all at its sole cost and expense, it being the intention of the parties that Landlord will have no maintenance, repair, or replacement obligations whatsoever with regard to the Premises, except as set forth in Section 8.02. School shall also maintain in good condition and repair all Exclusive Use Area(s) of the Premises. If, within thirty (30) days after written notice by Landlord, School fails to provide any of the maintenance or repairs required of School and fails to complete the same with reasonable diligence, then Landlord may, at its option, provide such repairs or maintenance for the account of School and the costs thereof shall be added to the next monthly installment of Base Rent payable hereunder.

Subject to an Event of Nonappropriation, if at any time during the Lease Term, Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises, equipment or fixtures (except the roof, foundations or structural walls which shall be Landlord's responsibility) School shall bear the cost of making the renovations and Improvements without reimbursement from Landlord.

After delivering reasonable notice to School to enter the Premises at such reasonable times as School may designate, Landlord and its agents may enter and inspect the Premises accompanied by a representative of School to determine the manner in which they are being used, maintained and repaired.

Section 8.02. Repairs and Maintenance by Landlord. During the Lease Term, Landlord shall be responsible for structural and non-structural maintenance/repairs/replacements of the roof, foundation repairs/replacements and structural wall repairs/replacement, together with the Building systems servicing the Premises, and provided School has paid for and utilized a maintenance contract on the HVAC System ("HVAC Maintenance Contract") for the Lease Term, Landlord shall be responsible for all repairs and replacements of the HVAC System which are not covered by the HVAC Maintenance Contract, for latent defects in the Premises, and for damage due to fire or casualty, to the extent this Lease requires Landlord to insure against such fire or casualty. All maintenance, repair and replacement obligations of Landlord shall be done in accordance with the Educational Occupancy Standards. All replacements by Landlord shall be of a quality equal to or exceeding that of the original, and all repairs and maintenance to be made by Landlord shall be at Landlord's risk and expense.

If at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the roof, foundations or structural walls of the Premises and/or the Complex, Landlord shall bear the cost of making the renovations and Improvements without reimbursement from School.

If, within thirty (30) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be deducted from succeeding Base Rent and Monthly Fixed Reimbursable Expenses payable hereunder.

DRAFT

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

PART "A"

This Charter School Lease Purchase ("Lease") is made and entered into as of the ____ day of _____, 20____, ("Reference Date Only") by and between "Landlord" and "School".

SPECIFIC LEASE PROVISIONS (SLP)

A. "Landlord": _____, a _____

B. Landlord's Notification
Address:

c/o _____

with copy to:

C. "School": _____, a _____

D. School's Notification
Address:

c/o _____

with copy to:

E. "Premises":

The real estate in _____ County, New Mexico, having an address of _____, New Mexico _____ described on Exhibit "A" ("Land"), together with the "Building(s)" containing _____ square feet, more or less, of "School's Rentable Area" and other "Improvements" existing or to be constructed thereon.

(i) New Mexico Construction Industries Department 'E' Occupancy Certificate date: _____.

(ii) NMPSFA:

(a) Approval date: _____.

(b) NMCI score: _____.

(iii) NMPSFA Square Footage Calculations:

(a) "Gross Square Feet": _____.

(b) "Net Square Feet": _____.

(c) "Tare" Square Feet: _____.

(d) Percent Tare: ____%.

(e) Education Square Feet (w/tare included): _____.

(f) Administration Square Feet (w/tare included): _____.

(g) Other Space: _____.

F. "Charter Expiration Date": School's current five (5) year charter expires on _____.

G. Construction:

(i) "Landlord's Work": Improvements to the Building(s) and other areas of the Premises to be constructed by Landlord pursuant to the "Approved Plans" in accordance with the "Landlord's Work Addendum" attached as Exhibit "C".

(ii) "Construction Allowance": *(select one)*

_____ (a) "Fixed Price Construction Allowance":
\$ _____; or

_____ (b) "Cost Plus Construction Allowance": Cost of Work
plus _____% ("Cost Plus Percentage"), not to exceed
\$ _____ ("Allowance Cap").

H. "School's Pro Rata Share": 100%.

I. Commencement Dates:

(i) "Term Commencement Date": The date on which Substantial Completion of Landlord's Work is achieved, and Delivery of Possession of the Premises to School by Landlord occurs. The Term Commencement Date and certain other dates referenced in this Lease will be memorialized by Landlord and School within thirty (30) days after the Term Commencement Date on the "Acknowledgement" attached hereto as Exhibit "D".

(ii) "Scheduled Term Commencement Date":
_____.

(iii) "Outside Term Commencement Date":
_____.

(iv) "Rent Commencement Date": The date which is the earlier to occur of (a) _____ (____) days following the Term Commencement Date, or (b) the date School opens for business to the public.

J. "Lease Term":

The term of the Lease commences on the Term Commencement Date and continues for _____ (____) years and _____ (____) months after the Term Commencement Date ("Lease Expiration Date"), plus if the Term Commencement Date is not the first day of a calendar month, the Lease Term shall be extended for the number of days remaining in the calendar month in which the Term Commencement Date occurs so that the expiration date of the Lease Term shall be the last day of a calendar month. In no event shall the Lease Expiration Date be later than thirty (30) years after the Effective Date.

K. Rent:

(i) "Base Rent": Is set forth on "Addendum One" attached hereto. The Base Rent is calculated based on the Lease Purchase Price. If the Lease Purchase Price is revised pursuant to Section 3.02, the Base Rent shall be recalculated.

(ii) "Prepaid Rent": \$_____ representing Base Rent due for the _____ full month following the Rent Commencement Date due on or before _____.

(iii) "Renewal and Replacement Fund": Initially \$_____ per month, and subject to adjustment pursuant to Section 9.01 (c).

L. "Security Deposit":

\$_____. The Security Deposit shall be paid on or before _____.

M. "Permitted Use":

A school and all related legal uses, including but not limited to evening events, community events, public meetings and community uses. The specific grades of instruction, types of educational programs and community programs to be undertaken by School are listed on attached Exhibit "E" ("Description of Specific Uses").

N. Brokers:

_____,
representing Landlord ("Landlord's Broker"); and
_____ representing
School ("School's Broker").

O. Lease Purchase:

The purchase price shall be \$_____ ("Lease Purchase Price"). The Lease Purchase Price shall bear interest at _____% per annum ("Lease Interest Rate") from the Term Commencement Date, amortized over _____ years ("Lease Amortization Period"). Monthly payments of Base Rent shall include the "Lease Principal

Payment" and the "Lease Interest Payment" as defined in Addendum "One".

- P. "Title Company": _____.
- Q. "Title Commitment": The commitment for a leasehold owner's title policy from the Title Company which is attached hereto as Exhibit "G".
- R. "Title Policy": The leasehold owner's title policy to be issued to School by Title Company and paid for by Landlord.
- S. "Memorandum": Exhibit "H" attached hereto which is to be filed coincidentally with the execution of this Lease.
- T. Contingencies: (i) Approved Plans (Exhibit "C", Landlord's Work Addendum Section I) shall be approved not later than _____;
- (ii) _____;
- (iii) _____;
- U. Amendments: The General Lease Terms are amended as follows:
- (i) _____;
- (ii) _____;
- (iii) _____;
- V. Addenda/Exhibits: Addendum "One" Base Rent and Lease Purchase Calculations
- Addendum "___" _____
- Addendum "___" _____
- Exhibit "A" Legal Description of Land
- Exhibit "B" Diagram of Premises
- Exhibit "C" Landlord's Work Addendum
- Exhibit "D" Acknowledgment
- Exhibit "E" Description of Specific Uses
- Exhibit "F" Conflict of Interest Form
- Exhibit "G" Title Commitment
- Exhibit "H" Memorandum
- Exhibit "I" _____

References in the "General Lease Terms" to the "Specific Lease Provisions" or "SLP" are references to the information set out above. Each term used but not defined in the SLP shall have the meaning set forth in the General Lease Terms. If a conflict exists between the Specific Lease Provisions and the General Lease Terms, the Specific Lease Provisions will control. References to "Paragraphs" are to the Specific Lease Provisions and references to "Articles" or "Sections" are to the General Lease Terms.

DRAFT

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

PART "B"

GENERAL LEASE TERMS
RECITALS

I. School is a public charter school duly organized and validly existing pursuant to the New Mexico Charter Schools Act (Sections 22-8B-1, et seq. NMSA 1978, as amended) (the "Charter School Act"), and School is authorized by the Charter School Act to contract with a third party for the lease purchase of a school building and grounds pursuant to the New Mexico Public School Lease Purchase Act (Sections 22-26A-1, et seq. NMSA 1978, as amended) (the "Lease Purchase Act").

II. Landlord is the owner of the Premises.

III. School has determined it is in the best interests of School to lease, with an option to purchase, the Premises from Landlord pursuant to this Lease, and the "Board" has duly authorized entering into this Lease; and Landlord has determined it is in the best interests of Landlord to lease, with an option to purchase, the Premises to School pursuant to this Lease, and Landlord has duly authorized entering into this Lease.

IV. The terms and provisions of Part "A", Specific Lease Provisions (SLP), which contain the variable provisions of this Lease, are incorporated herein.

V. This Part "B", General Lease Terms, shall not be modified, except by language in Part "A", Special Lease Provisions, and amendments, addenda and exhibits referenced therein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

ARTICLE I

DEFINITIONS

Capitalized terms shall have the following meanings:

"Acknowledgment" means Exhibit "D".

"Additional Rent" is defined in Section 4.03.

"Allowance Cap" is defined in Paragraph G (ii)(b) of the SLP.

"Alterations by School" is defined in Article IX.

"Anti-Donation Clause" means Article IX, Section 14 of the New Mexico Constitution.

"Approved Plans" is defined in Exhibit "C" Landlord's Work Addendum, Section I.

"Base Rent" is defined in Paragraph K of the SLP.

"Board" means the governing council of School.

"Building(s)" means the building(s) within the Premises.

"Business Day(s)" means any day other than a Saturday, a Sunday or a day on which federal banks in Albuquerque, New Mexico are authorized by law to remain closed.

"Change Order(s)" is defined in Landlord's Work Addendum, Section IV.

"Charter Expiration Date" is Sections 22-8B-1, et seq. NMSA 1978, as amended.

"Charter School Act" is defined in Recitals I of the GLT.

"Closing Date" is defined in Section 6.05(a).

"Conflict of Interest Form" means Exhibit "F".

"Construction Allowance" is defined in Paragraph G (ii) of the SLP.

"Contractor" is defined in Landlord's Work Addendum, Section III.

"Conveyance Deed" is defined in Section 6.05(g).

"Cost of Work" is defined in Section II of the Landlord's Work Addendum.

"Cost Plus Construction Allowance" is defined in Paragraph G (ii)(b) of the SLP.

"Cost Plus Percentage" is defined in Paragraph G (ii)(b) of the SLP.

"County" means the county in which the Premises is located.

"Delivery of Possession" is defined in Section 8.02 (a).

"Description of Specific Uses" means Exhibit "E".

"Early Termination" is defined in Section 3.03.

"Educational Occupancy Standards" means the requirements of the Charter School Act, approval of the NMPSFA, the "E" Occupancy Certificate of the New Mexico Construction Industries Department, and all other Requirements of Law related to the use and occupancy of the Premises for a school.

"Effective Date" is the date the last of Landlord and School fully execute this Lease.

"Event(s) of Default" is defined in Section 17.01(a).

"Event of Nonappropriation" is defined in Section 7.02.

"Final Lease Payment" is defined in Section 6.04.

"Final Plans" is defined in Landlord's Work Addendum, Section I.

"First Mortgage" is defined in Section 18.01.

"Fiscal Year" means School's fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

"Fixed Price Construction Allowance" is defined in Paragraph G(ii)(a) of the SLP.

"Force Majeure" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage.

"GLT" is the General Lease Terms.

"Gross Square Feet" is the total of all space in the Building(s) that includes the Net Square Feet, plus all other non-assignable spaces measured to the outside of exterior walls pursuant to the New Mexico Public School Adequacy Planning Guide.

"Hazardous Materials" is defined in Section 16.02.

"Hazardous Materials Laws" is defined in Section 16.02.

"Improvements" means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be constructed, removed, altered or otherwise renovated pursuant to the terms of this Lease.

"Land" is defined in Paragraph E of the SLP.

"Landlord" is defined in Paragraph A of the SLP.

"Landlord's Broker" is defined in Paragraph N of the SLP.

"Landlord's Casualty Insurance" is defined in Section 13.01(b)(vi).

"Landlord's Liability Insurance" is defined in Section 13.02(a).

"Landlord's Work" is defined in Paragraph G of the SLP.

"Landlord's Work Addendum" means Exhibit "C".

"Lease" is this Charter School Lease Purchase, and it includes all amendments or supplements hereto.

"Lease Amortization Period" is defined in Paragraph O of the SLP.

"Lease Expiration Date" is defined in Paragraph J of the SLP.

"Lease Interest Payment" is defined in Addendum "One".

"Lease Interest Rate" is defined in Paragraph O of the SLP.

"Lease Principal Payment" is defined in Addendum "One".

"Lease Purchase Act" means Sections 22-26A-1, et seq. NMSA 1978, as amended.

"Lease Purchase Price" is defined in Paragraph O of the SLP.

"Lease Term" is defined in Paragraph J of the SLP..

"Memorandum" means Exhibit "H".

"Net Proceeds" is defined as: (i) the gross proceeds received: (a) from any insurance, performance bond or condemnation award or in lieu payment regarding the Premises, or (b) as a consequence of any default or breach of warranty under any contract relating to the Premises, minus (ii) expenses incurred in the collection of such gross proceeds or awards.

"Net Square Feet" is the interior usable space of the Building(s) required to meet or exceed the general or specific programmatic needs pursuant to the New Mexico Public School Adequacy Planning Guide.

"New Mexico Public School Adequacy Planning Guide" means the guide promulgated by the NMSSFA.

"NM Adequacy Standards" means Sections 6.27.30.1, et seq, NMAC.

"NMPSFA" means the New Mexico Public Schools Facilities Authority.

"NMPSFA Requirements" is defined in Landlord's Work Addendum, Schedule I.

"NMPSIA" means the New Mexico Public Schools Insurance Authority.

"Option Money" is defined in Section 6.01.

"Option to Purchase" is defined in Section 6.01.

"Outside Term Commencement Date" is defined in Paragraph I(iii) of the SLP.

"Outstanding Principal Balance" is defined in Addendum "One".

"PEC" is the Public Education Commission of the State of New Mexico.

"PED" is the Public Education Department of the State of New Mexico.

"Permitted Encumbrances" means the easements, restrictions and encumbrances set forth on Exhibit "G" and those encumbrances approved by School.

"Permitted Use" is defined in Paragraph M of the SLP.

"Person" means any natural person, firm, corporation, partnership, limited liability company, State or local charter school, political subdivision of any state, other public body or other organization or association.

"Preliminary Plans" is defined in the Landlord's Work Addendum, Section I.

"Premises" is defined in Paragraph E of the SLP.

"Prepaid Rent" is defined in Paragraph K(ii) of the SLP.

"PSCOC" means the Public School Capital Outlay Council.

"Punch List" is defined in Landlord's Work Addendum Section IV.

"Real Estate Related Taxes" is defined in Article XII.

"Reference Date Only" is the dated reflected in the first paragraph of this Lease.

"Renewal and Replacement Fund" is defined in Paragraph K (iii) of the SLP and Section 9.01(c).

"Rent Commencement Date" is defined in Paragraph I(iv) of the SLP.

"Requirements of Law" means any federal, State or local statute, ordinance, rule or regulation, any judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

"Scheduled Term Commencement Date" is defined in Paragraph I(ii) of the SLP.

"School" is defined in the Paragraph C of the SLP.

"School Delay" is defined in Landlord's Work Addendum, Section IX.

"School Lien" is defined in Section 3.05(d).

"School's Broker" is defined in Paragraph N of the SLP.

"School's Casualty Insurance" is defined in Section 13.01(a).

"School's Pro Rata Share" is defined in Paragraph H of the SLP.

"School's Rentable Area" is defined in Paragraph E of the SLP.

"Security Deposit" is defined in Paragraph L of the SLP.

"SLP" is the Specific Lease Provisions.

"State" means the State of New Mexico.

"Sublease" is defined in Section 15.02.

"Substantial Completion" is defined in Landlord's Work Addendum, Section IV.

"Tare" is the Gross Square Feet of a Building(s) less the Net Square Feet therein which results in non-assignable spaces pursuant to the New Mexico Public School Adequacy Planning Guide.

"Term Commencement Date" is defined in Paragraph I(i) of the SLP.

"Title Commitment" means Exhibit "G".

"Title Company" is defined in Paragraph P of the SLP.

"Title Policy" is defined in Paragraph R of the SLP.

"Title Policy Delivery Condition" is defined in Section 2.04.

"Tort Claims Act" is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

ARTICLE II

REPRESENTATIONS, COVENANTS, WARRANTIES, CONDITIONS AND ACKNOWLEDGEMENTS

Section 2.01. Representations, Covenants and Warranties by Landlord. Landlord represents, covenants and warrants that:

(a) Landlord (i) is duly organized, existing and in good standing under the laws of the State, (ii) is the owner of the Premises, (iii) is duly authorized, by its governing body and applicable law, to own the Premises, to lease the Premises to School, to sell the Premises to School, and to execute, deliver and perform its obligations under this Lease, and (iv) the representatives of Landlord executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Landlord's governing body or by other appropriate official action.

(b) As of the Term Commencement Date, the Premises complies with or will comply with all Requirements of Law, including applicable Educational Occupancy Standards pertaining to the Permitted Use. Landlord further warrants that Landlord's Work has been or will be completed in accordance with the Approved Plans.

(c) Landlord has no conflict of interest with School or other third parties involving this Lease which is prohibited by the Requirements of Law.

(d) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Landlord is now a party.

Section 2.02. Landlord Acknowledgment. Landlord acknowledges and recognizes that:

(a) This Lease will be terminated upon the occurrence of an Event of Nonappropriation, and that a failure by School to appropriate funds in a manner that results in an Event of Nonappropriation is solely within the discretion of the Board; and

(b) This Lease will be terminated upon the nonrenewal or revocation of School's charter.

Section 2.03. Representations, Covenants and Warranties by School, Condition. School represents, covenants and warrants that:

(a) School is a public charter school duly authorized by the PEC or local school board, and duly organized and validly existing under the laws of the State.

(b) State law authorizes School to lease, operate, maintain and purchase the Premises, to enter into this Lease and the transactions contemplated herein, and to carry out its obligations under this Lease, subject to the limitations and conditions stated, and the availability of sufficient appropriations and revenues therefor.

(c) The representatives of School executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of the Board or by other appropriate official action.

(d) School is not aware of any current violation of any Requirements of Law relating to the Premises and School has complied with all Requirements of Law with respect to this Lease and acquisition of the Premises, and all other Requirements of Law.

(e) School has appropriated sufficient monies in its operating budget to pay the Base Rent and Additional Rent estimated to be payable in the current Fiscal Year, related to this Lease.

(f) School has executed and submitted to the PSCOC the Conflict of Interest Form, and School agrees to annually submit a Conflict of Interest Form to the PSCOC during the Lease Term.

(g) School will use best efforts to purchase the Premises from Landlord with funds obtained from grant assistance from the PSCOC or from other available revenue or funding sources at the earliest possible time, but in no event later than the Lease Expiration Date.

Section 2.04. Title Policy Delivery Condition. A condition of School's obligations under the terms of this Lease is that Landlord must provide, at Landlord's expense, the Title Policy (subject only to the Permitted Exceptions), effective on or immediately prior to the Term Commencement Date ("Title Policy Delivery Condition"). If the Title Policy Delivery Condition is not satisfied or waived by School, School shall have the right to terminate this Lease prior to the Rent Commencement Date, if Landlord does not deliver the Title Policy, and in such event Landlord shall return to School the Prepaid Rent, Security Deposit, all payments for Change Orders, and all other amounts advanced by School.

ARTICLE III

DEMISE OF PREMISES; LEASE TERM

Section 3.01. Demise of Premises. Landlord hereby leases to School and School leases from Landlord, on the terms and conditions set forth herein, the Premises for the Lease Term.

Section 3.02. Measurement of the Premises. On or before the Term Commencement Date, Landlord shall have a licensed architect certify the square footages set forth in Paragraph E of the SLP, and any adjustments thereto shall be reflected in the Acknowledgment.

Section 3.03. Lease Term; Early Termination. The Lease Term shall commence on the Term Commencement Date and shall expire on the Lease Expiration Date. Notwithstanding the foregoing, the Lease Term shall expire earlier than the Lease Expiration Date upon the first to occur of the following ("Early Termination"):

- (a) the purchase of the Premises by School pursuant to Article VI;

(b) termination of this Lease following an Event of Default in accordance with Article 17.01; or

(c) any revocation of School's charter by the applicable authorities, or nonrenewal of the School's charter.

Section 3.04. Intentionally Omitted.

Section 3.05. Effect of Early Termination, School Lien. Upon Early Termination:

(a) All unaccrued obligations of School hereunder shall terminate, but all obligations of School that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Default, School's right to possession of the Premises hereunder shall terminate and (i) School shall, within ninety (90) days, vacate the Premises; and (ii) if and to the extent the Board has appropriated funds for payment of Base Rent and Additional Rent payable during the Lease Term, or with respect to School's use of the Premises during the period between termination of the Lease Term and the date the Premises are vacated, School shall pay such Base Rent and Additional Rent to Landlord.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the nonrenewal/revocation of School's charter, the termination shall be effective as of the last date of the then current Fiscal Year, or in the case of revocation, upon the effective date of the revocation of School's charter.

(d) Notwithstanding the provisions of Sections 3.05 (a), (b) and (c), if School funds (or other public funds), above those required for Base Rent are used to construct or acquire capital Improvements, the cost of any such capital Improvements shall constitute a lien on the Premises in favor of the School ("School Lien"), and then, if this Lease is terminated prior to the Final Lease Payment, the release of the First Mortgage or other liens that are not Permitted Exceptions, and the recording of the Conveyance Deed, at the option of the School: (i) the School may foreclose on the School Lien in the same manner as mortgages with a one (1) month right of redemption in lieu of nine (9) months; or (ii) the current market value of the Premises at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the Outstanding Principal Balance ("School Lien Value") shall be paid to the School by Landlord. The School Lien shall be subordinate to the First Mortgage.

ARTICLE IV

BASE RENT; ADDITIONAL RENT; SECURITY DEPOSIT

Section 4.01 Base Rent. From and after the Rent Commencement Date, School shall pay the Base Rent in equal monthly installments, on or before the first day of each month, without demand. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, then the monthly installment of Base Rent for the first fractional month shall be equal to 1/30th of the monthly installment of Base Rent for each day from the Rent Commencement Date to the end of the first partial month.

Section 4.02. Components of Base Rent. Each installment of Base Rent is comprised of the Lease Principal Payment and the Lease Interest Payment. Landlord shall apply each payment of Base

Rent first to interest as reflected on Addendum "One", and the balance to principal which shall reduce the Lease Purchase Price pursuant to Section O of the SLP.

Section 4.03. Additional Rent. The School shall pay as "Additional Rent" the following expenses related to the Premises:

- (a) Real Estate Taxes pursuant to Article XII.
- (b) School utilities pursuant to Article XI.
- (c) Casualty Insurance pursuant to Section 13.01.
- (d) Maintenance, repairs and replacements of the Premises pursuant to Article IX, including the Renewal and Replacement Fund, if applicable.

Additional Rent shall also include all other amounts due and payable under the terms of this Lease, except Base Rent.

Section 4.02 Security Deposit. Landlord in its discretion and from time to time and at any time shall be entitled to apply any portion or all of the Security Deposit to reimbursement or satisfaction of any and all Events of Default by School and/or any and all damages, losses, attorneys' fees, costs or expenses of Landlord resulting therefrom, including those not remedied by School within the period, if any, expressly provided for in this Lease for such remedial action. Upon Landlord giving School notice of any such application of the Security Deposit, School shall, within thirty (30) days thereafter, pay to Landlord a sum sufficient to restore the amount of the Security Deposit to the amount set forth in the SLP. Within thirty (30) days following expiration of the Lease Term (except as otherwise provided by law), Landlord shall refund to School any balance of the Security Deposit remaining on deposit with Landlord which has not been applied to reimbursement or satisfaction of the foregoing items, and Landlord shall have no further liability with respect to such Security Deposit. Interest shall not be payable or paid on the Security Deposit or any balance thereof, unless otherwise required by law. Landlord shall not be required to segregate the Security Deposit in a separate account.

ARTICLE V

USE; QUIET ENJOYMENT

Section 5.01. Use. The Premises shall only be used for the Permitted Use, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. School shall comply with all Requirements of Law related to the Premises and School's use thereof, and School shall not take any action that would constitute a nuisance, nor permit any unlawful practice to be carried on or committed at the Premises.

Section 5.02. Quiet Enjoyment. Landlord covenants that School, on paying the Base Rent and Additional Rent, and performing the covenants of this Lease shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

ARTICLE VI

CONTINGENT OBLIGATION TO PURCHASE

Section 6.01. Option to Purchase. For and in consideration of \$1.00 ("Option Money")

Landlord grants to School the option to purchase the Premises at the time, for the consideration and upon the terms and conditions set forth in this Article ("Option to Purchase").

Section 6.02. Option Term. School may purchase the Premises at any time after the Term Commencement Date and on or before the first to occur of Early Termination or the Lease Expiration Date. If closing, funding and recording of the Conveyance Deed does not occur on or before the earlier to occur of Early Termination or the Lease Expiration Date, the Option to Purchase shall expire and thereafter be of no further force or effect.

Section 6.03. Exercise of Option. School's election to exercise the Option to Purchase must be evidenced by written notice to Landlord, not less than four (4) months prior to the proposed date for closing.

Section 6.04. Calculation of Option Purchase Price. If School exercises the Option to Purchase, the option purchase price shall be the Outstanding Principal Balance on the Closing Date, with all Lease Interest Payments, prorated if applicable, paid current ("Final Lease Payment"). The Lease Purchase Price is subject to revision due to an adjustment in the Construction Allowance and/or due to Change Orders.

Section 6.05. Closing.

(a) Title Company. Closing on the purchase of the Premises shall occur on the closing date proposed by School, or such other date as is mutually approved by the parties ("Closing Date") at the Title Company (or such other title company selected by School).

(b) Payment by School. At closing School shall pay the Option Money and the Final Lease Payment in cash or other available funds.

(c) Payoff of First Mortgage. Any First Mortgage or other liens or encumbrances which were not Permitted Exceptions shall be paid a closing from Landlord's proceeds.

(d) Title Insurance. Landlord shall pay the premiums for endorsing the Title Policy as an owner's policy, and School shall be responsible for all other title insurance fees related to any new title insurance, including endorsements and the deletion of exceptions thereto.

(e) Closing Costs. Landlord and School shall split the Title Company's closing fee, recording fees and other closing costs equally.

(f) Prorations. No prorations shall apply to the Closing Date, since this is a net lease, except the crediting to School of any Security Deposit, prepaid Base Rent or other prepaid amounts under the terms of this Lease.

(g) Conveyance. Landlord shall convey title to the Property by warranty deed subject only to the Permitted Exceptions set forth in the Title Policy, real estate taxes from and after the Term Commencement Date and exceptions to title which have been approved as Permitted Exceptions by School ("Conveyance Deed"). Landlord shall also assign, transfer and convey to School all tangible and intangible personal property related to the Premises and School's use thereof, including but not limited to plans, contracts, warranties, leases, fixtures, equipment, etc., in "as is, where is" condition.

(h) Documents. The parties shall execute and all documents reasonably necessary for closing.

Section 6.06. Performance of Lease. School's right to exercise the Option to Purchase is conditioned upon no uncured Event of Default at the time School exercises the Option to Purchase and at closing.

Section 6.07. Priority. The Option to Purchase shall be a covenant running with the land and the parties shall execute and record the Memorandum in the real estate records of the County on or immediately after the Effective Date.

Section 6.08. Assignment of Option, Binding Effect. School may only assign the Option to Purchase to an assignee of School's entire interest in this Lease pursuant to Section 6.01.

ARTICLE VII

APPROPRIATION AND NONAPPROPRIATION OF FUNDS

Section 7.01. Appropriation. The officer of School who is responsible for formulating budget proposals with respect to payments of Base Rent and Additional Rent (including payments into the Renewal and Replacement Fund, if applicable) is hereby directed to include in each annual budget proposal submitted to the Board during the Lease Term the entire amount of Base Rent and estimated Additional Rent (including payments into the Renewal and Replacement Fund, if applicable) scheduled to be paid during the next ensuing Fiscal Year; it being the intention of School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of School.

Section 7.02. Event of Nonappropriation. An "Event of Nonappropriation" shall be deemed to have occurred:

(a) On June 30 of any Fiscal Year if the State Legislature or School has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rent and all Additional Rent scheduled to be paid in the next ensuing Fiscal Year; or

(b) If:

(i) Damage to, a material defect in, or loss of title to the Premises pursuant Article XIV, Section (a) has occurred, and

(ii) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Premises in accordance with Article XIV, Section (c), and

(iii) School has not appropriated amounts sufficient to proceed under Article XIV, Section (c) (ii) by June 30 of the Fiscal Year in which such event occurred or by June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent, on June 30 of the Fiscal Year in which such event occurred or on June 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

Section 7.03. Waiver by Landlord. Notwithstanding Section 7.02, Landlord may waive any such failure to appropriate under Section 7.02 which is cured by School within a reasonable period of time.

Section 7.04. Exercise of Right.

(a) In the event School is determined to exercise its annual right to terminate this Lease effective on June 30 of any Fiscal Year, School shall give written notice to such effect to Landlord not later than April 1 of such Fiscal Year; provided, however, that a failure to give such notice shall not (i) constitute an Event of Default, (ii) prevent School from terminating this Lease or (iii) result in any liability on the part of School.

(b) School shall furnish Landlord with copies of all appropriation measures relating to Base Rent and Additional Rent promptly upon the adoption thereof by the Board, but not later than thirty (30) days following the adoption thereof by the Board; provided however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent School from terminating this Lease, or (iii) result in any liability on the part of School.

(c) Subject to the provisions of Section 7.05, School specifically agrees that it shall not declare or cause to be declared by School, the Board or any other officer of School with such authority, an Event of Nonappropriation unless the State Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools or decreases said funding below an amount which is sufficient for School to pay the Base Rent and Additional Rent from the lease reimbursement funding source.

Section 7.05. Limitations on Obligations of School.

(a) Payment of Base Rent and Additional Rent by School shall constitute currently appropriated expenditures of School and may be paid from any legally available funds.

(b) School's obligations under this Lease shall be subject to School's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation or upon nonrenewal or revocation of School's charter.

(c) No provision of this Lease shall be construed or interpreted (i) to directly or indirectly obligate School to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt or multiple Fiscal Year direct or indirect debt or other financial obligation whatsoever of School within the meaning of the Anti-Donation Clause or any other constitutional or statutory limitation or provision; (iii) as a delegation of powers by School; (iv) as a loan or pledge of the credit or faith of School or as creating any responsibility by School for any debt or liability of any Person within the meaning of the Anti-Donation Clause; or (v) as a donation or grant by School to, or in aid of, any Person within the meaning of the Anti-Donation Clause.

(d) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of monies of School, nor shall any provision of this Lease restrict the future issuance of any obligations of School, payable from any class or source of monies of School.

(e) Notwithstanding any other provision of this Lease, School shall be under no obligation to pay Base Rent or Additional Rent or any other amount(s) on any portions of the Premises that have not been certified pursuant to the Educational Occupancy Standards, and all payments by School contemplated under this Lease are expressly conditioned upon the Premises satisfying the Educational Occupancy Standards.

(f) Notwithstanding any other provisions of this Lease, School shall be under no obligation to purchase the Premises.

ARTICLE VIII

LANDLORD WORK; DELIVERY OF POSSESSION; CONDITION OF PREMISES

Section 8.01. Construction of Landlord's Work. Landlord shall cause Landlord's Work to be constructed in accordance with Landlord's Work Addendum. School shall cooperate at all stages to promote the efficient and expeditious completion of Landlord's Work.

Section 8.02. Delivery of Possession.

(a) "Delivery of Possession" of the Premises shall be deemed to occur on the date of Substantial Completion of Landlord's Work and Landlord's notification to School in writing that School may take possession. Delivery of Possession shall occur on or about the Scheduled Term Commencement Date and not later than the Outside Term Commencement Date.

(b) If Landlord does not deliver possession of the Premises to School on or before the Outside Term Commencement Date, unless such failure is due to an Event of Default by School, or Force Majeure, Landlord shall be subject to liability for such failure, and the Term Commencement Date shall be extended one (1) day for each day of delay, but the Lease Expiration Date shall not be extended. Further, since the actual damages which School would sustain due to such a delay would be difficult to calculate, the parties agree that liquidated damages equal to two (2) days of Base Rent abatement for each day of delay would be a reasonable approximation of such damages. Provided further, School may terminate this Lease if Delivery of Possession of the Premises does not occur within thirty (30) days of the Outside Term Commencement Date by providing written notice thereof to Landlord not later than thirty-five (35) days after the Outside Term Commencement Date. In such event, all Prepaid Rent, the Security Deposit and any payments by School for Change Orders shall be returned to School and the parties shall have no further obligations under the terms of this Lease, except for those matters which specifically survive termination.

(c) Landlord warrants that as of the Term Commencement Date, the Premises comply or will comply with all Requirements of Law, including applicable Educational Occupancy Standards.

Section 8.03 Early Possession. School will have the right to enter into possession of the Premises before the Term Commencement Date to install fixtures and equipment, provided however, such possession shall be subject to: (a) School coordinating with Landlord and its Contractor, if applicable; (b) School providing Landlord evidence that all insurance required of School in Article XIII has been obtained; and (c) such possession shall be subject to the provisions of this Lease, except that the payment of Base Rent and Additional Rent shall not be due prior to the Rent Commencement Date. School's early possession shall not unreasonably interfere with Landlord's Work.

ARTICLE IX

REPAIRS AND MAINTENANCE; LIENS

Section 9.01. Repairs and Maintenance by School.

(a) School shall be responsible maintaining, preserving and keeping the Premises in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Premises in such condition, and in compliance with all Requirements of Law, except as to Landlord's repair and maintenance obligations set forth in Section 9.02.

(b) Notwithstanding Section 9.01 (a), and except to the extent of the Net Proceeds, School shall not be responsible for repairs, maintenance or replacement obligations that arise as a result of the tortious conduct of Landlord, or which are subject to the indemnity obligations of Landlord.

(b) If, within thirty (30) days after written notice by Landlord to School (or such shorter time as may be required in an emergency or pursuant to Requirements of Law), School fails to provide any of the maintenance, repairs or replacements required of School, and/or fails to complete the same with reasonable diligence, then Landlord may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be due and payable by School to Landlord, as Additional Rent within thirty (30) days of School's receipt of written demand therefor.

(c) Renewal and Replacement Fund. If the creation of a Renewal and Replacement Fund is referenced in the SLP, School shall make the deposits into an FDIC insured bank account on a monthly basis. The monies in the Renewal and Replacement Fund shall be used by School to pay maintenance repair and replacement expenses referenced in Section 9.01(a). The amount to be paid into the Renewal and Replacement Fund shall be reviewed and adjusted annually or as deemed appropriate by School.

Section 9.02. Repairs and Maintenance by Landlord.

(a) Landlord shall be responsible for, and shall pay for all roof repairs and replacements, all repairs and maintenance of exterior walls and structural building components (including as the same relate to complying with all Requirements of Law), latent defects, and damage due to casualty and condemnation, to the extent of the Net Proceeds.

(b) Notwithstanding Section 9.02(a), and except to the extent of any Net Proceeds, Landlord shall not be responsible for any maintenance, repairs or replacements related to Alternations by School, or repairs, maintenance or replacement obligations that arise as a result of the tortious conduct of School, or which are subject to the indemnity obligations of School.

(c) If, within thirty (30) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be deducted from succeeding payments of Base Rent and Additional Rent.

Section 9.03. Liens and Encumbrances.

(a) School shall keep the Premises free and clear of all mechanics' liens and other liens or encumbrances on account of work done for School or Persons claiming under it. If any such lien shall at any time be filed against the Premises, School shall cause the same to be discharged within sixty (60) days after the recording thereof; provided, however, in the event School is contesting such lien in good faith, School shall have the right to discharge such lien by posting a bond with the applicable State court. If School shall fail to cause the same to be discharged within said sixty (60) day period, then, in addition to any other right or remedy of Landlord resulting from School's said default, Landlord may, but shall not be obligated to, following seven (7) days written notice to School, discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. School shall repay to Landlord, as Additional Rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 9.03(a), including all costs, expenses and attorneys' fees incurred by Landlord in connection therewith. Nothing

contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' lien or other lien law.

(b) Should any claim of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(c) Landlord shall have the right to post and keep posted upon the Premises notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. School shall, before the commencement of any work which might result in any such lien, give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Section 9.04 Right of Access. Except in the event of an emergency, Landlord, its agents, servants and employees shall have the right to enter the Premises during school hours, with reasonable frequency, upon reasonable prior notice to School, and in the presence of School's personnel for the purpose of inspecting the same to ascertain whether School is performing the covenants of this Lease, and after school hours, except in the event of an emergency, for the purpose of making required maintenance, repairs, alterations or additions. Landlord agrees to cause as little inconvenience as reasonably possible to School, its employees, students and invitees in connection therewith.

ARTICLE X

ALTERATIONS BY SCHOOL

School shall have the right to make changes and Improvements to the then existing Premises, as School shall desire ("Alterations by School"). Any Alterations by School that are structural, affect mechanical, plumbing, electrical, or other Building systems, or impact the square footage of the then existing Premises shall be subject to Landlord's prior written approval, in its reasonable discretion. For both structural and non-structural Alterations by School, School shall (a) submit plans of all changes to Landlord at least thirty (30) days in advance of the proposed construction commencement date, (b) provide Landlord with evidence of School's financial ability to pay for such changes, (c) complete all such construction in a good and workmanlike manner and in material compliance with all Requirements of Law, at School's sole expense, (d) provide for all contractors and subcontractors to have the same insurance as required for Landlord's Work, as provided for in Paragraph V of Landlord's Work Addendum before commencing construction, and (e) the Alterations by School (whether structural or non-structural) shall not reduce the fair market value of the Premises, as reasonably determined by Landlord. Subject to the Tort Claims Act, School agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from Alterations by School.

Subject to the School Lien, the School Work and the Alterations by School shall become the property of Landlord when complete, and the same shall not be removed by School at the expiration or earlier termination of this Lease.

ARTICLE XI

UTILITIES

School, at School's sole cost, shall before delinquency pay all deposits and bills for utilities delivered to the Premises during the Lease Term (including, without limitation, gas, electric, water, sewer, telephone, data, internet, TV and trash removal). Landlord shall not be liable in any way for any

payment, deposit or other charges for utilities delivered to the Premises during the Lease Term. Landlord shall not be responsible for the quality, quantity or interruption of utility services, except to the extent a disruption in service is due to the negligent or intentional acts or omissions of Landlord, its employees, agents and representatives. If School fails to pay when due any charges referred to in this Article, Landlord may, but shall not be obligated to, pay the bills for utilities and School shall reimburse Landlord, as Additional Rent, for any amounts so paid by Landlord within thirty (30) days of School's receipt of written demand therefor.

ARTICLE XII

TAXES

Pursuant to Section 22-26A-5.1B of the Lease Purchase Act, the Premises are to be considered "public property". However, to the extent the Premises are not tax exempt, beginning on the Term Commencement Date, School shall pay the County treasurer, or reimburse Landlord as Additional Rent, Schools Pro Rata Share of all real property taxes and assessments (including ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents and any tax or charge for governmental services such as street maintenance or fire protection) payable with respect to the Premises and any Improvements constructed thereon, and any other tax or charge that is in lieu of or a substitute for any of such taxes or charges (such as gross receipts taxes) which are levied or assessed against the Premises, and taxes on the fixtures and equipment located in or on the Premises (collectively "Real Estate Related Taxes"). School may pay all Real Estate Related Taxes in installments if permitted by applicable Requirements of Law.

School may contest an assessment or tax bill related to the Real Estate Related Taxes by providing written notice to Landlord. Any such contest shall be at School's sole cost and expense; provided further that School shall be required to pay any taxes or post a bond to ensure no penalties or interest are assessed as a result of any such contest.

School shall also pay, prior to delinquency, all taxes, assessments, license fees and public charges or levies, assessed or imposed upon School's business operations, trade fixtures, leasehold improvements, equipment, merchandise and other personal property in or on the Premises.

ARTICLE XIII

INSURANCE

Section 13.01. Casualty Insurance.

(a) Subject to the availability of such coverage from NMPSIA, commencing on the Term Commencement Date and for the Lease Term, School shall carry and maintain or cause to be carried and maintained in full force and effect, at School's sole cost and expense, fire and extended coverage insurance upon the Premises, including all Improvements thereon, in an amount equal to the replacement cost of the Improvements, excluding foundation and excavation costs ("School's Casualty Insurance").

(b) If School is unable to obtain School's Casualty Insurance at any time during the Lease Term, Landlord shall procure casualty insurance from an insurance company authorized to do business in New Mexico which shall, at a minimum, include:

(i) the full estimated replacement cost of the Premises [except as provided in Sections 13.01 (b) (iii), (iv) and (v) with respect to terrorism, flood and earthquake coverage], and at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) [ISO broad causes of loss form (CP 10 20)].

(ii) Equipment breakdown insurance covering the Building(s), fixtures, equipment, tenant improvements and betterments, and School's personal property from loss or damage caused by the explosion of steam boilers or pipes.

(iii) Terrorism coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(iv) Flood coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(v) Earthquake coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(vi) All such policies shall name School as an additional insured.
(collectively "Landlord's Casualty Insurance")

School shall reimburse Landlord for Landlord's Casualty Insurance as Additional Rent within thirty (30) days of receipt of an invoice therefor.

Section 13.02. Liability Insurance.

(a) Landlord. During the Lease Term, Landlord shall maintain in full force and effect a policy or policies of insurance providing comprehensive general liability coverage of not less than a \$2,000,000.00 limit per occurrence, including coverage for property damage, bodily injury and wrongful death ("Landlord's Liability Insurance"). The amount of Landlord's Liability Insurance shall be subject to NMPSIA increasing the minimum coverage. Such insurance policy or policies shall name School, its officers and employees as additional insureds.

(b) Additional School Insurance. Prior to the earlier of the Term Commencement Date or School taking possession of the Premises, and during the Lease Term, School shall, at its own expense, obtain and maintain such other insurance coverages as are required by Section 6.20.2.20 NMAC, as amended.

Section 13.03. Waiver of Subrogation. Landlord and School hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the Building(s), Premises, Improvements, betterments, fixtures, equipment, and any other personal property to the extent covered by the School's Casualty Insurance and the Landlord's Casualty Insurance. Further, Landlord and School waive all rights against each other and their agents, officers, directors and employees for recovery of damages to the extent the damages are covered by the workers compensation and employers liability insurance obtained by Landlord or School and related to this Lease. Landlord and School shall obtain endorsements to their policies to effect the waiver of subrogation provided for in this Section 13.03.

ARTICLE XIV

DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE

(a) If (i) the Premises (or any portion thereof) is destroyed or damaged by fire or other insured casualty, (ii) title to, or the temporary or permanent use of, the Premises (or any portion thereof) or the interest of School or Landlord in the Premises (or any portion thereof), is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Premises (or any portion thereof) becomes apparent or (iv) title to or the use of the Premises (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Premises shall be deposited into a special trust fund held by Landlord and School, as their interests may appear. Base Rent and Additional Rent shall abate during such period of time, as to the Premises or portion thereof, that do not meet the Educational Occupancy Standards.

If the Premises, or substantial portions thereof are destroyed or substantially damaged so as to substantially impair School's uses for educational purposes, and the destruction or damage to the Premises cannot be substantially restored within ninety (90) days from the time of such damage or destruction, then School or Landlord shall have the right to terminate this Lease.

(b) Subject to subsection (a) of this Article, if the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in subsection (a) of this Article are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Premises (or portion thereof) and any excess shall be delivered to Landlord or School, as applicable.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in subsection (a) of this Article are more than the amount of Net Proceeds available, then:

(i) School may elect either:

(A) to direct Landlord to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Premises (or portion thereof) with materials of a value equal to or in excess of the value of the Premises (or applicable portion thereof), and pay (subject to Article VII) as Additional Rent the costs thereof in excess of the amount of the Net Proceeds, or

(B) to terminate this Lease.

(ii) If, by June 30 of the Fiscal Year in which the event described in subsection (a) of this Article occurred (or June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent), School has not appropriated amounts sufficient to proceed under subsection (c) (i) (A) of this Article, an Event of Nonappropriation shall be deemed to have occurred.

ARTICLE XV

ASSIGNMENT; SUBLETTING

Section 15.01. Transfer of School's Interest in Lease and Premises. School may assign, transfer or convey School's interest in this Lease and the Premises, including the Option to Purchase, with Landlord's consent (which consent shall not be unreasonably withheld or delayed), without cost to the School, to a locally chartered or State-chartered school or to the State or one of its institutions, instrumentalities or other political subdivisions. The assignee shall acquire all rights and benefits of its predecessor in interest under the terms of this Lease, including credit for all Lease Principal Payments and Lease Interest Payments.

Nothing in this Section 15.01 shall be deemed to prohibit, limit or restrict the School's power to enter into joint powers agreements as provided for in Sections 11-1-1, et seq. NMSA 1978, as amended, for shared use of the Premises.

Section 15.02. Restriction on Mortgage or Sale of Premises by School. Prior to closing on purchase of the Premises, School will not mortgage, sell, assign, transfer or convey the Premises or any portion thereof without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Section 15.02. Subleasing by School. School may sublease or grant a right to use all or any portion of the Premises for the Permitted Use, with Landlord's approval (which approval shall not be unreasonably withheld or delayed); provided further that School remains fully liable under this Lease, and School shall maintain its direct relationship with Landlord, notwithstanding any such sublease, grant or use ("Sublease").

Section 15.03. Non-waiver. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Any attempted or purported assignment or sublease without Landlord's consent shall constitute an Event of Default.

Section 15.04. No Release. No assignment or subletting, whether with or without Landlord's consent shall relieve School from its covenants and obligations under this Lease.

Section 15.05. By Landlord. In the event of the transfer and assignment by Landlord of its interest in the Premises and this Lease to a Person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and School agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any Security Deposit given by School to secure performance of School's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XVI

HAZARDOUS MATERIALS LAWS

16.01. Landlord Warranties and Representations. Landlord warrants that as of the Effective Date and the Term Commencement Date, there are no hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other substances (the word "substance" includes liquids, solids and gases) potentially dangerous to human health or the

environment or which may require remedy at the behest of any governmental authority located on, in or under the Premises, and Landlord has received no notice and has no independent knowledge of the possible or actual disposal or use of any such substances on, in or under the Premises or any violation or claimed violation of the laws, rules and regulations relating to hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other similar substances; to the extent any of the above-mentioned substances are removed from or remediated at the Premises by the Landlord, Landlord will also provide verification of such removal or remediation. The Landlord warrants that the Premises do not contain any underground treatment or storage tanks or gas or oil wells. Landlord shall indemnify and hold School harmless from, and defend School against any and all loss, cost or liability (including, without limitation, court costs, attorney's fees, consultant's fees, clean-up costs, fines, penalties, damages and amounts paid in settlement, and all direct, indirect, incidental or consequential losses incurred) arising out of any event or condition constituting a breach or inaccuracy of the representations and warranties set forth in this Section, or any liability, penalty, cleanup or remediation costs, etc., arising from use or conditions of the Premises prior to the Effective Date or the Term Commencement Date.

16.02. Compliance with Hazardous Materials Laws. School and Landlord mutually agree that each shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous toxins, contaminated or polluting materials, substances or waste, including, without limitations, any "hazardous substances", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

16.03. School Indemnity. Upon and after Substantial Completion and acceptance of the Premises by the School, School shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Landlord or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the Premises; and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall, subject to the limitations and waivers provided for in the Tort Claims Act and other Requirements of Law, indemnify Landlord and hold Landlord harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability.

16.04. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld or delayed, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of said party's interest in the Premises; provided, however, that prior consent shall not be necessary in the event that: (a)(i) the presence of Hazardous Materials on, under, or about the Premises either poses an immediate threat or is of such a nature that an immediate remedial response is necessary, or (ii) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (iii) such action is required by government order; and (b) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice, shall be given as soon as practicable of any action so taken.

Section 16.05. Survival of Landlord's and School's Indemnities, Obligations and Liabilities. School's and Landlord's indemnities, obligations and other liabilities under this Article XVI shall survive the expiration or other termination of this Lease.

ARTICLE XVII

DEFAULTS AND REMEDIES

Section 17.01. Events of Default by School Defined.

- Lease:
- (a) Any of the following shall constitute an "Event of Default" under this Lease:
 - (i) failure by School to pay any specifically appropriated Base Rent within ten (10) days after the receipt of written notice from Landlord following the applicable due date;
 - (ii) failure by School to pay Additional Rent within thirty (30) days after the receipt of written notice (unless a shorter period is specifically provided for in this Lease) for which funds have been specifically appropriated following the applicable due date, or if such Additional Rent is payable to a Person other than Landlord, when nonpayment thereof has, or may have, a material adverse effect upon the Premises or the interest of Landlord in the Premises;
 - (iii) failure by School to vacate the Premises within ninety (90) days following an Event of Nonappropriation in accordance with Section 3.05(b);
 - (iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of School in all or any portion of this Lease or the Premises in violation of Sections 15.01 and 15.02 or any succession to all or any portion of the interest of School in the Premises in violation of Sections 15.01 and 15.02; or
 - (v) failure by School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) (i), (ii), (iii) or (iv) of this Section 17.01, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied shall be given to School by Landlord; provided, however, that if the failure stated in the notice cannot reasonably be corrected within said thirty (30) day period and corrective action shall be instituted within said thirty (30) day period and diligently pursued until the default is corrected, no Event of Default shall occur.
 - (b) The provisions of subsection (a) of this Section 17.01 are subject to the following limitations:
 - (i) School shall be obligated to pay Base Rent and Additional Rent only during the Lease Term, except as otherwise expressly provided in Section 3.05(b)(ii); and
 - (ii) if, by reason of Force Majeure, School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rent or Additional Rent hereunder, School shall not be deemed in default during the continuance of such inability; provided, however, that School shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing School from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of School.

Section 17.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Landlord may take one or any combination of the following remedial steps:

- (a) terminate the Lease Term and give notice to School to vacate the Premises, in the manner provided in Section 3.05(b).
- (b) lease School's interest in all or any portion of the Premises; and/or
- (c) recover from School:
 - (i) the portion of Base Rent and Additional Rent payable pursuant to Section 3.05(b)(ii);
 - (ii) the portion of Base Rent for the then current Fiscal Year that has been reimbursed to the School by PSCOC, regardless of when School vacates the Premises to Landlord; and
 - (iii) the portion of the Additional Rent for the then current Fiscal Year that has been specifically appropriated by the Board, but only to the extent such Additional Rent is payable prior to the date, or is attributable to the use of the Premises prior to the date that School vacates the Premises and delivers the Premises to Landlord;
- (d) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, subletting, encumbrance, conveyance, transfer or succession under Article XV by specific performance, writ of mandamus or other injunctive relief; and
- (e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under this Lease, subject, however, to the limitations on the obligations of School set forth in Sections 7.05.

Section 17.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 17.04. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid Sublease of an Event of Default by School within five (5) days after the occurrence.

Section 17.05. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within a reasonable period of time, not to exceed thirty (30) days after receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within said thirty (30) day period and diligently pursue the cure to conclusion, then Landlord shall be liable to School for any damages sustained by School as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any holder of a First Mortgage) fails to cure the default as provided herein, then School shall have the right to cure said default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any such amount against any payments of Base Rent and Additional Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive,

and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE XVIII

FIRST MORTGAGE; SUBORDINATION; ESTOPPEL

Section 18.01. First Mortgage. The "First Mortgage" is the mortgage or deed of trust secured by the Premises which is a Permitted Exception listed in the Title Policy. The term First Mortgage shall also include any first position lien on the Premises which refinances the original First Mortgage and which is approved by School as a Permitted Exception (which approval shall not be unreasonably withheld or delayed), provided that at no time shall the principal balance due on the First Mortgage exceed the Outstanding Principal Balance.

Section 18.02. Subordination. This Lease and the rights of School hereunder are expressly subordinate and subject to any First Mortgage now or hereafter encumbering the Premises, including the Land, Building(s) and other Improvements included therein, or any portions thereof, subject only to School's receipt of a written non-disturbance agreement and recognition of the Option to Purchase (subject to School not being in default hereunder beyond applicable grace and cure periods) for the benefit of School, in a form reasonably acceptable to School. School shall execute and deliver to Landlord such documents (in a form reasonably acceptable to School) and take such further action as Landlord in its reasonable discretion deems necessary or advisable to confirm, effect, or maintain such subordination and non-disturbance within ten (10) Business Days after written request of Landlord or such First Mortgage holder.

Section 18.03. Estoppel. School agrees that it will from time to time within fifteen (15) Business days after written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify School and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm the Term Commencement Date, the Rent Commencement Date, the Lease Term, the amount of Base Rent and Additional Rent or other sums due by School hereunder, and the amount of the Security Deposit and any payments of Base Rent and Additional Rent more than one (1) month in advance of their due dates, or other deposits in the possession of Landlord, shall confirm to the best of its knowledge that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default specifying any default), and shall contain such other information or confirmations as Landlord may reasonably require.

ARTICLE XIX

INDEMNITY

Section 19.01. Indemnification by School. Landlord releases and discharges School and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Premises where such damage or destruction was not caused by the willful act of School or any of its "public employees." Within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Landlord from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, proximately caused School, its employees and volunteers acting within the scope of their duties, pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord, its agents, representatives and employees. Nothing hereby shall be construed to

waive or in any way abrogate immunities of the School preserved by the Tort Claims Act.

Section 19.02. Indemnification by Landlord. Except to the extent caused by the negligent maintenance of the Premises by the School, its employees and volunteers acting within the scope of their duties, Landlord shall protect, defend, indemnify, and save harmless School, its employees and volunteers acting within the scope of their duties from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, arising out of the negligent or intentional acts or omissions of Landlord, its agents, representatives, and employees.

Section 19.03. Survival of Indemnities. The indemnities contained in this Lease shall specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 19.04. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to Section 56-7-1 NMSA 1978, as amended.

ARTICLE XX

SURRENDER AND HOLDING OVER

Upon the expiration of the Lease Term, School shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord broom clean and in as good order and condition as existed on the Term Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, and loss due to condemnation or threat of condemnation. In the event School continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a rent equal to the Base Rent and Additional Rent due for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, including Section 3.05(b)(i). Upon the expiration or termination of this Lease, School shall remove, at its expense, any trade fixtures and personal property of School in the Premises, and those Improvements and Alterations by School which were paid for by School and which would violate the Anti-Donation Clause if they were to remain; but any damage to the Premises caused by such removal shall be repaired by School at the time of the removal. All other installations (including HVAC equipment, duct work, electric and water connections and electric lighting fixtures) and all repairs, Improvements, replacements and Alterations by School to the Premises, made by School shall, become the property of Landlord. Alternatively, Landlord shall reimburse School for the School Lien Value of the Improvements or Alterations by School which are to remain.

ARTICLE XXI

GENERAL PROVISIONS

Section 21.01. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of the Lease to be given or served on either party shall be in writing, addressed to the address set forth in Paragraphs B and D of the SLP, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by an overnight private mail/courier service which provides delivery confirmation. All notices shall be deemed to be received the earlier of: (i) three (3) Business Days after being deposited in the United States mail with proper postage, (ii) upon delivery by overnight courier, or (iii) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or

inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other.

All references to "day(s)" shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

Section 21.02. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 21.03. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 21.04. No Waiver. A waiver by Landlord or School of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 21.05. Time of Essence. Time is of the essence with regard to every provision of this Lease.

Section 21.06. No Third Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any Person other than the parties hereto.

Section 21.07. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and School.

Section 21.08. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 21.09. Brokers. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except for Landlord's Broker, and Landlord agrees to hold School harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof. School represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease other than School's Broker, and School agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of School with respect to this Lease and/or the negotiation hereof.

Section 21.10. Amendments to Lease. Any amendments to this Lease, except amendments that would improve the Premises without additional financial obligations to the School, shall be approved by PED.

Section 21.11. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

DRAFT

**SIGNATURE PAGE ONE
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

LANDLORD:

_____,
a _____

By: _____
Name: _____
Title: _____

DRAFT

**SIGNATURE PAGE TWO
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

SCHOOL:

_____, LLC,
a _____

By: _____

Name: _____

Title: _____

DRAFT

ADDENDUM "ONE"

BASE RENT And LEASE PURCHASE CALCULATIONS

Landlord and School shall attach as Schedule I to this Addendum "One" an amortization schedule which reflects the Lease Purchase Price amortized over the Lease Amortization Period at the Lease Interest Rate. Base Rent each month shall be a fixed amount comprised of the Lease Principal Payment and the Lease Interest Payment. The schedule shall have a column reflecting the declining balance due on the Lease Purchase Price each month ("Outstanding Principal Balance"). When and if School exercises the Option to Purchase, the Final Lease Payment shall equal the Outstanding Principal Balance due on the Lease Purchase Price for the last month Base Rent has been paid by School, with the Lease Interest Payment prorated, if applicable.

Lease Purchase Price: \$ _____.

Lease Interest Rate: _____%.

Lease Amortization Period: _____ years.

Monthly Base Rent: \$ _____.

Schedule I

LEASE PURCHASE PRICE AMORTIZATION

<u>Payment Date</u>	<u>Lease Interest Payment</u>	<u>Lease Principal Payment</u>	<u>Outstanding Principal Balance</u>

DRAFT

EXHIBIT "A"

Legal Description of the Land

(To be attached)

DRAFT

EXHIBIT "B"

Diagram of Premises

(To be attached)

DRAFT

EXHIBIT "C"

LANDLORD'S WORK ADDENDUM

(Lease Purchase)

THIS LANDLORD'S WORK ADDENDUM forms a part of the Charter School Lease Purchase executed by Landlord and School.

I. Approved Plans:

Subject to and upon the conditions hereinafter set forth, Landlord agrees to construct or cause to be constructed on the Land, Landlord's Work substantially in accordance with NMPSFA requirements described on Schedule I attached hereto ("NMPSFA Requirements") and the preliminary plans and specifications described on Schedule II attached hereto (the "Preliminary Plans"). School has reviewed and hereby approves the Preliminary Plans.

Within _____ (__) days after the Effective Date, Landlord shall provide School a copy of the final plans and specifications based on the Preliminary Plans ("Final Plans"). School shall have thirty (30) days after receipt of the Final Plans to reasonably approve or disapprove of same by providing written notice thereof to Landlord. If School disapproves of the Final Plans, Landlord shall have ten (10) days after the receipt of the disapproval to agree to cure all objections of School, or Landlord shall provide written notice to School that it elects not to cure some or all of School's objections to the Final Plans. Thereafter, School shall have ten (10) days after the receipt of Landlord's election not to cure all of School's objections to waive the failure to cure and approve the Final Plans, with any modifications Landlord has approved, or to terminate this Lease. If this Lease is terminated pursuant to this Section I, all Prepaid Rent and the Security Deposit shall be returned by Landlord to School, and neither party shall have any further obligations under the terms of this Lease, except as to those matters which specifically survive termination.

The Final Plans, as the same may be modified pursuant to this Section I, shall be the "Approved Plans".

Landlord shall provide School with an "as built" set of plans for the Landlord's Work within thirty (30) days after the Term Commencement Date.

II. Construction Allowance:

The costs and expenses for Landlord's Work based on the Approved Plans are subject to either a Fixed Price Construction Allowance or a Cost Plus Construction Allowance as set forth in the SLP. In either event, Landlord shall be responsible for all cost overruns in excess of the applicable Construction Allowance, and the same shall not be billed to School or increase the Base Rent to be paid by School.

If the Cost Plus Construction Allowance applies, Landlord shall provide School monthly during the construction of Landlord's Work with all invoices and bills for materials and labor related to Landlord's Work. The following costs and expenses shall be included in the cost of Landlord's Work (collectively "Cost of Work"):

a. Salaries or wages of all labor including foremen, mechanics, drivers, sub-contractors, laborers, and all others necessary for the proper conduct of the work and for the time employed on the work, together with any Social Security and taxes in connection with such labor.

b. Disbursements made and obligations incurred for or in connection with the furnishing, delivery and installation of all materials, structural accessories, machinery, equipment and other items required to be furnished and done hereunder; also for and in connection with the construction equipment and maintenance at the site of the work, and elsewhere as required; and for or in connection with all insurance, bonds, fees, royalties and permits.

c. Disbursements made and obligations incurred pursuant to subcontracts made hereunder, less all counter charges collected from subcontractors.

d. All utilities utilized during the Landlord's Work.

e. All loading and unloading, express and freight delivery charges.

f. Disbursements for materials or supplies furnished from Landlord's stock which shall be charged to the work at a fair market price.

g. All costs of capital employed and money borrowed.

h. All surveys, inspections and tests of the site.

i. All necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

The term Cost of Work shall not include salaries of Landlord's officers or salaries of any Person employed in the office of Landlord.

Landlord's overhead or general expenses of any kind related to Landlord's Work and Landlord's profit shall not be deemed a Cost of Work, but rather are incorporated within the Cost Plus Percentage as set forth in the SLP.

III. Contractors and Subcontractors:

Landlord will select the general contractor to construct Landlord's Work (the "Contractor"), and Landlord will promptly enter into a contract with the Contractor on Landlord's standard form of construction contract for the construction of Landlord's Work. Landlord shall have the right to select architects, engineers, subcontractors, and other professionals, as it deems necessary or desirable.

IV. Construction of Landlord's Work:

Landlord will cause substantial completion of Landlord's Work to occur on or before the Outside Term Commencement Date, which date is subject to Force Majeure. "Substantial Completion" of Landlord's Work shall be deemed to be on the date that (a) Landlord delivers a certification to School from Landlord's architect or the Contractor that Landlord's Work has been completed in accordance with the Approved Plans, subject only to a punch list ("Punch List") of minor items remaining to be corrected by Landlord, which will be prepared by representatives of Landlord and School, and which will not materially interfere with School's Permitted Use of the Premises, (b) a "certificate of occupancy" or comparable certificate has been issued for Landlord's Work by the appropriate governmental authority, and (c) the Premises and Improvements comply with the Educational Occupancy Standards. Landlord and School shall cooperate to obtain necessary approvals for the Substantial Completion of Landlord's Work.

Landlord will complete the Punch List prior to the Term Commencement Date, unless otherwise agreed by School, at its sole option.

School shall also have the right to enter into possession of the Premises under duress prior to Substantial Completion of Landlord's Work if School is required to open under the Educational Occupancy Standards or be in violation of its charter, and the Premises satisfy all other Educational Occupancy Standards.

V. Insurance: Landlord shall comply with the following requirements related to insurance during the construction of Landlord's Work:

a. General Requirements

Insurers must be authorized to do business (and have an agent for service of process) in the State and either (1) have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating; or (2) otherwise be acceptable to School as evidenced by School's written approval of such insurer. All policies shall name Landlord and School as an additional insured or loss payee, as applicable. Certificates of insurance (and endorsements) must be on forms acceptable to School delivered to School prior to commencement of the Landlord's Work. The Contractor shall furnish a certificate of insurance which shall include a thirty (30) day cancellation clause requiring the insurer to mail thirty (30) day written notice to School prior to any cancellation or termination of insurance. Contractor shall not commence nor continue to perform any of Landlord's Work unless Contractor, at its own expense, has in full force and effect all required insurance. All policies shall be on an occurrence (as opposed to claims made) basis. Certificates of insurance for all coverages required herein shall be provided to School prior to the commencement of Landlord's Work and shall remain in effect until after the Landlord's Work is completed and all warranty periods have run.

b. Worker's Compensation and Employer's Liability Insurance

Contractor shall comply with all applicable provisions of the New Mexico Worker's Compensation Act, the New Mexico Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Contractor shall procure and maintain during the life of the construction contract complete Worker's Compensation and Employer's Liability Insurance in accordance with the Requirements of Law. Contractor shall require each subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in Landlord's Work. Worker's Compensation coverage shall be carried in the amounts of the statutory limits. Contractor shall provide and Contractor shall cause each subcontractor to provide Employer's Liability coverage of not less than \$100,000 for each person.

c. Liability Insurance

Contractor shall procure and maintain commercial general liability insurance. The policy(ies) shall provide limits of not less than those shown below:

\$ 2,000,000 General Aggregate
2,000,000 Products/Completed Operations Aggregate
2,000,000 Personal Injury
100,000 Property Damage
50,000 Medical Expense (any one person)

Excess insurance or umbrella liability insurance will be acceptable in obtaining the above limits.

The Products and Completed Operations Liability Insurance must be maintained for a period of not less than one (1) year following Substantial Completion.

d. Builder's Risk

Contractor shall provide Builder's Risk ("All Risk") insurance coverage for the Landlord's Work (for full insurable value to replace/repair up to the contract sum. Such coverage shall include Completed Work in progress and insure against the perils of fire and "all risk" insurance for physical loss or damage including, theft, vandalism or malicious mischief.

e. No Limitation of Liability

Nothing contained in this Paragraph V is to be construed as a limitation of the liability of Contractor.

f. Coverages

NMPSIA shall have the right to establish and adjust coverages and required amounts of insurance for Contractor.

VI. Warranties:

All of Landlord's Work shall include a one (1) year builder's limited warranty against defects in materials and workmanship commencing on the Term Commencement Date, the benefits of which shall accrue to both Landlord and School. Further, School shall have the benefit of all extended warranties and manufacturer's warranties related to the Landlord's Work.

VII. Entry by School:

With prior notice to Landlord and Landlord's approval, which approval shall not be unreasonably withheld or delayed, School shall have the right to enter the Premises prior to the completion of Landlord's Work for the sole purpose of installing fixtures and equipment, provided School procures and maintains the liability insurance as required in Section 13.01 in the Lease, and the work shall be performed in such a manner and at such times as to not interfere with or delay the Contractor and the Landlord's Work.

VIII. Change Orders:

School may request changes to the Approved Plans. Any changes are subject to Landlord's consent, which may not be unreasonably withheld. If Landlord approves any of School's requested changes to the Approved Plans, all of Landlord's actual costs and expenses in excess of the Construction Allowance associated with such changes, including, but not limited to, increases in the Contractor's fees, will be paid by School. The additional costs shall be paid either in cash, if said amount is so appropriated, or by amortizing the additional costs at the Lease Interest Rate per annum over the Lease Amortization Period and increasing the Base Rent by said amount each month. Prior to implementing any requested change to the Approved Plans, Landlord will prepare and deliver to School for School's approval a written "Change Order" setting forth the estimated cost of such requested changes and the number of days of delay associated therewith, if any. If School fails to approve, execute, and deliver to Landlord such Change Order within five (5) Business Days following delivery of the Change Order by Landlord, School will be deemed to have withdrawn the proposed change. As part of its approval of any Change Order, School agrees to be responsible to pay the amount of all Change Orders.

IX. School Delay:

"School Delay" shall mean any delay in the construction of Landlord's Work caused by School, other than Force Majeure, including, without limitation and in addition to other reasons set forth herein, interference with the construction of Landlord's Work and the failure to supply or cause to be supplied any equipment or material which School is responsible to supply. Each day of School Delay will add one (1) day to the Term Commencement Date, provided however, the Rent Commencement Date shall not be changed. If the School Delay results in the Term Commencement Date occurring after the Rent Commencement Date, the Rent Commencement Date shall not be extended.

DRAFT

Schedule I
NMPSFA REQUIREMENTS
(To be attached)

DRAFT

Schedule II
PRELIMINARY PLANS
(To be attached)

DRAFT

EXHIBIT "D"

ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is entered into effective the ____ day of _____, 20____,
by and between _____ ("Landlord") and
_____, ("School")

WHEREAS, Landlord and School entered into a Lease Purchase dated _____, 20____
("Lease") involving the premises located at _____,
_____, New Mexico _____; and

WHEREAS, the parties desire to establish the Term Commencement Date, Rent Commencement
Date, and/or revise other terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration,
the receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. All capitalized terms shall have the definitions set forth in the Lease, unless otherwise
defined herein.
2. The Term Commencement Date is hereby acknowledged to be _____, 20____.
3. The Rent Commencement Date is hereby acknowledged to be _____, 20____.
4. The Lease Expiration Date is hereby acknowledged to be: _____.
5. The parties acknowledge and agree that the square footages of the Premises are amended
as follows: _____.
6. The parties acknowledge and agree that the Lease Purchase Price and the Base Rent are
amended as shown on Revised Addendum "One" attached hereto.
7. _____.
8. Except as herein modified and amended, the remaining terms and provisions of the Lease
shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first
hereinabove set forth.

Landlord:

_____, a

By: _____

Name: _____
Title: _____

School:

_____, a

By: _____

Name: _____
Title: _____

REVISED ADDENDUM "ONE"

(To be attached)

DRAFT

EXHIBIT "E"

"DESCRIPTION OF SPECIFIC USES"

- A. Total number of students _____
- B. Grades served _____
- C. Unique (non-traditional) educational programs served:
- a. **No** ()
 - b. **Yes** () [describe space needs that are different from the NM Adequacy Standards for traditional schools]
- D. Community programs served:
- a. **No** ()
 - b. **Yes** () [describe space needs that are different from the NM Adequacy Standards for traditional schools, and revenue generated]

EXHIBIT "F"

PSCOC LEASE ASSISTANCE APPLICATION ANNUAL CONFLICT OF INTEREST QUESTIONNAIRE – PRIVATE LANDLORD FOR SCHOOL YEAR 2013-2014

The following definitions apply to this Questionnaire:

- **“Interested party”** An employee of a school district or charter school who has authority to procure or make decisions regarding procurement, purchasing or contracting on behalf of the district or charter school or an employee who is in a position to influence such decisions; or a member of a district school board or charter school governing body (collectively referred to as “governing body”), who has a direct or indirect financial interest, as defined below.
- **“Financial interest”** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family member relationship:
 - a. An ownership or investment interest in any entity with which the school district or charter school has a transaction or arrangement (e.g. a property lease),
 - b. A compensation arrangement with the school district or charter school or with any entity or individual with which the school district or charter school has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the school district or charter school is negotiating a transaction or arrangement.
- **“Family Member”** means a spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of a member of the governing body or the head administrator. NMSA 1978 §22-8B-10(2009).

District/School Name: _____

Please include as an attachment to this Questionnaire a current list of governing body members, a current list of school board and/or charter school foundation members, and if applicable, a copy of governing board minutes approving exception to anti-nepotism laws.

Question 1: Briefly describe the property selection process and actions taken to ensure that the leased premises were in the best interest of the district/school. _____

Question 2: Briefly describe how the leased premises support the current or future space needs of the district/school. _____

Question 3: Briefly describe how the determination was made that the negotiated lease was at or below fair market value. _____

Question 4: In selecting the leased facility, was the site selected competitively from other potential school sites **Yes** () **No** () [Describe the selection process, the number of sites considered, the number of offers made, and the reason the selected leased site was chosen. How was it determined that the selected site and lease was a good value.]: _____

Question 5: Can any of the parties to the lease be considered an "interested party" or a "family member" of an interested party as defined above? **Yes** () **No** () [If no, then skip Question 6 and proceed to Question 7.]

Question 6: If you answered "Yes" to Question No. 5, provide the following information.

(a) Which party to the lease has a financial interest? _____

(b) Describe the financial interest of the party identified in 6.(a)._____

(c) Was the financial interest disclosed to the governing body prior to execution of the lease? **Yes** () **No** () [If yes, attach a copy of the governing body minutes of the meeting at which the financial interest was disclosed and/or any other documentation evidencing disclosure. If no, explain why the financial interest was not disclosed prior to execution of the lease or whether some other consideration of the financial interest was made by the governing body or district/school employee executing the lease]:_____

(d) If the financial interest was not properly disclosed, describe possible remedies and justification of how the benefits of continuing the current lease outweigh the conflict. Describe any hardship that would result if the PSCOC denied lease assistance._____

Question 7: Does your district/school have a written conflicts of interest policy and written disclosure of conflicts requirement? **Yes** () **No** (). [If yes, attach a copy of your policy.]

Question 8: If you do not have a written policy addressing conflicts of interest, does your governing body or district/school have an internal rule or procedure that addresses entering into contracts with interested persons? **Yes** () **No** (). [If yes, attach a copy of the written rule or procedure.]

CERTIFICATION

The undersigned hereby certify that to the best of their knowledge the answers to this questionnaire are true and accurate, that if any of the answers to this Questionnaire change that the authorized representative of the district/charter school will notify the PSCOC through the NMPSFA within thirty (30) days, and that

Check one:

- ☐ the lease and price negotiated for the property was in the best interest of the district/school and that there were no violations of any conflict of interest laws.
- ☐ a financial interest was not properly disclosed and the district/school requests an exception due to the undue hardship that will result to the district/school by avoiding the prohibited conflict when weighed against the public interest served.
- ☐ due to extenuating circumstances the district/school requests additional time to respond.

BY:

School Board President / Governing Council President

Date

School District Superintendent / Charter School Administrator

Date

If locally chartered charter school:

School District Superintendent

Date

EXHIBIT "G"

TITLE COMMITMENT

(To be attached)

DRAFT

EXHIBIT "H"

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE
MEMORANDUM**

This is a Memorandum of that certain New Mexico Public School Facilities Authority Charter School Lease Purchase dated _____, ____ ("Lease"), by and between _____ ("Landlord") and _____ ("School").

Landlord and School hereby acknowledge that:

- A. The "Premises" described in the Lease are located in the County of _____, State of New Mexico and are more particularly described on Exhibit "A" attached hereto.
- B. The term of the Lease expires on _____, ____.
- C. The Lease grants School an option to purchase the Premises.

The purpose of this Memorandum is to give record notice of the existence of the Lease and to confirm certain rights created therein.

This Memorandum may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF the parties have executed this Memorandum as of the dates set forth in their respective acknowledgments.

**SIGNATURE PAGE ONE
TO
MEMORANDUM**

LANDLORD:

_____, a

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by
_____, _____ of
_____, a _____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

EXHIBIT "A" TO MEMORANDUM

Legal Description of Premises

(To Be Attached)

DRAFT

AMENDMENT "___"

SUBLEASE PROVISIONS

Landlord and School ("Sublessee") acknowledge and agree that the Premises are subject to a Lease dated _____ by and between _____, as landlord ("Master Landlord"), and Landlord, as tenant ("Master Tenant") ("Master Lease"). This Lease is subordinate to the Master Lease, however, Master Landlord agrees to honor this Lease and to the extent the terms and provisions of the Master Lease are inconsistent with this Lease, this Lease shall control. The parties further acknowledge and agree that:

Landlord/Master Tenant

School/Sublessee

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

Master Landlord hereby approves of this Lease and agrees to provide notice to both Landlord/Master Tenant and School/Sublessee regarding any matters for which notice is required under the terms of the Master Lease. Master Landlord further acknowledges and agrees that any inconsistency between the terms of the Master Lease and this Lease shall be controlled by this Lease.

Master Landlord

By: _____
Its: _____

Dated: _____

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

2014-2015 PSCOC STANDARDS-BASED CAPITAL OUTLAY PROCESS

PROPOSED WORKPLAN/TIMELINE

August 28, 2013	Awards Subcommittee Meeting—9:00 am
August 29 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
September 5, 2013	PSCOC Meeting ➤ 2013-2014 Master Plan Assistance Program - FMP Application and Procedures ➤ 2014-2015 Variance Renewal – Charter & Alternative Schools ➤ PSFA FY2015 Budget & Organizational Structure (AMS SC Report)
September 9, 2013	Master Plan Assistance Program Application Release
September 12, 2013	PSCOOTF Meeting
September 25, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
September 26, 2013	Awards Subcommittee Meeting—9:00 am
September 30, 2013	PSCOC Meeting ➤ 2014-2015 Weight/Rank Methodology – New Mexico Condition Index (NMCI)
October 10, 2013	PSCOOTF Meeting
October 11, 2013	Master Plan Assistance Program - Applications Due
October 21, 2013 thru October 23, 2013	CES Workshop - Ben Lujan Maintenance Achievement Awards Ceremony
October 30, 2013	Awards Subcommittee Meeting—9:00 am
October 31, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
November 7, 2013	PSCOC Meeting ➤ Draft 2014-2015 NMCI Ranking ➤ Certification of SSTB funds
November 12, 2013	Draft 2014-2015 NMCI Ranking released to Districts
November 12, 2013 thru December 13, 2013	PSFA Staff /District Representatives - Review/Refine NMCI Data
November 18, 2013	PSCOOTF Meeting
November 19, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
November 25, 2013	Awards Subcommittee Meeting—9:00 am
December 2, 2013	Administration, Maintenance & Standards Subcommittee—1:30 pm

December 3, 2013	PSCOC Meeting ➤ Master Plan Assistance Program Awards
December 13, 2013	District Proposed Corrections to FAD due to PSFA
January 8, 2014	Awards Subcommittee Meeting—9:00 am
January 9, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
January 16, 2014	PSCOC Meeting ➤ 2014-2015 Preliminary NMCI Ranking ➤ 2014-2015 Standards-Based Preliminary Funding Pool ➤ Approval of 2014 QZAB & QSCB Applications
January 21, 2014 thru February 20, 2014	Legislative Session (30 day)
January 22, 2014	QZAB & QSCB Applications Release
February 21, 2014	QZAB & QSCB Applications Due
February 26, 2014	Awards Subcommittee Meeting—9:00 am
February 27, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
March 3, 2014	2014-2015 Standards-Based Capital Outlay Application Release
March 6, 2014	PSCOC Meeting ➤ QZAB & QSCB Awards ➤ Legislative Changes – Review ➤ Standardized Leases – Draft Rules
March 21, 2014	2014-2015 Standards-Based Capital Outlay & Roof Pre-Applications Due
March 21, 2014	2014-2015 NMCI Rank Appeals due from Districts
March 26-28, 2014	PED Spring Budget Workshop
April 2, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
April 3, 2014	Awards Subcommittee Meeting—9:00 am
April 10, 2014	PSCOC Meeting ➤ 2014-2015 Standards-Based Pre-Applications Received ➤ 2014-2015 Standards-Based Roof Applications Received ➤ 2014-2015 NMCI Rank Appeals ➤ Standardized Leases – Draft Rules for Adoption for Public Comment
April 17, 2014	Standardized Leases – Public Hearing
April 18, 2014	District roof applications distributed to roof consultants for development of cost proposals
April 23, 2014	Awards Subcommittee Meeting—9:00 am

April 24, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
May 1, 2014	PSCOC Meeting ➤ SSTB Certification ➤ Lease Assistance Application & Requirements ➤ Standardized Leases – Adopt Rules
May 5, 2014	2014-2015 Standards-Based Capital Outlay Full Applications Due
May 8, 2014	Lease Payment Assistance Application—Mail-out to Districts & Charters
May 9, 2014	Roof consultant proposals due to each applicant district
May 13-29, 2014	PSFA RM site visits and assistance to districts for 2014-2015 Standards-Based Capital Outlay
May 30, 2014	Roof consultant notices to proceed (PO issued) from districts
May 30, 2014	2014-2015 Standards-Based Capital Outlay Site Visit reports shared with Districts
June 6, 2014	Lease Payment Assistance Application Deadline
June 6, 2014	2014-2015 Standards-Based Capital Outlay Final Revised Applications Due to PSFA
June 11, 2014	Awards Subcommittee Meeting—9:00 am
June 12, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
June 13, 2014	2014-2015 Standards-Based Capital Outlay Presentation Materials Due to PSFA
June 17, 2014	PSCOC Meeting – District Presentations (TBD)
June 20, 2014	PSCOC Meeting – District Presentations (TBD)
June 27, 2014	Roof consultant site visits conclude, with reports due to PSFA
July 15, 2014	Awards Subcommittee Meeting—9:00 am
July 16, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
July 22, 2014	PSCOC Meeting ➤ 2014-2015 Standards-Based Capital Outlay Awards ➤ 2014-2015 Standards-Based Roof Awards ➤ 2014-2015 Lease Assistance Awards ➤ PSFA FY2016 Budget & Organizational Structure
August 27, 2014	Awards Subcommittee Meeting—9:00 am
August 28 2014	Administration, Maintenance & Standards Subcommittee—9:00 am

September 4, 2014	PSCOC Meeting ➤ 2014-2015 Master Plan Assistance Program - FMP Application and Procedures ➤ 2014-2015 Standards-Based Systems Replacement – Application and Procedures ➤ 2015-2016 Weight/Rank Methodology – New Mexico Condition Index (NMCI) ➤ 2015-2016 Variance Renewal – Charter & Alternative Schools ➤ PSFA FY2016 Budget & Organizational Structure (AMS SC Report) ➤ Election of PSCOC Chair & Vice-Chair
September 8, 2014	Master Plan Assistance Program Application Release
September 8, 2014	Systems Replacement Application Release
September 24, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
September 25, 2014	Awards Subcommittee Meeting—9:00 am
October 2, 2014	PSCOC Meeting ➤ Draft 2015-2016 NMCI Ranking
October 8, 2014	Draft 2015-2016 NMCI Ranking released to Districts
October 8, 2014 thru November 14, 2014	PSFA Staff /District Representatives - Review/Refine NMCI Data
October 10, 2014	Master Plan Assistance Program - Applications Due
October 16, 2014 thru October 28, 2014	Systems Replacement – Site Visits and assistance to districts
October 20, 2014 thru October 22, 2014	CES Workshop - Ben Lujan Maintenance Achievement Awards Ceremony
October 29, 2014	Awards Subcommittee Meeting—9:00 am
October 30, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
November 6, 2014	PSCOC Meeting ➤ Master Plan Assistance Program Awards ➤ Systems Replacement – Applications Received ➤ Certification of SSTB funds
November 14, 2014	District Proposed Corrections to FAD due to PSFA
December 4, 2014	Awards Subcommittee Meeting—9:00 am
December 5, 2014	Administration, Maintenance & Standards Subcommittee—9:00 am
December 11, 2014	PSCOC Meeting ➤ 2015-2016 Preliminary NMCI Ranking ➤ Systems Replacement Awards

IX. NEXT PSCOC MEETING -

Proposed for January 16, 2014 – 9:00 AM

PUBLIC COMMENTS

ADJOURN