

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

AGENDA

JULY 25, 2013—9:00 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
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JULY 25, 2013—9:00 AM
STATE CAPITOL BUILDING, ROOM 317
SANTA FE, NEW MEXICO**

- 1. Call to Order -- Mr. David Abbey, Chair**
 - a. Approval of Agenda* (*Denotes potential action by the PSCOC)
 - b. Correspondence
- 2. Approval of Minutes (June 17, June 20, 2013) ***
- 3. Subcommittee Reports**
 - a. Awards Subcommittee**
 - Financial Plan
 - 2013-2014 Standards-Based Awards *
 - 2013-2014 Standards-Based Roof Awards *
 - Additional Conditions *
 - Lease Assistance Awards *
 - Additional Funding/Emergency Funding/Award Language Requests
 - Los Alamos – P11-013 Los Alamos MS – Additional Funding/Phase 2 *
 - Los Alamos – P11-014 Aspen ES – Phase 2 Construction *
 - Espanola – R13-010 Chimayo ES Roof – Additional Funding/Phase 2 *
 - b. AMS Subcommittee Report**
 - PSCOC Strategic Issues Survey Results *
 - FY15 PSFA Budget Request *
 - Standardized Leases *
 - PSFA News Digest & Monthly Newsletter *
- 4. Director's Report**
 - a. Project Status Reports**
 - PSCOC Project Status Report
 - Master Plan Project Status Report
 - Lease Assistance Report
 - b. Relocate Alcalde ES Portable Classrooms**
 - c. Chama Project Update**
 - d. 2013-2014 Workplan/Timeline**
 - e. Next PSCOC Meeting – Proposed for September 5, 2013**
- 5. 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 Burciaga

Keith Gardner

Gene Gant

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

E. DAVID ATENCIO
SUPERINTENDENT

BOARD MEMBERS:

SHERWIN P. SANDO
PRESIDENT

DR. ERIN MIDDLETON
VICE-PRESIDENT

JEMEZ VALLEY PUBLIC SCHOOLS
Board of Education
8501 Highway 4
Jemez Pueblo, New Mexico 87024

MICHAEL G. LUCERO
SECRETARY

CHRISTINE (TINA) TRUJILLO
MEMBER

ANTHONY DELGARITO
MEMBER

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July 18, 2013

Mr. Robert Gorrell, Director
State of New Mexico
Public School Capital Outlay Council
2019 Galisteo, Suite B-1
Santa Fe, New Mexico 87505

RE: 2013-2014 PSCOC Standards-Based Application - Roofing


Dear Mr. Gorrell:

At present, Jemez Valley Public Schools is between Superintendents, therefore I am writing this letter regarding the 2013-2014 PSCOC Standards Based Application - Roofing. The 2013-2014 PSCOC Standards-Based Application – Roofing was completed, but not submitted due to the fact that the deadline for application was due before our next board meeting and we were unable to get the application approved in time to submit it to the PSCOC.

Jemez Valley Elementary School, Jemez Valley Middle School and Jemez Valley High School roofs are in disparate need of repair and could use the PSCOC's financial help in getting this done. I am enclosing a roof repair and management proposal from Roof Care for your review.

If you need additional information, please let me know. Your consideration to this request is greatly appreciated.

Sincerely,



Barbara Perry
Administrative Assistant to the Superintendent

Attachments

II. PSCOC MEETING MINUTES

(JUNE 17, JUNE 20, 2013)

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
MINUTES
JUNE 17, 2013
NEW MEXICO SCHOOL FOR THE DEAF
1060 CERRILLOS ROAD
RESIDENTIAL ACTIVITY CENTER
SANTA FE, NEW MEXICO**

Members Present: Mr. David Abbey, LFC Mr. Gene Gant, PEC
Mr. Joe Guillen, NMSBA Mr. Dee Dennis, RLD
Ms. Frances Maestas, LESC

Designees: Ms. Sharon Ball for Mr. Raul Burciaga, LCS
Ms. Debbie Romero for Mr. Tom Clifford, DFA
Mr. Antonio Ortiz for Mr. Paul Aguilar, PED

Absent: Mr. Keith Gardner, Office of the Governor

1. Call to Order

Mr. David Abbey, Chair

a. Approval of Agenda

Clerk called roll noting that Ms. Sharon Ball would serve as designee for Mr. Raul Burciaga, Legislative Council Service, Ms. Debbie Romero would serve as designee for Mr. Tom Clifford, Department of Finance & Administration, and Mr. Antonio Ortiz would serve as designee for Mr. Paul Aguilar, Public Education Department.

Mr. Dennis moved to include the process of evaluating the PSFA Director to the agenda. Ms. Ball seconded, motion carried.

MOTION: Mr. Guillen moved for adoption of the agenda with changes. Mr. Dennis seconded, motion carried.

b. Correspondence

There is no correspondence at this time.

WELCOME

Dr. Richard Gorman welcomed the Council and staff to the New Mexico School for the Deaf thanking them for their hard work and dedication.

2. Approval of Minutes

Upon review by the Council, Mr. Guillen moved for adoption of the May 3, 2013 PSCOC minutes subject to technical corrections. Mr. Dennis seconded. There being no objection the motion carried

3. Overview and District Presentations

a. Overview of 2012-2013 Standards-Based Capital Outlay Application Process/Requirements and District Presentations

Mr. Tim Berry gave a brief overview of the Standards-Based Capital Outlay application process and requirements. He noted that the application is divided into two phases beginning with the pre-application process and later a detailed full application. The 2012-2013 application is web-based and districts are able to access it via Internet. Mr. Berry referred the Council to the meeting notebooks that contain district applications, fast facts which are a roll-up of district financial information and past awards, as well as membership by school, site visit reports for districts applying for PSCOC funding and other pertinent information.

The financial plan, provided to the Council in their meeting notebooks, reflects the actions taken by the Council at their last meeting regarding projects and adjustments as follows:

--**NMSD Site Improvements** at NMSD (C10-001). Funding for DCP Award.

Net Award: \$2,170,381

--**NMSD Dillon Hall Phase 2B at NMSD** (C10-001). Funding for DCP Award.

Net Award: \$3,574,078

--**NMSD Health Center at NMSD** (P13-017). Funding for Standards-based Award Phase 2.

Net Award: \$539,623

--**McKinley Middle School at APS** (P12-002). Funding for Partial Phase 2 (Summer Work).

Net Award: \$218,725

--**Chaparral Elementary School at APS** (P12-003). Funding for Phase 2.

Net Award: \$7,341,794

b. District Presentations

➤ **Albuquerque School District**

Priority 1: Marie Hughes ES—Construct a large classroom wing for classrooms currently in portables beyond their useful life, expansion and upgrades to the cafeteria and kitchen. Construct a loop road for fire access, a parent drop off and additional on-site parking.

Priority 2: Arroyo Del Oso ES—Renovate and expand administration area to meet current adequacy standards and provide ADA accessible access. Expand staff toilets. Include 250 sf of custodial storage and 600 sf of facility storage. Increase ceiling height (include structural modification). Make necessary drainage improvements. This project is already designed and ready to enter the construction phase. This project will be used to reduce the 2013 – 2014 direct appropriation offset.

Priority 3: Collet Park ES—Build a new classroom wing to allow for the proper housing of kindergarten students, renovate the existing spaces into needed support program spaces as well as the expansion and renovation of the entire admin area, and upgrade the dining and kitchen facade area of the school. The admin changes are for efficiency and security needs. This project is already designed and is ready to enter the construction phase. This project will be used to reduce the 2013 – 2014 direct appropriation offset.

Priority 4: Atrisco ES—Demolish and replace the concrete / CMU classroom pods that are box-like buildings with new classrooms. Demolish and replace the cafeteria / kitchen building which is inadequate. This would be a classroom addition of at least 16 classrooms or more depending on the cost of construction. This request is for design funds only at this time.

Site Visit Report: APS and PSFA Staff agree that a site master plan needs to be completed prior to design of some projects.

Facilities Master Plan: APS and PSFA Staff agree that a site master plan needs to be completed prior to design of the project. This project is included in the District's facility master plan as a priority project. The district is currently updating their facility master plan.

Maintenance Plan: The APS M&O department has a complex and challenging task in providing the educational environment to the students and staff of the district. While the district has developed many best practices there is still a lot of work to be done. Facility Maintenance Assessment Reports (FMARs) are currently being conducted for the entire district and as of 5/23/13 the sample size is now 13 of the 140 plus sites. FMAR scores range from a high of 77.96% (mid satisfactory) to a low of 36.40% (Poor). The average score of these FMARs is 60.97% for a 'Marginal' rating. The district is working diligently to improve their maintenance plan. FMAR is not being used effectively because of the budget, the district has less maintenance workers but feel that they are doing the best they can.

Audit: The district's FY12 audit contained 39 findings.

Notes: Mr. Brad Winter, Mr. Kizito Wijenje and Mr. Don Moya represented the district. The district will soon have a bond election. The Council requests that the district provide more information on trends and enrollments. The Council urged the district to apply for Pre-K funding.

➤ **Mesa Vista School District**

Priority 1: Ojo Caliente ES—The district is requesting funding for design and planning including educational specifications, architectural and engineering services including utilization study to evaluate the existing buildings, building systems and site drainage, develop construction plans and specifications to reconfigure, renovate or replace the school or parts of the school to meet the needs of the staff and students as to be identified in the educational specifications.

Site Visit Report:

The FAD database shows that most of the building systems of the school are nearing the end or beyond their useful life. The instructional spaces of the school will be sized for the current population, as growth is not anticipated. The school classrooms and other parts of the school are 1960's era block with stucco finish. Most classrooms are in two satellite pod buildings separate from the main public buildings. Renovation costs are likely to be high in relation to replacement costs. Currently classroom sizes are much larger than current adequacy standards. The square footage to adequacy for the current school population is 22,226.

The District desires to consolidate their elementary School and middle School campuses into a K-8 facility. This consolidation is referenced in their Master Plan. This will be fully explored as part of the educational specifications process. The Ojo Elementary campus is on a shared 30 acre parcel with Mesa Vista Middle School and High School. The entire K-12 population on campus is fed from the kitchen/cafetorium in Ojo Elementary. Keeping this kitchen/eating area open during construction as located is problematic as it is on the far end

of the campus, and is attached to the existing facility where demolition and major renovation is anticipated. If left in use during construction, the relocated elementary students, as well as students from the middle School/high school area would have to walk around the elementary construction site to access. Locating a cafeteria portable elsewhere on campus for use during construction would likely be best for accessibility and safety. The District has placed this school as its highest priority since the completion of El Rito ES in 2009. There is no offset for the district at this time. All kindergarten students are currently in permanent classrooms.

Alternative Options: It is believed that the district has enough unutilized/underutilized space from the adjacent high school to house the elementary school through construction if a cafeteria portable can be brought to the site. Currently, the entire elementary, middle school and high school population is served meals in the Ojo Elementary Gymnasium. This would allow for a single phase project.

Facilities Master Plan: The Master Plan is current and in effect through 2017. The plan is consistent but has excessive square footage.

Maintenance Plan: Not performing to NM Statute 22-24-5.3 or NM Statute 22-24-5.5. New leadership at the district will need to continue with progress to address Statute. The district has made improvements with leadership of the district. Staff recommends that district come up with plan for statutory requirements.

Audit: The district's FY12 audit contained 6 findings.

Notes: The district is not in the position to fund ed specs and is requesting funding. Their bond has passed. The district is working on consolidation and operational costs. There was concern in regard to the district professional development for the maintenance of the facilities. PSFA recommends that funding for planning and design be approved in total as requested; however we recommend dispersing the funds for the educational specifications as a Phase 1A to help the district identify current needs and begin to understand the facility impacts toward a combined (K-8) elementary/middle school campus identifying buildings that may be retained. Disperse funds project planning and design as Phase 1B, after the Educational Specifications are complete and the project scope is well defined. After planning and design is completed, then the district will apply for Phase 2 construction funding. The Council voiced concern in regard to the need of a facility manager, excessive square footage, superintendent turnover, and the use of the maintenance system. The district indicated that \$400,000 from bond proceeds will be used for other projects.

➤ **Gallup School District**

Priority 1: Ramah ES—The school was constructed in 1957. The school has 10 portable buildings most of which are 39 years old, these are costly for the district to operate and maintain. Many components of the school, such as plumbing/fixtures are original and beyond their life expectancy. The school is not energy efficient, and is showing structural cracking. This school does not have adequate parking or safe bus and parent drop off areas. The district proposes to replace Ramah ES at the “old High School site”, which is located nearby. Students will remain in the existing ES until construction is completed; then the existing school will be demolished.

Site Visit Report--The Gallup McKinley County School District is currently working with a planner to realign attendance boundaries and right size school buildings for all of the Elementary Schools located within the town of Gallup. The boundary study has delayed design of the elementary schools awarded by the Council in 2010. Since Ramah ES is outside of the city limits and not affected by the boundary study, the district would like to go ahead with the design of a new Ramah ES in order to keep capital projects moving forward in the district. The PSFA recognizes the need for replacement of Ramah ES. The district will need to begin the design process for Ramah ES in 2013; this would require the district to modify their priority listing in their 5 year FMP and have school board approval. The existing elementary school site has challenging grade changes and limited space for parking and drop off areas. The existing structure is showing structural cracking and is lacking proper fire rating/protection. The school site complex is not ADA compliant and is showing an overall degradation of the building systems and structure. Despite previous DCU work, it has remained a costly building for the district to operate and maintain. The proposed “old High School site” has sufficient space for the new elementary school building, parking/drop off areas and play areas. The PSFA further recommends demolition of the existing “old High School” buildings that are still currently onsite.

Facilities Master Plan: This request is consistent with the District’s FMP priorities and timeline. The site of the old Ramah High School is the preferred option. The FMP states the location at the “old” high school would require the high school to be modernized and modified to meet the programmatic needs of the elementary school. The FMP states the cost of construction at the high school site would be estimated at \$11.5 million along with the mothball or sell current elementary facility would require at least \$500,000 plus. The district has a Facility Master Plan which was approved in 2012 and is in the process of updating with new attendance boundaries for the elementary schools in the Gallup Metro area.

Maintenance Plan: Needs improvement. Due to budget deficiency and the operational budget the district has issues with maintenance. The deficiencies total approximately \$70 million. The district will meet with staff in an attempt to resolve the maintenance issues.

Audit: The district’s FY12 audit contained 6 findings.

Notes: During the site visit, the district voiced their concern about the current application for the Crownpoint HS roofing project. The district also needs to complete HVAC work and other upgrades to this building and they feel that it would be best to complete all this work at one time. Crownpoint HS is currently ranked 59 with NMCI of 43.18%. The district would like to modify their current roofing application to a standard based award for renovation of Crownpoint HS. The district and the PSFA can work together to establish a scope of work in order for Crownpoint HS to qualify as a standard based project. Some renovations to consider might be; no longer using portables over 30 years old and moving students to unused classrooms in the main building. The district could also renovate unused vocational spaces for standard classroom spaces. The district needs to replace the HVAC system and doors/windows to increase energy efficiency in the building. The district noted that Ramah is included in the district’s master plan. It was noted that the consolidation of some schools would be needed to be included before the district can apply for funding. The district noted that consolidation takes away from the community. The Council also noted that the district needs to address operational maintenance costs. The district indicated that their board

approved the consolidation of some schools but the Navajo Nation opposed. This consolidation attempt took place last year and was for 3 schools located on the reservation. PED overturned the board recommendation. The Council directed the staff and the district to provide a status report at the next scheduled PSCOC meeting. They suggested that the district keep pushing the city to close the Juan de Onate School. The FMP shows the enrollment numbers to be 190 students in 5 years. The district may want to consider increasing the enrollment to 190 students.

However, the construction and design schedules are on time. The Council voiced concern regarding the district not moving forward with their projects. The district's board has approved the consolidation of the facilities but PED has delayed the process. The district is experiencing issues with finding a reliable licensed technician in the area and it is an issue that the technician would have to travel to and from the district. It was noted that due to the budget, staffing has been reduced.

➤ **Hobbs School District**

Priority 1: Broadmoor ES— New Broadmoor ES to serve 400 students.

Site Visit Report: This elementary school was built in 1948 and located in the heart of Hobbs. The school had renovations and additions in 1948 and 1963. With Hobbs' rapid population growth, the school and district no longer have sufficient space to meet the educational needs of the community. The district elementary school capacity is 4,345 (with portables) and with an elementary enrollment of 4,583 is currently overcapacity district wide. With growth projected to peak at 4,948 in 2015. The District's draft FMP forecasts a district wide seat deficiency of 601 seats in 2015 with all schools lacking classrooms to house the growth (capacity figure includes portables). Broadmoor's current functional capacity is 333 (with portables) and has enrollment for 2012-13 is 351.

Alternative Options: Consideration of a core school (administration, multi-purpose room, cafeteria, etc.), with permanent classrooms built for less than current and projected enrollment size, supplemented by planned portable attachments to make up the difference (i.e. a core classroom size of 250, with an additional 150 served in portables, for a combined enrollment of 400 students). This could more easily be staged on current school site that has limitations. Transfer a portion of current expected student population (150) to the proposed new school and at new location and build it first. Combined with current (crowding) at existing surrounding schools, the new school with a proposed capacity of 500 could relieve crowded schools and absorb the Nunan-Jenkins 50-60 3-4 DD students when opened. It is recommended that the district not install portables unless needed for capacity.

Facilities Master Plan: The draft FMP is anticipating Broadmoor's enrollment to reach 376 in 2015, meaning it will lack seats for 43 students. Hobbs Municipal Schools is looking to demolish the old building, and replace it with a new elementary built to accommodate 400 students (the current facility has a capacity of 333 students, and has one portable). The FMP does forecast stabilization of the enrollment after 2015. Hobbs Municipal Schools is in the midst of finalizing their current Facility Master Plan (estimated finish in one month's time, due to community review and acceptance by School Board). Broadmoor ES and the new ES are highlighted as high priority projects, to address the District's increasing enrollment.

Maintenance Plan: Hobbs Municipal Schools maintains its' facilities in good working order, with equipment often exceeding its' operational lifetime, still in use.

Audit: The district's FY12 audit contained 6 findings.

Notes: PSFA would like to see the District adopt Educational Specifications for all new construction planned for, prior to putting any projects up for an RFP for Design Services. The District currently operates one Special Education Pre-K (3 & 4 year olds) at the Nunan-Jenkins facility. This facility is not in the PSFA Facility Assessment Database and a needs assessment must be performed. It is the recommendation of the PSFA that the need is critical and will likely become one of the top ranked schools. It has a current enrollment of 50-60 with projected community need of potentially 170. Projected timeline for the construction: District would like to complete construction as soon as possible to address current increase in enrollment. However, 18 months to design and construct the project is a very aggressive schedule, and 24 months is a timeline that is more likely to be met. The longer timeline would allow for the redistricting and move over the summer break. The FMP enrollment projections show an increase in the student population, followed by a slight decline. In about seven years, this trend is projected to result in enrollment numbers very close to the number of students in recent spike of enrollment. The project should be funded in a Phase 1a and 1b; Phase 1a will fund development of district educational specifications for elementary schools, whereas Phase 1b will develop design for the specific project. Phase 2 funding will be for the construction phase, as per standard operating procedure. Care must be taken in development to analyze growth trends, as to not "over-build" new schools; if enrollment declines the district wants to avoid excessive operating costs on the part of the district for new buildings with less-than-optimally used space.

Other Notes: Mr. T.J Parks stated that the district has existing bonds and will have a bond election in 2014. The district is in desperate need of a new school as it was built in 1949 for 350 students and is 147% undersized. Staff noted that the facility was not visited as the students were still in school. Staff is directed to visit the district and Council urged the district to move forward with the project as quickly as possible. The district indicated that all the elementary schools are over capacity. The district passed a bond in 2013 and \$25 million will used for the district match. The district indicated that the project would be complete by August 2014. New school will open in 2014, will eliminate the use of portables and would house $\frac{3}{4}$ of the DD students. The Awards Subcommittee will make a final decision to fund one or two projects.

➤ **Carlsbad School District—Withdrew Application**

➤ **Grants School District**

Priority 1: Los Alamitos MS—This facility is a 7th-8th grade school originally built in 1968 with an addition built in 1977. The district is applying for a school replacement to house 6th -8th grade students, which would move the 6th grade program from the district elementary schools into the middle school to support the Common Core Education model. Grants Cibola County Schools plans to build the new middle school on open space located on the existing property and demo the existing school after construction.

Site Visit Report: PSFA recommends approval of the planning and design money for a building core to support 670 students and classroom space for 453 students (7th and 8th grade students). The council may want to consider the additional 217 students (6th grade students) to be over adequacy and a district only expense. It is also recommended that the district complete a utilization study to investigate the impact that moving 6th grade students will have on the existing elementary schools. Los Alamitos MS student population is fed by 5 of the 7 elementary schools in this district. Many of systems at the middle school are beyond their useful life. The school is extremely energy deficient with its current HVAC system, single pane windows/doors, and wall insulation. The plumbing is original and piping is located in underground tunnels which are all but inaccessible for repairs and are deteriorating as a result of past plumbing problems. Structural cracking can be seen throughout the building and the roof need replacement in gym/cafeteria and one classroom wing. There are classroom spaces that are inadequate for instruction, such as science labs. There is asbestos floor and ceiling tiles throughout the building and lighting levels are inadequate in classroom space. Corridors do not have proper fire protection. The site drainage is inadequate and is causing problems with sidewalks and paving. The PSFA agrees with the district's proposed location for the new facility and demolition of the existing structure.

Alternative Options: The district may want to consider only applying for funding of educational specifications and an elementary school utilization study. The district could then come back to the council for out-of-cycle planning and design funding once they work through the utilization of their elementary schools and the Ed Spec process. The utilization study would allow the district to look at the effect on school utilization if the 6th grade students are moved to the middle school. The district chooses to move the 6th grade students they could then investigate ways to maintain high utilization in each elementary school. The district could study the possibility of combining schools that are coming up in the PSCOC ranking with schools that have been recently remodeled or replaced. The district could also study current attendance boundaries and make revisions if needed. The schools upcoming on the ranking are Bluewater ES (Ranking-108), Mt. Taylor ES (Ranking-211) and Seboyeta ES (Ranking-373). Mt. Taylor ES currently uses 6 portables that are over 30 years old and are no longer adequate for education. The district may be able to move all of their students into the main building. Other considerations are San Rafael ES, which has a building wing built in early 1900's, the stone foundations is showing structural damage, the district may consider demolishing this wing of the school to reduce area once 6th graders are relocated.

Facilities Master Plan: The facility master plan was updated February 2013. This request is consistent with the District's FMP top priorities and timeline. However, the FMP does not discuss the proposed new grade configuration at the Los Alamitos Middle School to include the 6th grade, nor does the plan discuss the new grade configurations at the elementary schools without 6th grade. The District needs to update their FMP to reflect the new grade configurations and how it will modify the enrollments and enrollment projections at each of the District's schools. The plan does not contain configuration for the middle school.

Maintenance Plan: The maintenance plan is good. The plan has been updated; however, staff recommends utility data.

Audit: It appears that there were issues with the state auditor regarding irregularities in expenditures of capital accounts. The district is monitoring their accounts on a monthly basis

and steps are being taken not to overdraw on their account. The district's FY12 audit contained 11 findings.

Other Notes: The Council noted that there is not appropriate oversight in place, there is a result of overspending in prior years and this is a repeat finding. It was also noted that the district has no sent payments for an advanced award. According to staff, this is a pre-standards based project.

➤ **Central School District**

Priority 7: Newcomb HS—Make significant repairs and renovations to the high school.

Site Visit Report: Project as proposed needs a complete evaluation as to the cost efficiency of renovating the high school only. At this time it appears that campus utilization study needs to be completed and a subsequent educational specification written for the possibly newly combined projects. The NMCI does need to move to at least 30.85 in order to ensure that the improvements are significant enough to adjust the ranking of the school sufficiently. Furthermore the total project should include an examination of Newcomb ES and the possible utilization of the relatively new Newcomb MS as the location for Newcomb ES. The newly renovated Newcomb HS could be repurposed to house both the MS and the HS.

Alternative Options: Project would consist of three distinct phases: (1-a) Perform a thorough campus utilization study and update to the FMP to account for the changes agreed upon through the campus utilization study; (1-b). Develop an education specification to incorporate the redistribution of students as outlined in the campus utilization study. (1-c) Design the total project to incorporate the newly determined school facilities. (2) Construct the project, and then demolition of the existing ES could be completed reducing the total GSF of the campus by approximately 70,000 GSF.

Priority 8: Replace both Grace B. Wilson ES and Ruth N. Bond with a new combined school while saving both gymnasiums. One gymnasium at Ruth N. Bond is to be incorporated into the new school and the other gym at Grace B. Wilson is to be a stand-alone community use facility paid for entirely by the district. Total area of the new school will be about half that of the two existing schools.

Site Visit Report: Project as proposed is acceptable, however, an educational specification needs to be completed prior to design beginning. This is due primarily to combining a school that is grades K-3 and one that is grades 4-6. This project combined with the present Naschitti ES and the proposed Newcomb HS may require the district to secure the services of another construction administrator to assist Mr. Fieldsted. If the projects can be staggered this requirement may not be necessary.

Alternative Options: Project would consist of three distinct phases: (1-a). Develop an education specification to incorporate all grades of both schools, (1-b) Design the project, Phase II construction project.

Facilities Master Plan: The Ruth N Bond and Newcomb High School are included in the District's FMP as top priorities; however the Grace B Wilson is not listed as a top priority in the District's current plan. Also the consolidation of Wilson ES and Bond ES at the Bond site

is not included in the District's FMP. Since this is a change in priorities, the District will need to update their FMP to reflect this school consolidation as a top priority. All projects would increase better utilization and these 3 schools need to be "sized right" for the current and projected enrollments. It seems to promote better utilization and flexibility, which would continue to add to their better utilization goal. It appears the District would have the opportunity to "size right" their schools and demolish the underutilized square footage.

The District as a whole lost 235 students from last year; however the District enrollment is 90 students over current year projection. Both the requested elementary schools are in the Kirtland area, which is projected and anticipated new industry growth with the installation of a new municipal sewer line; however the enrollment has remained flat or have declined. The enrollment is projected to rise if any increase in job availability. The Shiprock and Newcomb areas have had substantial decline in student enrollment since 2002. These declining numbers should level out and could possible increase again within ten years. Recent changes in educational programs: In 2010-2011 the district implemented a new grade configuration that affected the majority of elementary schools and their two middle schools. This changed allowed the District to close Natanni Nez Elementary. The grade reconfiguration affected the school sizes to better utilize existing facilities. It was projected to decrease the school enrollment at Ruth N Bond School; however the enrollment has stayed consistent and appears to be leveled out. Also this grade configuration did not include the consolidation of the Wilson and Bond schools and the FMP needs to be updated to reflect this addition to the Districts goal for better utilization.

Maintenance Plan: Maintenance performance has decreased in the last two years and a strong effort needs to be made to get back to the standards of a few years ago.

Audit: The district's FY12 audit contained 5 findings.

Notes: Mr. Randy Manning noted that there have not been community meetings to discuss consolidation and the district needs community input. The process was not followed as it should have. The superintendent disagreed stating that Mr. Manning was fully aware of the consolidation issue. Council agreed that the correct process should be followed and suggests that Mr. Manning and the district should continue their conversation on district level. In regard to redistricting and bond election, the district wants to maintain the tax rates and the board will meet within a few weeks to discuss these issues. The superintendent indicated that their bonds never fail. Council urged the district to keep them informed on the consolidation issues. The district indicated that Kirtland does not want to be consolidated and this issue has been discussed with the community.

➤ **Roswell School District**

Priority 1: Parkview Early Literacy—Overall complete renovation of the entire facility (28,927sf) that will include 18 classrooms, administration/core space, warmer kitchen, multi-purpose, media center, restrooms, etc., as well as HVAC, roofing, plumbing & restroom renovations, electrical, asbestos abatement and , structural repairs. Construct new (6,200sf + TARE) addition to accommodate 4 special education programs and OT/PT spaces that are unique to this school. The original structure was built in 1948 with additions in 1953, 1985 & 1987.

Site Visit Report: Staff recommends that the district approach this project in 3 steps. (Phase 1a) Educational Specifications that clearly define the needs for this 3 & 4 year old DD School. The PSCOC/PSFA should work closely with the District in this process and potentially develop draft Adequacy Standard Guidelines for 3-4 DD Facilities. (Phase 1b) For planning/design would follow and request state match for Phase 2 construction. It is anticipated that the multi-purpose game & equipment storage room would need to be larger due to the size & uniqueness of the equipment, possibly use the existing multi-purpose storage for the warmer kitchen & build a new storage room.

Alternative Option: Tear down school and replace entirely. This option, if found necessary, would be more difficult for the following reasons: This is a specialty function special education school. The cost will be at least \$275/ sf bringing the project to around \$12,375,000 (RISD Portion @ 28% \$3,465,000). This would be 15-25% over the cost to renovate and the district does not have this budgeted. Because this is a small urban site, and existing facility would first need to be demolished, students would need to be housed elsewhere. Portables on this site for 100% of population and still have room to build a new school would be difficult.

Facilities Master Plan: Updated in February 2013. The update reflected progress on active projects and identified Parkview Early Literacy Center as its top priority, for which it intends to bond for in 2015. The FMP 2013 acknowledges that Parkview Early Literacy Center is the District's highest ranked priority; however, it is not the District's highest NMCI ranked facility. Del Norte Elementary is NMCI ranked #6 while Mesa Middle School is NMCI ranked # 19. The FMP states that the FMP committee and District elevated Parkview over the other two schools since it had been previously listed on the District's 2011 GO Bond package. At the time of the 2011 bond election, however, the school was not eligible for PSCOC funding and as a result, the district put the project on hold. The District believes that making the school its top priority and applying for funds will fulfill promises made to the community in 2011, which will help maintain support for future GO Bond elections.

Maintenance Plan: FMAR average is 17 points above the Statewide Average and found adequate to expect full life out of their building systems. Because of the age continued functionality of their schools, this effective maintenance is not new to Roswell.

Audit: The district's FY12 audit contained 3 findings.

Notes: The Council reminded the district that there is state funding for Pre-K classrooms. The district replied that their Pre-K program is federally funded and do not feel that they would need additional funding for the program. This project will move forward as it was included in their local bond.

4. Subcommittee Reports

a. Awards Subcommittee Report

- **Roswell—Valley View ES**

Requesting phase 2 construction funding to complete renovation of the existing 34,316 gsf facility originally constructed in 1954, including: HVAC, windows, doors & frames, interior walls, insulation, roofing, etc. as well as a 2,560 gross square footage (gsf) media center

addition and a 6,988 gsf four-classroom kindergarten addition to adequacy. PSFA staff recommends that the PSCOC approve the state funding request totaling \$6,837,365 (72%) as requested to complete Phase II construction to adequacy. The district has in place their required additional funding amount totaling \$2,658,979 (28%) as submitted. The Awards Subcommittee has reviewed this request.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2010-2011 standards-based award to the Roswell Independent Schools to include out-of-cycle construction funding for renovations/additions of the existing facility to adequacy for 467 students, grades K-5, with a total increase in the state share amount of \$6,837,365 (72%), contingent upon an additional local share of \$2,658,980 (28%). There being no objection the motion passed.

- **Roswell—Goddard High School HVAC Emergency**

This request is for replacement of a 49 year old HVAC system which is rapidly becoming in disrepair. The high school currently has an enrollment of 1,033 students which will make the situation have one of the largest impacts within RISD. Due to the weather conditions in Southeastern New Mexico, a non-functioning HVAC system will make the environment extremely uncomfortable. The bulk of the students occupy the basement which without the HVAC system has no means of relieving CO2 levels and with 1,033 students it will not be long before the levels achieve dangerous levels. The Awards Subcommittee has reviewed this request.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to make an emergency advance to the Roswell Independent Schools for Goddard High School to include design and construction funding for replacement of the HVAC system in the amount of \$10,500,000. District commits to repayment of the advance on the following schedule: FY14 - \$1,500,000, FY15 – \$2,000,000, FY16 – \$2,000,000, FY17 – \$2,000,000, FY18 - \$3,000,000. Since this is a subcommittee recommendation a second is not required. There being no objection the motion passed.

- **Chama—Escalante MHS**

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 Mid-High School to include additional construction funding to replace the mechanical system in the form of an emergency state grant award of \$1,780,250 (100%).

Mr. Guillen informed the Council that the Awards Subcommittee spent a substantial amount of time in discussing this funding request. It is also related to the timing in hopes that the funding can get approved to complete the project before the beginning of the school year.

Mr. Robert Herron, PSFA Regional Manager for the Chama School District met with the district's personnel and maintenance staff last week to discuss what was proposed to the subcommittee regarding either moving the project to next summer to complete the work or begin now where some activities would continue past the school year which starts on August 19, 2013. The district staff requested to proceed this year with scheduled interior, duct repair, and drywall that would be done during the school year with the completion of

the project by October 2013. The testing and balancing would be completed after October. The district was unanimous in their support of the second option versus beginning the project next year.

Mr. Gorrell noted that when the PSFA conducted a site visit, it was the intent to have the system fully designed and proceed in the middle of May. Staff had a difficult time completing what was needed on the project because of unexpected delays. There is an agreement with the district which will require a partnership and the district needs to be onboard that Mr. Herron and the district will meet daily to move forward with the project. Mr. Gorrell stated that it may be more efficient to begin the project next summer rather than risk disruption after school begins. The contractor has ordered the materials at their own risk, and determined that they would need to go with the original schedule. The district has agreed verbally and committed in writing that they will meet that schedule. Mr. Herron will visit the district 3-4 days of the week to assure that the project is moving forward.

Council asked if the Chama District will repay their advance to the Council. Mr. Gorrell responded that the district was in arrears on their repayment, but that this request is for an additional grant. Council commented that the district is forcing the project this late in the year. Mr. Gorrell stated that there is currently a temporary system in place. The staff has worked with the contractors and if the district cooperates as a team member, the project would move forward, although it is risky.

Mr. Guillen added that the Awards Subcommittee felt that the risk is okay to take so they would not have problems with the existing system and it is a good possibility that it would be fixed before the winter sets in. Mr. Herron agreed that there is concern but the contractor did proceed at risk with mobilizing which is significant portion of the project and have written checks to get the material needed prior to Council action.

Council asked how the contractor was selected. Mr. Gorrell responded that originally the district purchased the RS Means contractor through Cooperative Education Systems (CES). There was a misunderstanding between Mr. Gorrell and Mr. Herron and noted that PSFA required that the Gordian Group be used instead so there would be oversight of the units and pricing and there is no oversight with the RS Means with the unit pricing as with Gordian Group, there is oversight of the units and pricing. Mr. Gorrell informed the Council that the school is in its fourth year and was not completed because the contractor defaulted. Council asked if there are design issues with the mechanical system that the district is looking for reimbursement, or are these issues created due to lack of maintenance. Council also asked if the district is taking action against the surety that the contractor had. Mr. Gorrell responded that these issues have been reviewed as far as responsibility. Action has begun but there is still a question regarding the cost. As soon as the district enters into the contract, staff will identify what items will be taken care of that were in the original contract documents in which there is a liability. The biggest liability was the roof system and it has been completed. Mr. Gorrell reiterated that the current contractor was selected through CES that was established through an RFP process. The current contractor is Centennial and they have agreed to conduct the work for \$1.7 million. It was indicated that the district feels that the Council created their problem and they feel that the Council should fix it. Council noted that some members visited the district and the meeting is characterized as a recognition that the Council and PSFA contributed to the problem and Council also noted that the district

picked the contractor and the district had the responsibility to get at this unhappy spot. The staff suggested to the district that they front \$200,000 to enter into a preliminary contract with the contractor to get material ordered in mid-May. The district agreed but in meeting with their board, they decided not to front the advance which delayed the process.

Council noted that the district's position in early May was that it was the Council's fault and at the end of the meeting, Council felt that they had a recognition that the district and the Council were in it together. In approving the district's current request for funding, it would indicate that the Council is taking full responsibility of their issues. Mr. Gorrell stated that staff looked at the Honeywell contracts and the contractor has a responsibility to replace the broken coiling and were required to maintain the system. The district is unwilling to put requirements on the Honeywell contractors for reimbursement.

Council voiced concern that the district is not taking ownership in the above issues as it was their local choice and their contractor. Some Council members feel that the district indicates that the staff should carry the ball. The district is not stepping up to their responsibility. There is concern that if the Council does not step up, the project will not be completed and the students will suffer for this. The Council questioned why the district was not at the meeting. Mr. Herron took responsibility stating that he did not communicate with the district regarding the terms of the meeting in this manner and feels that if it was communicated that the district would have a different response. He stated that there is a lack of understanding by the district on how to maintain their facilities and their responsibilities. Mr. Herron stated that the work is contingent on a positive outcome of the action taken by the Council today. He stated that the contractor would pull off the job if the Council does not approve their current request.

MOTION: Ms. Ball moved that the Council postpone action until June 20th to allow the district to present before the Council.

Mr. Guillen cautioned the Council that not taking action on the above motion due to non-attendance by the district, as it was not a requirement that the district attend this meeting, would jeopardize the project in terms of the timing.

Mr. Abbey commented that if Council is 100% confident that this award completes the project, he would feel better about taking positive action. However, he is not confident the project would be complete. He requested a copy of the exchange between the staff and the district regarding the next steps to be taken on projects. Mr. Abbey also requested that staff cross-check the exchange with the district so the Council would be satisfied.

Mr. Herron indicated that the district is concerned about any action taken on the roofing project and comments made were valid opinions. However, there is a roof warranty in place..

Council noted that this issue is being presented as critical and need assurance that the district would not come before the Council for other projects that have not been identified in the action plan.

Mr. Gorrell noted that the maintenance equipment is a concern as there is a 3-year warranty to give the district training. The previous estimated cost was over \$1 million for the construction portion of the project. Mr. Herron explained that other items at the Escalante Middle/High School have been funded by the Council and are being tracked to conclusion. Mr. Herron stated district is just requesting funding for the mechanical and a contingency for anything related to the project. The Council asked for assurance that anything listed on the funding form would complete the project. Staff is directed to meet with the district to double check the list and get assurance that they agree. Mr. Gorrell stated that there is one item on the list that Mr. Casados, District Superintendent, did not agree to. The issue being the water pressure for Tierra Amarilla Elementary School, the district continues to monitor the system for further issues. He believes that it was determined that this project was tied into their own well rather than a domestic system when the system was first turned on. Mr. Herron noted that a mechanical contractor went to the district and provided a courtesy review of the system and discovered valves that were shut and other issues.

Mr. Guillen noted that action taken at the Awards Subcommittee was based on information provided by staff and has not had personal contact with district.

Mr. Herron contacted the district by phone. He presented an action plan he prepared in March 2013 based on the site visit with several Council members, district staff and the contractor. The items were reviewed individually and put the plan together with the understanding that this is the comprehensive list of items that are outstanding. He noted that during the meeting Mr. Abbey voiced concern regarding ongoing issues and wanted assurance that everything discussed was included on the plan. At that time the district agreed that everything that they knew of is included on the list. Upon speaking to Superintendent Casados, he indicated that he is willing to meet with the Council in a subcommittee meeting or PSCOC meeting in the future to review the plan and items included. Mr. Gorrell agreed that the plan presented to the Council were items reviewed on the site visit.

The Council asked Mr. Gorrell if the proposed action taken today would complete the Council's responsibility on the plan. Mr. Herron answered in the affirmative assuring the Council that the plan takes care of every item that the district has ever requested whether verbally or in writing.

Mr. Dennis commented that in consideration of saving the investment as put forward the Council has to insure that students do not go through another winter as they have been through.

Amended Motion: Mr. Guillen moved for Council approval to amend the 2005-2006 Standards-Based Award to the Chama Valley Independent Schools for Escalante Mid-High School to include additional construction funding to replace the mechanical system in the form of an emergency state grant award of \$1,780,250 (100%). Award is contingent on receiving a signed certification from the school board by the July 25, 2013 PSCOC meeting that completion of this additional work completes the list of deficiencies from the March 29, 2013 action plan that will facilitate an acceptance of the project by the district with no further involvement of the PSCOC and PSFA. Mr. Dennis seconded. Ms. Sharon Ball abstained from voting. By the majority of the vote, the motion carried.

- **Estancia – P12-009 Estancia Middle School – Phase 2 Construction**

This request is for construction funding to complete the renovation and partial replacement of the Estancia MS at the Estancia Municipal Schools Campus. The renewed facility is approximately 7,000 SF smaller than the existing. The existing gym is being renovated, while the academic core is being completely redone. The facility will have natural light, low maintenance polished concrete floors, continuous insulation, ground-source heat pump HVAC system and a standing seam metal roof. Significant site work is included in this project to correct drainage problems around the existing MS site. PSFA staff recommends that the PSCOC approve the state funding request totaling \$5,647,478 (69%) as requested to complete Phase II construction to adequacy. The district has in place their required additional funding amount totaling \$2,537,274 (31%) as submitted.

MOTION: Council approval of the Awards Subcommittee recommendation to amend the 2011-2012 standards-based award to the Estancia Municipal Schools for Estancia Middle School, to include out-of-cycle construction funding for renovation/replacement to the existing facility to adequacy for 150 students, grades 7-8, with a total increase in the state share amount of \$5,647,478 (69%), contingent upon an additional local share of \$2,537,274 (31%). Since this is a subcommittee recommendation a second is not required. There being no objection the motion passed.

- **West Las Vegas—WLV Family Partnership**

This request is for the construction phase award funds to supplement Planning & Design awards totaling \$ 269,724. Design is currently in Bid Documents phase. This request includes funds for demolition of the current Family Partnership facility. The amount of this request is based on actual cost following completion of proposal evaluations through a RFP process. PSFA staff recommends that the PSCOC approve the state funding request totaling \$1,622,114 (76%) as requested to enable award of the Construction Phase of this project. The district has their required additional funding amount totaling \$512,246 (24%).

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the previous 2011-2012 award to the West Las Vegas Public Schools for West Las Vegas Family Partnership Middle-High School to include out-of-cycle construction funding to renovate the existing facility to adequacy for 80 students, grades 6-12, with a total increase in the state share amount of \$1,622,114 (76%), contingent upon an additional local share of \$512,247 (24%). The district is encouraged to update their PM plan and provide for continued enhancement of the use of FIMS. There being no objection the motion passed.

- **Bernalillo—Placitas ES Roof**

The district is requesting additional funds based on actual cost proposal received from the highest ranked contractor through the RFP process. The additional cost is due to unknown conditions at the time the estimate was provided. The project was solicited for RFP for construction and 4 proposals were received. The top ranked came in \$19,656 above what was anticipated. The district has funds to cover its share of the additional costs. PSFA staff recommends the PSCOC approve the request for additional state funds totaling \$8,255 (42%) to complete re-roofing to adequacy as originally intended. The District has their required matching funding totaling \$11,401 (58%).

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the previous 2012-2013 roof award to the Bernalillo Public Schools for Placitas Elementary School based on actual cost to complete the work with an increase in the state share amount of \$8,255 (42%), contingent upon an additional local share of \$11,401 (58%). There being no objection the motion passed.

b. Administration, Maintenance & Standards Subcommittee

Mr. Dennis provided the Council with two different employee performance review and development plan formats requesting input by the June 20, 2013 PSCOC meeting.

5. Other Business

a. 2013-2014 Proposed Workplan/Timeline

Staff presented this item to the Council noting that both subcommittees have reviewed the workplan/timeline. Various dates were highlighted for changes in the timeline. It is noted that the timeline is still subject to change.

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

b. PSCOC Strategic Issues

Mr. Dennis noted that a draft plan was submitted in April by staff asking for responses from the AMS Subcommittee. The subcommittee decided that this issue needs to be narrowed down to 5 items. A survey was developed and sent to all Council members for their input. Mr. Dennis is asking that the Council return the survey to identify the top five concerns to develop the strategic plan.

6. Director's Report

a. 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 along with the projects that are moving forward and projects that are behind schedule.

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

• Master Plan Project Status Report

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

In regard to the Deming School District, Mr. Gorrell noted that there is rumor that the district is considering moving to the new site. Staff followed up with the district's master planner and was informed that they are still going to the existing site. The staff is directed have the PSFA regional manager follow-up and validate. Mr. Berry explained that the day of the site visit the district called a full board meeting.

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.

- **Red Flag Report**

Mr. Gorrell presented the Red Flag Report to the Council, noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee. It was noted that most of the projects are moving forward.

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

Public Comments

There are no public comments at this time.

Adjourn

There being no further action to come before the Council that meeting adjourned at 5:00 PM.

_____ Chair

_____ Date

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
MINUTES
JUNE 20, 2013
LOS LUNAS SCHOOLS
CENTRAL OFFICE BOARD ROOM
119 LUNA AVENUE
LOS LUNAS, NEW MEXICO**

Members Present: Mr. David Abbey, LFC Mr. Gene Gant, PEC
Mr. Joe Guillen, NMSBA Mr. Dee Dennis, RLD
Ms. Frances Maestas, LESC Mr. Raul Burciaga, LCS
Mr. Paul Aguilar, PED

Designees: Ms. Debbie Romero for Mr. Tom Clifford, DFA

Absent: Mr. Keith Gardner, Office of the Governor

1. Call to Order

Mr. David Abbey, Chair

a. Approval of Agenda

Clerk called roll noting that Ms. Debbie Romero would serve as designee for Mr. Tom Clifford, Department of Finance & Administration.

MOTION: Mr. Guillen moved for adoption of the agenda with changes. Mr. Burciaga seconded, motion carried.

b. Correspondence

There is no correspondence at this time.

WELCOME

Mr. Bernard Saiz, Superintendent of the Los Lunas School District welcomed the Council and staff thanking them for their hard work and dedication.

2. Overview and District Presentations

**a. Overview of 2012-2013 Standards-Based Capital Outlay Application
Process/Requirements and District Presentations**

It was noted that Mr. Berry gave the overview of the Standards-Based Capital Outlay application process and requirements at the first presentation meeting and that it wasn't necessary to repeat.

b. District Presentations

➤ **Belen School District**

Priority 1: This request is for Educational Specifications and a Utilization / Infrastructure study only to determine possible options for Rio Grande ES. These studies will aid the district in establishing educational programming/utilization as well as determine what buildings can be salvaged and guide the district in formulating the next stages of design and construction. This is a phase 1 funding request for

Educational Specifications/Utilization and Infrastructure study only. Future funding requests will be determined after the Educational Specifications and Utilization/Infrastructure study are completed and reviewed by the district.

Site Visit Report: Based on comments during the site visit, it is recommended that the Ed Spec be completed first establishing the total size and utilization of the school before the Utilization/Infrastructure Study is complete. PSFA Staff recommends the district consider moving this project forward as a total project request instead of just requesting funding for educational specifications and a utilization/infrastructure study only.

Alternative Options: Incorporate the Belen Family School into the Rio Grande project/site. It was noted that if this were to occur, that there would need to be an architectural separation between the schools. This alternative would result in an overall larger project that might increase function and utilization of the schools. The Belen Family School should be the first phase with the Rio Grande ES build out to follow. The district is currently in the process of making Rio Grande ES a special needs hub for the district with the recent incorporation of an early childhood learning aspect-this is to be explored further with Educational Specifications.

Facility Master Plan: The district plan states that this school would be in need of replacement in the next ten years. During development of the plan there was discussions to create an early childhood learning center at the Rio Grande Elementary school, which would allow the consolidation of services for this unique group of learners to occur at one location (with the possible exclusion of those pre-k students from the most distant schools, La Promesa and Gil Sanchez). Master Plan was recently completed and will be updated as necessary. Modify FMP to include the pre K PED grant for forty (40) additional students. With the pre K students, current enrollment will go from 330 to 370, and enrollment size based on projections for this project would be 410.

Maintenance Plan: District is not using Maintenance Direct and need a recovery plan.

Audit: The district's FY11 audit contained 32 findings with a Disclaimer opinion. It was noted that the district submitted their FY12 audit late, and contained 26 findings with a multiple opinion.

Other Notes: The Council voiced concern that the district has 330 students and 10% are special education students. The Council is concerned regarding the large number of segregated students. The district is directed to provide further information. The district noted that the community supports the project and agreed to the location. However, staff noted that the district does not want to commit to the cost of full design at this time; SB9 funding and operation funding will be committed to this phase of the project. Staff will revisit this issue for final solution and review the education specifications. The Council was also concerned in regard to the district's 2015 bond election and if it would cover the local share of the project. It was noted

that the district's enrollment has declined. Staff and PED will work with the district in an attempt of resolving these issues.

Farmington School District

Priority 3: Hermosa MS—Request is for a thorough renovation of school for a design capacity of 650 students. GSF to adequacy allowed equals 85,894 GSF. Existing facility should be able to accommodate the proposed design capacity without requiring any additions to the existing facility.

Priority 2: Northeast ES— Complete renovation of school with the construction of additional classrooms. GSF allowed to adequacy by PSFA is 71,345. Projected need per utilization study is 66,794 GSF.

Site Visit Report: The Northeast ES project as proposed is acceptable; however, it is recommended that the district put out an RFP as soon as possible for the design work to begin. An Educational Specification is not required.

The Hermosa MS project as proposed recognizes the need for improvements to the school; however, there is a possibility that the improvements may be insufficient to adjust the weighted NMCI accordingly. The weighted NMCI needs to move to at least 23.06 in order to ensure that the improvements are significant enough to adjust the ranking of the school sufficiently. The total expenditure for the project may be higher in order to ensure this NMCI score when all renovations have been completed. The district should look closely at whether the proposed changes can ensure this goal.

Facility Master Plan: The District does not have a current FMP on file; however their expired 2012 FMP did list the two proposed projects as priority projects and appears to be consistent with the District's road map. The District needs to complete their new FMP (it was awarded to GS Planning in mid-March). The District as a whole has had growth, 490 more students from last year. The District enrollment 2012-2013 current enrollment exceeded the FMP projections by 115 students. The FMP was completed in 2006-2007 and these projection numbers should not be used, the projects should be based on new and current enrollment projections.

Maintenance Plan: Maintenance performance is excellent with the district having received the Ben Lujan Gold Award recently.

Audit: The district's FY12 audit contained 0 findings.

Other Notes: The district high school will bid in April. The district passed a bond in 2010 and has the needed funding for these 2 projects. The district will hold another bond in 2014. The district has hired Greer Stafford to complete the design work on Farmington High School.

➤ **NMSBVI**

Priority 1: Recreation/Ditzler Auditorium— Ditzler Auditorium is on the State and National Historic Registers and has physical deficiencies and building deterioration that need to be addressed to both meet educational support needs and preservation

mandates. The auditorium lacks adequate restroom facilities, space conditioning and ADA upgrades to include proper access to the stage for visually impaired and wheelchair confined students. Other deficiencies include replacement of HVAC and ventilation system; electrical upgrades and change to three phase; NEC violation corrections; plumbing replacement; fire riser; foundation protection; ADA compliance requirements; repairs to exterior brick walls and roof replacement; sustainability measures; windows replacement to meet historical preservation mandates; interior modifications such as acoustical upgrades to ceilings and walls; and asbestos abatement as required. The Library Building, a historical building formerly known as the Central Receiving building, but with the closing of the WEC building, the library was moved to this building. Scope of work will require window replacement to meet historical preservation mandates; install subfloor to accommodate relocation of high density storage system; repairs to exterior brick walls; rebuild stairs to basement and construct small freight lift to basement; and additional receptacles. These upgrades are necessary for relocation of the Instructional Resource Center (IRC) to this building. This project will also include demolition of existing IRC building (Bert Reeves Learning Center-11,367sf) thus reducing the campus square footage footprint.

Site Visit Report: NMPSFA staff recommends award of planning and design funding. Construction funding will be requested as an out of cycle phase II construction award. This project is a combination of educational adequacy project that requires 50% local match share, and educational support project that requires 100% local match share. The NMSBVI can and should seek legislative direct appropriations through HED and other legislative routes, as these funds will not offset PSCOC grants from the PSCO Fund and will preserve that fund for all other high need schools. However, if local funding cannot be acquired, the PSCOC has authority and may waive all or part of local funding share (local funding then comes from the PSCO Fund). NMSBVI should also identify their insurance savings from demolition of the Bert Reeves building and consider using the savings toward their match. Roofing that is currently taking place on the Ditzler building needs to accommodate HVAC and utility changes to be accomplished during this project or eliminated if possible so that there are not penetration changes and warranty conflicts.

Alternative Options: NMSBVI may consider grouping this project with the old WEC renovation in both design and construction.

Facility Master Plan: The school's FMP is dated 2012-2017, making it current. The FMP identifies this project as a priority for the school. The FMP states that Ditzler Auditorium is used as an auditorium as well as student recreation.

Priority 3: Sacramento Dormitory— Sacramento Dormitory was built in 1968, and no longer meets NMSBVI's needs due to its deteriorate condition, institutional character, and location in the administrative zone of the campus, far from other residences. NMSBVI's FMP calls for a gradual transition to less institutional student housing, through new cottage-style facilities similar to NMSD, which will meet the needs of both the PSP (post-school preparation) program and the residential program. This project includes the design and construction of 2 new cottages, and the

demolition of Sacramento Dorm, to reduce excess square footage on campus. While this request is being made after the pre-application process, it is important to recognize that this is the first year that the school has officially entered the applicant pool. This project is critical to other work on campus and will demolish 25 dormitory rooms at Sacramento Dormitory and add 16 total rooms for residential space through construction of two new cottages. The existing Garrett Dormitory will remain, which has 25 dormitory rooms.

Site Visit Report: Staff recommends award of planning and design funding. Construction funding will be requested as an out of cycle phase II construction award. This project is an educational adequacy project that requires 50% local match share. The NMSBVI can and should seek legislative direct appropriations through HED and other legislative routes, as these funds will not offset PSCOC grants from the PSCO Fund and will preserve that fund for all other high need schools. However, if local funding cannot be acquired, the PSCOC has authority and may waive all or part of local funding share (local funding then comes from the PSCO Fund). NMSBVI should also identify their insurance savings from demolition of the Sacramento building and consider using the savings toward their match. NMSBVI must justify demand of both daytime and permanent residential students for utilization of all 41 residential post project rooms for both PSP expanded core and other necessary residential space. This may include educational support functions that the residences provide. Discussed at the site visit were residential housing needs that included support for instructor training programs, visiting parents, etc., and the visitor residential space would be accommodated in the existing Garrett Dormitory. Garrett Dormitory may also be used for future enrollment that is projected to increase.

Alternative Options: It was suggested that the demolition of Sacramento Dormitory be added to the site improvements project that is currently in design, however, there would have to be space available to accommodate students currently utilizing that residential space.

Facility Master Plan: The school's FMP is dated 2012 -2017, making it current. The FMP identifies this project as a priority for the school. The FMP states that the school intends to shift the typical dormitory model from large multi room buildings to small group home type dormitories for educational and residential purposes. The application indicated 70 students; the FMP states that the enrollment has ranged from 35 to 76 students over the past 10 years. Their 2012-2013 enrollment is 41, of which 22 are residential. NMSBVI has 11 new students next year with 7 more who have inquired about placement for 2014. The school hopes to increase enrollment at its residential campus by refocusing on identifying students statewide who can benefit from the many programs it does offer as the campus improvements better meets their needs. Specifically, the school is taking steps to increase the Alamogordo campus enrollment including: Reorganization of job duties that allow current NMSBVI staff to conduct more outreach with families; and school districts that show how the residential setting could benefit their students; Potential to serve students from El Paso at the Alamogordo campus due to closer proximity than the Texas state school; Assist Districts in evaluation each student around specific services offered at the residential campus; Development of a statewide network of support for all TVI/O&M

instructors The district is not capturing any materials costs or contractor costs. They are also only recording about 56% of transaction associated to the work orders.

Maintenance Plan: The district is not capturing any materials costs or contractor costs. They are also only recording about 56% of transactions associated to the work orders. The district has some open work orders greater than 45 days old. The district should strive for a completion rate 95% or above. The district has historical and current data entered in the system. The MP is current and rated Outstanding. The district has a history of annual update as required per state statute. The district has a history of annual update as required per state statute. The district continues to improve in all areas of facility maintenance.

Audit: The FY12 audit contained 0 findings.

Other Notes: NMSBVI should review all unit costs in their application to make certain that those numbers are as realistic as possible. There were several unit prices that appeared to be low at first glance. The application has since been revised. NMSBVI needs to identify all funding uses in their statement of financial position. The statement of financial position has since been revised. NMSBVI needs to identify the breakdown of educational adequacy and support space. The NMSBVI has since met with their facility master planner to do another evaluation of support space versus adequacy space throughout the Alamogordo campus. NMSBVI needs to identify existing space at Garrett and compare to current adequacy standards. NMSBVI needs to identify ADA accessible residential rooms required in the new cottages. It was suggested that each cottage have two ADA accessible residential rooms for a total of 4 ADA accessible residential rooms. This identification may result in a small increase in total square footage of the proposed new cottages. There may be some overlap in the total site work estimated costs (1.3 in the application). There is \$45,000 estimated for the new cottages but the remaining \$282,625 may be too high for total site work required after demolition of the existing Sacramento Dormitory. The application has since been revised. The estimate has been changed to total \$307,750 in order to address this notation.

The school official noted that they did not ask for funding in 1970-2005. They want to be self-sufficient and their first year of operation, they had to restrict or turn away students in the dorm. The recreational center is actually an instructional space. The school has been without a pool for 2 years and is needed for instruction and therapy. Staff recommends funding for the design specifics. The school has 50/50 match and it was noted that the Council has the ability to waive their match. The current enrollment is 57 students with a 41-45 average. There are 16 cottages and 1 dormitory with 25 rooms. The Council directed the school to submit more information regarding their funding.

➤ **Gadsden School District**

Priority 2: Chaparral ES-- Build a new elementary school facility in the Chaparral area to accommodate 550 students. The Chaparral area continues to grow. Currently, there are approximately 2,095 students, (per 2012-2013, 40 day counts) housed in three existing elementary schools. The current enrollment breakdown is as follows:

Chaparral ES has 738 students; Desert Trail ES has 853 students; Sunrise ES has 504 students. The District objective is to equalize all of its elementary schools to a 550 student standard enrollment. A new elementary school for 550 students is required to accommodate current and future students. Attendance zones would be revised to relieve overcrowding at Chaparral ES by approximately 188 students and to relieve overcrowding at Desert Trail ES approximately 303 students. Overall, this area would have future capacity for approximately 105 additional students through construction of this new elementary school, which would likely be consumed by the end of construction based on current enrollment projections. The district is proposing to bring the existing Chaparral Elementary Schools up to adequacy standards and district standards of 550 students per elementary. By adding a new school the district could bring down the numbers at the 3 current elementary schools to 550 students per site.

Site Visit Report: NMPSFA staff recommends award of planning and design funding. Construction funding, based actual contractor approved cost, would be requested for an out of cycle phase II construction funding award once designed to 100% construction documents.

Facility Master Plan: The Gadsden Facilities Master Plan is dated 2011-2015 so it is current. In 2012, the District provided PSFA with an update. Under the 2012 FMP update, the District's top priority is completion of Gadsden High School, which is in progress. After Gadsden High School, the FMP Update's top two priorities are: Priority 2A-New Chaparral Elementary Educational Specifications and Design; Priority 2B-Construct new Chaparral Area Elementary School; Priority 3-Renovate existing Chaparral Elementary School. The FMP lists the following projects for the school: New Classroom wing; Gymnasium/cafeteria refurbishment; Renovation of all building spaces Roofing improvements; Drainage improvements; Technology upgrades

The District has adopted a policy in its FMP where it desires all its elementary schools to be 550 students capacity, which allows it a 68,750 SF school based on our new Adequacy Planning Guidelines. There are three schools serving the Chaparral area, Chaparral, Desert Trails, and Sunrise. All three schools are below the Adequacy Planning Guide Allowable GSF. Based on design capacity figures in permanent space compared to existing enrollment, Chaparral and Desert Trails have great difficulty accommodating enrollment and rely on several portables and barracks to house students. Sunrise has capacity for 11 more students within its permanent space. Not counting portables, the Chaparral area schools have a seat deficiency of 592 seats, based on the 40-Day counts. If you add the portables/modular buildings, the chaparral area has capacity for 103 students.

Maintenance Plan: The district uses MD and the Meaningful Maintenance Measures to continually improve their processes and performance. The district has a few work orders that are older than 45 days, recommend the district strive for a 95% completion rate, this will further reduce their backlog. The district has a very comprehensive Energy Management Program. The MP is current and rated outstanding and was updated on 10/18/12. The district is performing to NM State

Statute 22-24-5.3 and 22-24-5.5 very effectively. The district utilizes the Maintenance Metrics Reporting feature and is reviewed by the team monthly and improvements are then implemented. No new FMARs have been qualified as of 6/3/2013.

Audit: The FY12 audit contained 2 findings.

Other Notes: The District needs to confirm 40 day counts because there appears to be a discrepancy in enrollment projections between the FMP and the application. The total overcrowding at the three existing elementary schools in Chaparral needs to be shown by attendance zone in order to justify the need and design capacity for a new school that PSCOC may participate in funding to adequacy. The district has provided confirmation of the most recent 40 day counts by attendance zone for the entire Chaparral area both numerically and graphically on a map. The district second priority is a new school. The facility was built in 1979 with 17 classrooms and will be demolished. In regard to Sunland, the district is going to approve the annex facility. The district is working with the Verde Group to develop a lease purchase. The district share is 12%.

➤ **Deming School District**

Priority 1: Planning and design for construction of new Intermediate School on new site and demolition of existing facility.

Site Visit: Staff recommends award of planning and design funding to begin with Education Specifications and continue through the planning process. New site identification is critical so it is recommended the District identify site options prior to planning and design award and to identify final site prior to beginning the design phase. Deming IS (6th grade) was originally constructed in 1942 as a high school with a gym building added in 1964. The current facility is beyond its lifecycle and existing site is undersized. A new school on a new site appears to be the best investment option based on the District's current and projected enrollment. The district plans on relocating the 6th grade students from Columbus ES to the existing intermediate school beginning in SY2013. It is anticipated that the additional 96 students will be able to be accommodated all on the first floor with some non-instructional/support spaces relocated to the currently vacant second floor.

Alternative Options: The district is considering a site adjacent to Bataan ES/Red Mountain MS which may allow sharing of some facilities such as the play field and other resources. The district is also considering property next to the Rueben S. Torres ES which it currently owns. The decision to move 6th grade students from Columbus to Deming IS may be impacted by a new charter school applicant in the Columbus area that is seeking approval for grades 6-12 with a capacity to 390 students (grades 6-10 initially).

Master Plan: The Facilities Master Plan in progress with anticipated completion in June 2013. During the FMP planning process and community meetings, the district has explored various options for the Intermediate School. Consensus among those who have participated in FMP meetings favors building a new Intermediate School on a new site and bringing the Columbus Elementary 6th graders to the school

(Columbus is currently a K-6th grade). Relocation of the Columbus Elementary 6th grade to the new school will help the district to achieve the goals of educating the district's entire 6th grade at one location as well as relieve overcrowding at the Columbus Elementary School. The district is considering several sites within the community for potential location of the new Intermediate School but has not decided upon a final location.

Maintenance Plan: The district is not capturing any contract costs only labor and materials. Backlog is high due to the 92 pending PM's that are not being processed. The district should strive for a PM completion rate of 95% or greater. PM work orders are sitting in pending status which is driving backlog. The District has current and historical data entered in the system and is ready for implementing an Energy Management Program. This data can also be used for budgetary planning. The Preventive Plan is current, updated 5/9/2013, with a rating of satisfactory. FMARs have been qualified as of 6-3-2013 as of 2012, the district is staffed to 181.2% of the recommended (ASU) level. The recommended recovery plan includes: decrease the Work Order Back Log Rate to 25% or less; enhance the use of the PMD System and drive the PM Completion Rate to 95%; and improve the rating of the PM Plan to an outstanding level. The district needs to develop an Energy Management Program. The district needs approval of their FMP by the board and is ready to move forward on their bond issue.

Audit: The FY12 audit contained 1 minor finding.

Other Notes: The district clarified that the old Columbus school was transferred to the community, but due to financial issues, has yet to take possession. The district is looking at their options; otherwise, the buildings will be demolished. The district noted that they have their match for the demolition of the building. The Council directed the district to submit regular maintenance reports.

The district will secure all testing as for safety. Staff recommends funding as the facility has outlived its life cycle. The district is anticipating going out for bond in early 2014 to obtain its share of the high school and intermediate school funding.

➤ **Lordsburg School District**

Priority 1: Lordsburg Planning and design for renovation of oversized existing high school facility; current approximate square footage 80,000. District recognizes the costs of maintaining and operating the current excess of space and is looking to downsize their facility's footprint in this project.

Site Visit Report: NMPSFA staff recommend award of education specifications and district-wide utilization study to determine the school's programming and space needs. The current facility is approximately two times larger than adequacy standards and due to the existing layout, it is uncertain at this time if renovation or replacement would be most advantageous to the long term investment of the district and state. It is believed that Ed Specs and district utilization study will help determine which option will create the better value through an analysis of the district's current and projected needs. The projected construction costs included in the application are based on a

general renovation cost to the existing facility, sized to fit the district's anticipated funding match. The high school was originally constructed in 1952 with various additions and renovations over the years. Major systems are beyond their expected lives and have experienced catastrophic failures in the past. The existing Gym should be kept with only minor renovations. The new Vo-AG shop, built in 2012, should remain and requires no updates. The district passed a \$4 million GOB in February 2013. District may require advance/ partial waiver of remaining local share if fully funded as requested.

Other Options: Demolition of majority of oversized existing main facility and construction of new facility designed to current adequacy standards. Renovate/ replace central kitchen/cafeteria which is shared with adjacent Central ES. The district-wide utilization study should explore options for consolidation of Southside ES (3rd & 4th grades with NMCI Rank #18) with Central ES (5th & 6th grades with NMCI Rank #2) for a 3rd through 5th grade configuration with 6th grade moved to newly renovated Dugan-Tarango MS. The old abandoned high school should be demolished.

Facility Master Plan: The District's Facilities Master Plan is dated 2008-2013 and is current but expires at the end of this year. District will be procuring master planner for revisions and updates to FMP upon release of 2013-14 PSCOC FMP applications. The District has obtained a quote from a planning consultant recommending a cost for a new plan. The District's FMP identifies Lordsburg High School as the District's top priority. Lordsburg High School's enrollment stands at 157 and the District has experienced a pattern of enrollment decline since 2009-10. Upon publication, the FMP also projected decline but at a slower rate than has actually occurred. For the years 2013-2017, the FMP projects flat enrollment at the high school level and PSFA staff's own cohort survival projection reflects flat enrollment with little to no enrollment growth in the coming years absent of significant economic development that could attract students in the next few years. According to the FMP, the school has a design capacity of 364 which is more than double the current enrollment. The school will need to be sized appropriately for the enrollment. The New FMP should also discuss the state of the old Lordsburg High School that is currently vacant.

Maintenance Plan: The district is not capturing any materials or contract costs only labor. Backlog is high due to the 33 pending PM's that were not being processed. The district should strive for a PM completion rate of 95% or greater. PM work orders are sitting in pending status which is driving backlog. The District has current and historical data entered in the system and is ready for implementing an Energy Management Program. This data can also be used for budgetary planning. The district is not performing to NM Statute 22-24-5.3 or NM Statute 22-24-5.5. The district's FMP expires in 2013. It was noted that the district has more square footage than needed.

Audit: The audit contained 6 findings. The district has a new auditor and is working to correct the audit.

Other Notes: The district needs to update their project schedule. The district noted that it would not be consolidated, a new roof has been put on facility and they do not need space. The district is considering selling the school to the community. The district has provided their Board with a maintenance report focusing on classroom, however, custodians do not have time to use the programs provided to the schools and the district may have the administrative staff provide the reports. Staff reported that there are many issues and damages to the central facility as it is an old 1945 building. There is door damage, non-compliance life/health/safety and there are no resolutions for the facility but to rebuild. The district needs a new high school but can rearrange the elementary and middle school. The district passed a bond in 2013 for this project.

➤ **Aldo Leopold Charter School**

Priority 1: Contract with Design Professional for planning, design, and assessment services to lay the groundwork for construction of new facility. Aldo Leopold is a state-authorized charter school that will expand to offer grades 6-8 as well as its current 9-12 in school year 2013-14. The school is in discussions with Western New Mexico University to enter into a long-term land lease. Architectural services are needed to plan for a new facility on that land.

Site Visit Report: Staff recommends the award of a feasibility study to consider the different sites and cost options associated with Aldo/Leopold relocating to another site. The feasibility study will consider proposed sites, funding requirements, to meet adequacy standards, and financing options. The existing Aldo Leopold Charter School is housed in a leased facility that is privately owned.

The current Aldo Leopold site is in fair condition, but the current spaces do not promote the basic premises of the education program. According to the Ed-Spec/FMP for Aldo Leopold that was completed in 2012, “The School’s instructional program is founded upon inquiry based learning – both in the classroom and in the field” (Planning and More, 2012). The current facility has no kitchen or gym and the students either have to bring lunch, leave for lunch, and get their physical education through the off-site activities.

In addition, the existing facility current houses grades 9-12, but portables will be required to be placed on the site in order to house the 6-8 grades that will be starting the 2013-2014 school year. The site is extremely tight and located on a busy state highway. The middle school will open with a cap of 50 students with expansion to 90 in future years. An enrollment lottery has already been held for the fifty spots with a waiting list of 20.

Alternative Options: In order to comply with the 2015 deadline to be in a publically-owned space or meet one of the exceptions, Aldo Leopold has 3 different options which could be considered. 1. Lease with option to purchase, including necessary landlord improvements, to convert an existing facility at 301 W. College Avenue that is approximately 15,000 sq. ft. The existing square footage may not be sufficient to accommodate the additional middle school students, but location near WNMU campus offers convenience to attend classes on campus for required concurrent enrollment. 2. Enter into a lease with option to purchase with a developer or WNMU to construct new facility on 10-12 acres of WNMU property next to Police

Academy that is currently undeveloped. 3. negotiate with Silver Consolidated School District for use of existing facilities.

Facility Master Plan: The school's Facilities Master Plan/Educational Specifications (FMP/ED Specs) are dated 2012-17 making them current. The FMP/Ed Specs prioritize a new facility; however, it also includes projects that it needs to implement if it stays in the current space. The FMP/Ed Specs suggest that a new facility could cost \$4,835,000 for a facility 20,295 GSF in size. The FMP/Ed Specs base the need for 20,925 GSF on a school serving grades 9th-12th and with the enrollment cap of 120 students. At the time of adoption and in subsequent conversations with the school, PSFA understands that the school is exploring adding middle school grades, which will add an additional 90 students to the enrollment. PSFA informed the school that if it does add these grades, it will need to update its FMP/Ed Specs.

Some of the projects that the school would like to implement in the event it stays in the existing facility include: Expansion and improvement science laboratory and science classroom space in conjunction with the school's science focus; Outdoor learning space in conjunction with the school's emphasis on the natural environment; The FMP/Ed Spec's estimated project total cost of these improvements equals \$28,400.00

The school has informed PSFA that it has asked both the Silver Consolidated School District and Western New Mexico University if either entity has space in any of its facilities to house the school. While neither has the space in existing facilities, WNMU is working with the school to locate on University property. The school favors a relationship with WNMU since it would like to partner with the university on curriculum and programmatic aspects of its program.

Maintenance Plan: The Charter school does not use the Facility Information Management System. The School does not use a Computerized Maintenance Management System (CMMS) and does not have a FIMS account. Overall rating is poor and a formal Preventive Maintenance Plan has not been created. The district is not Performing to NM Statute 22-24-5.3 (PM Planning), and is not able to performing to NM Statute 22-24-5.5 (FIMS Use) as they are not provided FIMS service. An energy management plan is not available. Recommended Recovery Plan: Establish the required Preventive Maintenance Plan per NM Statute 22-24-5.3 with a written plan to meet statute guidelines; develop a written equipment inventory to support PM plan; develop a District Staffing Plan Recommendation through the PSFA. The charters do not use Preventive Master Plans.

Audit: The FY12 audit contained 1 finding.

Other Notes: It was noted that the school does not use a Preventive or Maintenance Plan. The Council requested that the school provide ed specs to review unused space at the high school and explore the lease purchase. It was noted that \$9 million is not feasible as the charter does not have its match. The school is working with staff to address some findings with the recent site visit. The school is also in the process of

identifying a strategic plan for funding, curriculum and educational space. As the schools needs are not being met they would like a feasibility study. It was stated that the charter school cannot rely on bonds and have to work on matching funds on aside from the district. The school official stated that there is a disconnect as to who is responsible for the maintenance. The maintenance is poor but if there was a lease agreement there is a responsibility of maintaining the school and should not be a PSFA issue. In regard to the lease, the Council noted that the maintenance is the responsibility of the landlord. It was also noted the school needs to make the facility costs effective.

➤ **Reserve School District**

Priority 1: Reserve Combination—Planning and design funds to renovate/replace various facilities of the combined school to adequacy.

Site Visit Report: NMPSFA staff recommend award of planning and design to begin with Educational Specifications to determine school's programming and space needs. The Ed-Spec procurement could possibly be accomplished in conjunction with other Districts (Lordsburg) to be more economical. The current facility is over-sized for the current enrollment by approximately 2/3 with spaces that are inefficient. It is unclear at this point which option (renovation, replacement) would best fit the financial capabilities of the Reserve District, and it is anticipated that the Ed-Spec process will help identify and guide the State and District's decision towards a project that will yield the best value and longevity. The existing MS/HS building (grades 7-12) was constructed in the 1960s with a new gym addition and science labs added around 1990. The ES building (grades K-6) was originally constructed in 1977 with a remodel/addition in 1989. A new vo-ag/metal shop was recently constructed. The majority of the systems in both facilities has outlived their useful life and requires replacement. The District is considering asking voters to bond to capacity (\$2.68 million) to possibly qualify for consideration of a partial waiver from the PSCOC. The district has not successfully passed a GOB bond in several years, but did pass a 2 mill levy in February 2013 that affords them \$50K to \$60K annually to begin catching up on many years of deferred maintenance.

Alternative Options: Demolition of old outdated building(s) and build new combined school facility within the PSFA adequacy standards, but still maintaining a separate ES building. (Option 1) Demolish entire site with consideration for certain buildings (Gym, secondary Gym, VoAg) and build a new combination school (2 buildings for Elem. & H.S.) to fit the current and future needs of the district. (Option 2) Demolish old Elem. Building, Old High School wing, add new High School wing, add new Elem. Wing, and renovate current High School to adequacy with grandfathered spaces in mind. (Option 3) No demolition/ renovation to adequacy. (Option 4) Only \$2 million worth of renovations

Facility Master Plan: The FMP identifies several projects including systems repair, asbestos replacement, structural repair, and maintenance related projects. At the time of FMP development, the District was concerned that it would not be able to raise the local match required for larger-scale capital projects. As a result, this specific project is not identified as a need for the district. The Reserve Combined School has

significantly more capacity than students. Renovation of the campus must take this into account to size the school appropriately. As the projections in the FMP suggest, the District is likely to experience a flat enrollment pattern and does not anticipate growth.

Maintenance Plan: Overall maintenance is poor. No progress in the Maintenance Direct module of FIMS. The district has current and historical data and is ready for implementing an Energy Management Plan. The district's PM Planning is not current and was last updated May 1, 2012. The district is not performing to NM Statute 22-24-5.3 or NM Statute 22-24-5.5. New leadership at the district but no planning or implementation has occurred to address statute. Staff recommends that the district consider use of the state provided resources to include FIMS, PM Planning and consultative services to develop sustainable program.

Audit: The FY11 audit contained 6 findings on its last audit and the district has not submitted a current FY12 audit.

3. Subcommittee Reports

a. Awards Subcommittee Report

- **Cobre—Bayard ES**

Request Phase 2 construction funding to bring entire school to adequacy. This scope of work includes infrastructure, electrical, HVAC, roof, site work, drainage, paving, and renovation of the existing building.

Current additional funding request is based on actual cost proposal from the selected contractor through the RFP process. PSFA staff recommends that the PSCOC approve the state funding request totaling \$8,360,603 as requested to complete Phase II construction to adequacy. (District advance \$2,500,000 plus state match \$5,860,603). The district has in place \$1,921,157 of their required \$4,421,157 district funding. The district will have bonding capacity in 2014.

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2010-2011 standards-based award to the Cobre Consolidated Schools to include out-of-cycle construction funding for renovations of the existing facility to adequacy for 260 students, grades K-6, with a total increase in the state share amount of \$5,860,603 (57%), contingent upon an additional local share of \$4,421,157 (43%). An advance of \$2,500,000 is authorized, and the district commits to repayment of the advance within a four year period. FIMS enhancements and/or improvements required; the District must work with PSFA in the advancement of their continued FIMS use. Since this is a subcommittee recommendation a second is not required. There being no objection the motion carried.

- **Hatch—Rio Grande ES**

Requesting additional funds based on actual low bid of selected contractor. The additional cost is due to an error made in the calculation of the roofing square footage at the time of the original estimate.

Original request for funding was based on 35,620 square feet of roof replacement at an estimated \$19.65 per square foot for total project. An error was made when the information was submitted to PSFA for the roof project. The actual square footage is calculated to be at 41,700 square feet. The difference is 6,080 square feet of roof that was not accounted for in the initial request and was a miscalculation and oversight by the district and PSFA. The roof low bid came in at \$567,254.00 for a total project cost of \$782,977.00 giving us a shortfall of \$82,977.00. The additional request will address the total project needs.

PSFA staff recommends PSCOC approve the request for additional state funds totaling \$72,190 (87%) to complete re-roofing to adequacy as originally intended. The district has their required matching funding totaling \$10,787 (13%). The Awards Subcommittee has reviewed this request.

Motion: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the previous 2012-2013 award to the Hatch Valley Public Schools for Rio Grande Elementary School based on actual cost to complete the work with an increase in the state share amount of \$72,190 (87%), contingent upon an additional local share of \$10,787 (13%). Since this is a subcommittee recommendation a second is not required. There being no objection, the motion carried.

- **T or C—T or C Elementary School**

Phase II funding for the construction of the new T or C Elementary School. The project includes new classrooms and renovation of existing Gym/Cafeteria spaces that will be shared with Sierra ES. The current site had significant site drainage issues that are being addressed within this project.

Current additional funding request is based on actual cost proposal from the selected contractor through the RFP process. PSFA staff recommends that the PSCOC approve the state funding request totaling \$5,331,450 (40%) as requested, to complete Phase II construction to adequacy. The district has in place their requested additional funding amount match totaling \$7,997,175 (60%)

MOTION: Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2005-2006 standards-based award to the T or C Municipal Schools for T or C Elementary to include out-of-cycle construction funding renovate/replace facilities to adequacy for 365 students, grades K-3, and core spaces for 509 students as shared use with adjacent Sierra ES with a total increase in the state share amount of \$5,331,450 (40%), contingent upon an additional local share of \$7,997,176 (60%). There being no objection the motion carried.

b. AMS Subcommittee Report

- **PSFA News Digest**

Upon discussion, members of the Council agreed that the News Digest has valuable service and fellow constituents greatly appreciate the information.

MOTION: Mr. Dennis moved for Council approval of the Administration, Maintenance & Standards Subcommittee motion to cease publication and distribution of the daily News Digest beginning July 1, 2013.

Some Council member opposed the motion stating that it is a valuable service noting that at the last PSCOC meeting the objection to the News Digest was an editorial that was negative to PED.

A Council member was under the impression that there was a compromise that came about because of the negative editorial. It was noted that many individuals have subscribed to the News Digest.

Although many indicated that it is a valuable service, a Council member indicated that the cost of \$18,000 is exorbitant and should not be paid for by the Council, also if the digest covers education, it should not be the responsibility of the PSFA staff. It was stated that staff should provide a newsletter regarding facilities and change the focus of where the money is spent.

Ms. Barbara Riley, Editor, agreed that the cost could be decreased and noted that there are almost 700 subscribers. Council stated that the AMS Subcommittee could work a reasonable cost savings with Council action.

The Chair suggests that staff meet to determine and provide a proposal for coverage to be done at a lesser cost and to provide coverage for New Mexico news only. The AMS will discuss this issue at its next meeting and report back to the Council with recommendations.

Ms. Riley indicated that she could provide the digest at a lower cost if there is only New Mexico coverage.

Upon further discussion, the Council a tally of members in favor or against the continuation of the News Digest:

In Favor of Keeping Digest	Against Keeping Digest	Absent
Joe Guillen	Dee Dennis	Keith Gardner
Frances Maestas	Raul Burciaga	
Gene Gant	Paul Aguilar	
David Abbey (NM Only)	Debbie Romero	

Mr. Dennis withdrew his previous motion pending staff working with editor to lower the cost and focus on matters that pertain to New Mexico only and bring back a proposal pending action from the AMS Subcommittee.

4. Other Business

a. Magdalena Emergency Request

Mr. Aguilar began the discussion by informing the Council that Magdalena is having water issues or lack thereof. An email was sent to Secretary Hanna Skandera, PED, from the district, requesting that the Council address this issue as it is a life/health/safety issue. Mr. Aguilar informed the Council that the community is working on the well that supplies water for the entire community, but it isn't clear if the solution will be in place by the start of the school year. The irrigation well at the school could supply sufficient water for the entire school and it was suggested that the district operate the school well and use the city well as a backup.

Mr. Aguilar noted that the Council has authority to grant emergency awards. Mr. Burciaga offered a proposal for a \$300,000 grant to begin the design process before school begins. Mr. Aguilar indicated that the district would need a tanker with a pressure pump, begin design process for water treatment, the project requires a diesel pump fire protection system, self-standing system or tie back into domestic water is also required, and an analysis of the cost. It is estimated that the design would be a 6-7 month process going through regulatory agencies. Within that time the district would know what will happen in that community. The process would give the Council time for authorization of up to \$300,000.

Mr. Mike Chambers, Superintendent of Magdalena School District, stated that the information coming from the city was sketchy. There were issues with the well not the water, but the district has a 380 ft. deep well that is currently used for irrigation purposes. It is capable of pumping 175-190 gallons per minute. The district may be able to operate on the district well and use the city as back-up. The Council feels that a permanent solution would be wiser decision. Mr. Chambers agreed stating that the situation came about as to whether or not the city was responsible. He informed the Council that the district had an emergency board meeting to declare the district in a state of emergency and inform them of their expectation of coming before the Council for their assistance. The district will be cautious of how this project moves forward and continue to stress that the district continues to seek solutions that would make it viable to open school on time and provide for the safety and welfare of students. As Magdalena is a small district, when the water issues occurred, their well system was immediately connected to the city system and were pumping 30,000 of water into the system just to keep it charged.

Mr. Chambers noted that the board is concerned as well and the district must be careful on how the process would work for the district as there is a need to provide for students. He stated that the school is small in a small community. When the water issues began, the school pumped water into the city and encourages the city not to depend on the school. He assured the Council that a member of their maintenance staff will get certified for operations, maintenance and water systems/testing for the district. Mr. Chambers assured the Council that the district, with the assistance of the State Engineers Office, has run test and the water level has only dropped 10 feet in 10 years.

Council noted that the advance of up to \$300,000 is for an immediate temporary solution so it fits in with the long-term solution and a payment schedule still needs to be determined.

Staff and Council will work with district to develop a long term solution and begin a design for the long term solution if the district and community agree.

MOTION: Mr. Guillen moved for Council approval to advance of up to \$300,000 to the Magdalena School District for an emergency/temporary solution for their well/water issues. The project will be completed in three phases (1) immediate assistance for the district, (2) begin design process (3) go into constructions phase. The staff will review and approve a repayment schedule for the district. Mr. Aguilar seconded, motion carried.

b. Next PSCOC Meeting

Upon discussion, the Council unanimously agreed to hold their next PSCOC meeting on July 25, 2013.

5. Public Comment

These were no public comments at this time.

6. Consideration for Approval to Adjourn to Executive Session Pursuant to the Open Meetings Act NMSA 1978, § 10-15-1 (H)(2) for the purpose of discussing limited personnel matters

MOTION: Mr. Burciaga 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 limited personnel matters. Mr. Gorrell, Mr. Berry, Ms. Romero, and Ms. Casias are requested to attend this session. Mr. Aguilar seconded, motion carried.

Roll was called and motion carried.

7. Reconvene to Open Session (Roll Call)

Mr. Guillen moved for Council approval to reconvene from Executive Session pursuant to the Open Meetings Act NMSA 1978, § 10-15-1 (H) (7) for the stated the purpose of discussing limited personnel matters. Only the above-referenced item was discussed.

Council reconvened at 5:45

Council noted that no action was taken in the Executive Session at this time.

Adjourn

There being no further business to come before the Council the meeting adjourned at 5:47pm.

Chair

Date

III. 2013-2014 STANDARDS-BASED AWARDS

A. Awards Subcommittee

- Financial Plan
- 2013-2014 Standards-Based Awards *
- 2013-2014 Standards-Based Roof Awards *
- Additional Conditions *
- Lease Assistance Awards *
- Additional Funding/Emergency Funding/
Award Language Requests:
 - Los Alamos – P11-013 Los Alamos MS –
Additional Funding/Phase 2 *
 - Los Alamos – P11-014 Aspen ES –
Phase 2 Construction *
 - Española – R13-010 Chimayo ES Roof –
Additional Funding/Phase 2 *

Summary of PSCOC Financial Plan Changes since 6/20/13

PROJECTS FUNDING ADJUSTMENTS

Valley View ES @ Roswell (P11-016). Funding for Phase 2.

Net Award: \$6,837,365

Goddard High HVAC Emergency @ Roswell (E13-003). Emergency Advance.

Net Award: \$10,500,000

Escalante HS/Tierra Amarilla MS @ Chama (P06-007). Emergency grant for to replace mechanical system.

Net Award: \$1,780,250

Estancia MS @ Estancia (P12-009). Funding for Phase 2.

Net Award: \$5,647,478

WLV Family Partnership @ West Las Vegas (P12-013). Funding for Phase 2.

Net Award: \$1,622,114

Placitas ES Roof @ Bernalillo (R13-007). Additional Funding.

Net Award: \$8,255

Bayard ES @ Cobre (P11-003). Funding & Advance for Phase 2.

Net Award: \$8,360,603

Rio Grande ES Roof @ Hatch (R13-018). Additional Funding.

Net Award: \$72,190

T or C Elementary @ T or C (P12-012). Funding for Phase 2.

Net Award: \$5,331,450

Magdalena Schools (E13-004). Emergency Funding for Well/Water Issues.

Net Award: \$300,000

Total Net Awards: \$40,459,705

PSCOC Financial Plan

(millions of dollars)

July 22, 2013

Revenue Change (%) from 2012 SSTB Forecast:

0%

0%

0%

0%

I. SOURCES & USES						
SOURCES:						
	FY13 est.	FY14 est.	FY15 est.	FY16 est.	FY17 est.	
Unencumbered Balance (Period Beginning)	317.9	197.2	117.4	86.8	96.8	
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	27.9	27.7	22.4	13.0	12.5	
Subtotal Sources :	443.4	412.5	324.3	294.1	308.8	
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	0.4	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	5.6	5.6	5.6	
CID Inspections	0.3	0.3	0.3	0.3	0.3	
Project Encumbrance Needs	191.8	256.1	197.6	156.5	150.0	
Subtotal Uses :	246.2	295.1	237.4	197.3	191.7	
Estimated Uncommitted Balance Period Ending	197.2	117.4	86.8	96.8	117.2	
II. PROJECT ENCUMBRANCE SCHEDULE SUMMARY						
	FY13 est.	FY14 est.	FY15 est.	FY16 est.	FY17 est.	Total
Prior Year Awards	27.1	51.4	40.6	0.0	0.0	188.7
2010-2011 Awards (Design) :	0.0	0.0	0.0	0.0	0.0	5.1
2010-2011 Awards (Construction) :	91.5	55.3	29.7	0.0	0.0	202.0
2011-2012 Awards (Design) :	0.2	0.0	0.0	0.0	0.0	5.5
2011-2012 Awards (Construction) :	25.4	39.8	0.0	0.0	0.0	67.8
2011-2012 Roof Awards (Design & Const.) :	2.5	0.0	0.0	0.0	0.0	9.5
2012-2013 Awards (Design) :	10.9	0.0	0.0	0.0	0.0	10.9
2012-2013 Awards (Construction) :	12.4	91.2	0.0	0.0	0.0	103.5
2012-2013 FMP Awards (Design Svcs.) :	0.0	0.0	0.0	0.0	0.0	0.0
2012-2013 Roof Awards (Construction) :	8.7	0.0	0.0	0.0	0.0	8.7
2012-2013 Pre-Kindergarten Awards (Construction) :	2.5	0.0	0.0	0.0	0.0	2.5
2013-2014 Awards Scenario (Design) :		11.2	0.0	0.0	0.0	11.2
2013-2014 Awards Scenario (Construction) :		0.0	103.8	44.5	0.0	148.2
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	10.0	0.0	0.0	10.0
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	10.0	0.0	10.0
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	10.0	10.0
Subtotal Uses :	191.8	256.1	197.6	156.5	150.0	1,066.8
* FY13 inclusive of estimated \$34.5M of new Phase 2 awards listed in Project Encumbrance Schedule and \$5.5M of prior year award balances to complete projects to adequacy.						

TABLE 1.
FY13 Phase 2, Emergency & Cost Overruns
July 22, 2013

Action Taken	Project #	Description	Amount	Comment		Certification Adjustment
7/26/2012	P13-011	Espanola Carlos Vigil Middle School	\$ 822,898	Phase 2 funding for new playfield	Full amount needs to be certified in next bond resolution.	\$ 822,898
7/26/2012	P11-013	Los Alamos Middle School	\$ 5,482,519	Phase 2 funding for campus renovations	Full amount needs to be certified in next bond resolution.	\$ 5,482,519
9/7/2012	P13-004	Capitan Elementary & High School	\$ 500,000	Advance for Phase 1	New Award. Full amount need to be certified in next bond resolution.	\$ 500,000
9/7/2012	P07-003	TA Middle School / Escalante High School	\$ 3,022,810	Additional funding for outstanding work and a waiver of approx. \$2.1	New Award. All but \$2,174,094 million needs to be certified in next bond	\$ 848,716
9/7/2012	P08-003A	Gadsden High School	\$ 11,308,300	Additional funding for Phase 3, Part 1.	\$14,400,000 certified for this phase in November 2010 resolution.	\$ (3,091,700)
10/5/2012	P13-001	Sandia HS Phase 1	\$ 10,697,386	Phase1 funding	\$11,971,178 certified for this phase on May 1, 2012. Next bond resolution will be adjusted accordingly.	\$ (1,273,792)
10/5/2012	P12-004	Belen Family School	\$ 9,152	Phase1 funding	Full amount need to be certified in next bond resolution.	\$ 9,152
10/5/2012	R13-018	Van Stone Elementary School	\$ 192,525	Re-consideration of previous non-Award	\$151,171 certified for this phase in May 1, 2012 resolution. Next bond resolution will be adjusted accordingly.	\$ 41,354
10/5/2012	P12-013	WLV Family Partnership	\$ 159,390	Additional funding for Phase 1.	Full amount need to be certified in next bond resolution.	\$ 159,390
10/5/2012	P13-015	NMSBVI Site Improvements	\$ 297,236	Phase1 funding	Full amount need to be certified in next bond resolution.	\$ 297,236
10/5/2012	P13-016	NMSBVI Health Services & Jack Hall	\$ 83,752	Phase1 funding	Full amount need to be certified in next bond resolution.	\$ 83,752
11/1/2012	P08-024	Ruidoso Nob Hill Elementary	\$ (52,949)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (52,949)
11/1/2012	P09-022	New Raton ES	\$ (1,154,156)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (1,154,156)
11/1/2012	P10-002	Caton MS	\$ (810,000)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (810,000)
11/1/2012	P11-004	Gallup Juan de Onate ES	\$ (941,351)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (941,351)
11/1/2012	P11-007	Gallup Thoreau ES	\$ (1,055,332)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (1,055,332)
11/1/2012	P11-009	Gallup Lincoln ES	\$ (928,959)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (928,959)
11/1/2012	P11-010	Gallup Roosevelt ES	\$ (935,000)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (935,000)
11/1/2012	E13-001	(Pending)Questa Combined School Gymnasium Heater	\$ 46,000	Emergency Funding	Full amount need to be certified in next bond resolution.	\$ 46,000
11/1/2012	E13-002	(Pending) Reserve Fire Alarm Repair	\$ 12,000	Emergency Funding	Full amount need to be certified in next bond resolution.	\$ 12,000
12/11/2012	P11-011	Las Cruces High School	\$ 44,999,000	Phase 2 funding for campus renovations	Partial amount need to be certified in next bond resolution	\$44,239,958
12/11/2012	C10-001	NMSD Infirmary	\$ 16,318	Phase 1 funding	Full amount need to be certified in next bond resolution TBD.	\$ 16,318
12/11/2012	P12-014	WLV Union ES	\$ 859,921	Additional funding for Phase 2.	Phase award \$937,554 certified 11/03/11. Next bond resolution will be adjusted accordingly.	\$ (77,633)

1/10/2013	C10-002	NMSBVI WEC Building	\$ 7,576,828	Additional funding to replace the existing facilities.	Full amount need to be certified in next bond resolution TBD.	\$ 7,576,828
1/10/2013	P11-017	Roswell Berrendo ES	\$ 8,068,427	Phase 2 funding for campus renovations	Phase award \$6,402,480 certified 05/01/12 & \$2,355,120 11/01/12. Next bond resolution will be adjusted accordingly.	\$ (689,173)
1/10/2013	P11-019	Roswell El Capitan ES	\$ 10,464,360	Phase 2 funding to replace existing facility.	Phase award \$10,996,362 certified 05/01/12. Next bond resolution will be adjusted accordingly.	\$ (532,002)
1/10/2013	P11-018	Roswell Military Heights ES	\$ 7,319,755	Phase 2 funding for campus renovations	Phase award \$4,802,872 certified 05/01/12. Next bond resolution will be adjusted accordingly.	\$ 2,516,883
1/10/2013	P12-010	Santa Rosa Rita Marquez/Anton Chico ES	\$ 4,398,000	Phase 2 funding to replace existing facility.	Phase award \$4,158,000 certified 11/03/11. Next bond resolution will be adjusted accordingly.	\$ 240,000
4/9/2013	M13-011	Corona Facility Master Plan	\$ 1,400	Facility Master Plan	Full amount need to be certified in next bond resolution.	\$ 1,400
5/3/2013	C10-001	NMSD Site Improvements/Cerillos Road - DCP	\$ 2,170,381	NMSD Site Improvements/Cerillos Road - DCP	\$2,500,000 certified November 3, 2011. \$250,000 awarded November 3, 2011; \$2,170,381 awarded May 3, 2013. Next bond resolution will be adjusted accordingly.	\$ (79,619)
5/3/2013	C10-001	NMSD - Dillon Hall Phase 2	\$ 3,574,078	NMSD - Dillon Hall Phase 2	\$4,000,000 certified November 3, 2011. \$400,000 awarded November 3, 2011; \$3,574,078 awarded May 3, 2013. Next bond resolution will be adjusted accordingly.	\$ (25,922)
5/3/2013	P13-017	NMSD - Health Center	\$ 539,623	NMSD Health Center Building	Full amount need to be certified in next bond resolution.	\$ 539,623
5/3/2013	P12-002	Albuquerque McKinley MS (Summer Work)	\$ 218,725	Summer Work	\$4,417,639 certified November 3, 2011. Calculation for certification to follow after full phase 2 award made by the PSCOC at a future date.	\$ -
5/3/2013	P12-003	Albuquerque Chaparral ES	\$ 7,341,794	Phase 2 funding for campus renovations	Phase award \$7,341,794 certified 11/03/11.	\$ -
6/17/2013	P11-016	Roswell Valley View ES	\$ 6,837,365	Phase 2 funding for campus renovations	Phase award \$ certified 11/01/12.	\$ -
6/17/2013	E13-003	Roswell Goddard High	\$ 10,500,000	Phase 2 funding for Emergency HVAC repairs	Full amount need to be certified in next bond resolution.	\$10,500,000
6/17/2013	P06-007	Chama Escalante HS/TA Elementary	\$ 1,780,250	Phase 2 funding to replace mechanical system	Phase award \$1,300,000 certified 11/01/12. Next bond resolution will be adjusted accordingly.	\$ 480,250
6/17/2013	P12-009	Estancia Middle School	\$ 5,647,478	Phase 2 funding for campus renovations	Phase award \$5,647,478 certified 11/03/11.	\$ -
6/17/2013	P12-013	West Las Vegas WLV Family Partnership	\$ 1,622,114	Phase 2 funding for campus renovations	Phase award \$1,776,046 certified 11/01/12. Next bond resolution will be adjusted accordingly.	\$ (153,932)
6/17/2013	R13-007	Bernalillo Placitas ES Roof	\$ 8,255	Additional funding to complete the work to adequacy	Full amount need to be certified in next bond resolution.	\$ 8,255
6/20/2013	P11-003	Cobre Bayard ES	\$ 8,360,603	Phase 2 funding for campus renovations	Phase award \$5,289,399 certified 11/03/11. Next bond resolution will be adjusted accordingly.	\$ 3,071,204
6/20/2013	R13-018	Hatch Rio Grande ES Roof	\$ 72,190	Additional funding to complete the work to adequacy	Full amount need to be certified in next bond resolution.	\$ 72,190
6/20/2013	P12-012	T or C Elementary School	\$ 5,331,450	Phase 2 funding for campus renovations	Phase award \$4,496,056 certified 11/03/11. Next bond resolution will be adjusted accordingly.	\$ 835,394
6/20/2013	E13-004	Magdalena Schools	\$ 300,000	Emergency/temporary solution for well/water issues	Full amount need to be certified in next bond resolution.	\$ 300,000

District Local Match Advances

July 22, 2013

Repayment Schedule - For Planning Purposes Only

				\$13,493,698	\$622,855	\$2,462,753	\$9,894,216	\$500,000
District	Project Number	School	Status	Outstanding Balance	FY13	FY14	FY15	FY16
Capitan	P13-004	Capitan Elem/High School	Awarded 09/07/12. Payment due within four years.	\$500,000				\$500,000
Chama Valley	P06-007	Escalante HS/Tierra Amarilla MS	8/30/10, 11/1/10 Sent repayment inquiry 2/11/11 Received email from district; will provide scheduled final repayment after May 2011. Notified district of repayment deadline and the possibility of request for extension. 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	\$199,094	\$199,094			
Chama Valley	P07-003	Tierra Amarilla Elementary	Awarded 04/14/09. Repayment adjusted to \$325,906. Waiver of \$2,174,094 granted 09/07/12. 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	\$325,906	\$325,906			
Fort Sumner	P08-020	Fort Sumner Schools	Project in progress. FY11 Payments based on district expenditures toward project. May 2013 Project audit for financial closeout, repayment balance after applied district expenditures \$988,527.77 July 2012 Received payment of \$349,303.28	\$739,237		\$739,237		
Jemez Mountain	E07-001	Gallinas Campus	Letter received 03/02/09 from Superintendent Adan Delgado requesting meeting with Bob Gorrell to discuss. June 2013 Received correspondence from district - discussing repayment options with School Board	\$351,496				
Las Cruces	P11-011	Las Cruces High School	Awarded 12/11/12. To be repaid by FY2015Q1.	\$9,894,260			\$9,894,216	
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				
Ruidoso	P06-029	Ruidoso MS Settlement		\$1,355,850		\$1,355,850		
Zuni	E07-007	Teacherage Sewer Emergency	Awarded 07/24/09 01/16/13 - Received \$42,900 payment	\$42,900	\$42,900	\$42,900		
Zuni	D09-008	Old Zuni Middle School Demolition	Awarded 07/30/08 01/16/13 - Received \$54,955 payment	\$54,955	\$54,955	\$54,955		
NMSD	P13-017	Health Center Building	Awarded 05/03/13			\$269,811		

PSCOC FUND BALANCE

Pool	Title	Appr Id	Chapter	Laws	Section	Amount Sold	Amount Expend	Amount Revert	Balance
POOL01	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	SSTB01SB PSCOD	338	2001		\$50,000,000.00	\$50,000,000.00	\$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
POOL03	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	STB03SA PSCOD	338	2001		\$28,404,253.70	\$28,404,253.70	\$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
SSTB04SC	PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL	SSTB04SC 0001	338	2001		\$1,822,614.00	\$1,822,614.00	\$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
SSTB04SD	PSCOC CONTINUATION PROJECTS	SSTB04SD 0002	338	2001		\$39,500,000.00	\$39,500,000.00	\$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
SSTB04SG	Public School Capital Outlay Council	SSTB04SG 0004	338	2001		\$99,077,676.50	\$99,077,676.50	\$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
SSTB05SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB05SB PSCOC	338	2001		\$44,600,000.00	\$44,600,000.00	\$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
SSTB05SF	PSCOC - LEASE PAYMENT ASSISTANCE	SSTB05SF 0002	338	2001		\$4,000,000.00	\$4,000,000.00	\$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
SSTB05SF	PSCOC - PSC OUTLAY PROJECTS '05 AUTH.	SSTB05SF 0003	338	2001		\$13,322,324.00	\$13,322,324.00	\$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
SSTB06SD	LEASE PAYMENT ASSISTANCE	SSTB06SD 0002	338	2001		\$5,221,754.00	\$5,221,754.00	\$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
SSTB07SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB07SB 0001	338	2001		\$65,011,000.00	\$65,011,000.00	\$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
SSTB07SE	PUB SCHL CAP OUTLAY LEASE ASSISTANCE	SSTB07SE 0002	338	2001		\$6,465,386.00	\$6,465,386.00	\$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
SSTB08SE	PUB SCHL CAP OUTLAY LEASE ASSISTANCE	SSTB08SE 0003	338	2001		\$7,306,510.00	\$7,140,429.01	\$0.00	\$166,080.99
SSTB08SE	PUB SCHL CAP OUTLAY STANDARDS-BASED	SSTB08SE 0004	338	2001		\$75,190,890.00	\$75,190,890.00	\$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
SSTB10B	*!* PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB10B 0001	338	2001		\$94,391,150.25	\$94,391,150.25	\$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
SSTB10SC	PUB. SCHOOL CAPITAL OUTLAY PROJECTS	SSTB10SC 0003	338	2001		\$22,968,711.00	\$181,342.32	\$0.00	\$22,787,368.68
SSTB10SC	LEASE ASSISTANCE	SSTB10SC 0002	338	2001		\$9,751,689.00	\$9,541,105.10	\$0.00	\$210,583.90
SSTB11SB	PUBLIC SCHOOL CAPITAL OUTLAY	SSTB11SB 0001	338	2001		\$154,607,943.61	\$0.00	\$0.00	\$154,607,943.61
SSTB11SD	LEASE PAYMENT ASSISTANCE	SSTB11SD 0002	338	2001		\$10,780,043.00	\$9,630,527.75	\$0.00	\$1,149,515.25
SSTB11SD	PUB. SCHL. CAPITAL OUTLAY PROJECTS	SSTB11SD 0003	338	2001		\$68,738,457.00	\$0.00	\$0.00	\$68,738,457.00
SSTB12SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB12SB 0001	338	2001		\$50,025,186.00	\$0.00	\$0.00	\$50,025,186.00
SSTB12SD	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB12SD 0002	338	2001		\$14,818,863.00	\$0.00	\$0.00	\$14,818,863.00
SSTB12SD	LEASE PAYMENT ASSISTANCE	SSTB12SD 0003	338	2001		\$13,078,137.00	\$0.00	\$0.00	\$13,078,137.00
SSTB13SB	PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS	SSTB13SB 0003	338	2001		\$86,342,350.00	\$0.00	\$0.00	\$86,342,350.00
SSTB13SB	LEASE PAYMENT ASSISTANCE	SSTB13SB 0002	338	2001		\$14,190,750.00	\$0.00	\$0.00	\$14,190,750.00
STB01SD	PUBLIC SCHOOL CAPITAL OUTLAY DEFICIENCY	STB01SD PSCOD	338	2001		\$23,000,000.00	\$23,000,000.00	\$0.00	\$0.00
STB04SE	PUBLIC SCHL CAPITAL OUTLAY ACT DEFICIENC	STB04SE 04-2695	126	2004	152	\$10,000,000.00	\$10,000,000.00	\$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
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
STB07SA	PUBLIC SCHOOL CAPITAL OUTLAY	STB07SA 07-3772	42	2007	25/ 2	\$278,831.08	\$0.00	\$278,831.08	\$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
STB09A	*13 NMSD DEFICIENCIES UPGRADES	STB09A 09-3135	125	2009	29/ 2	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00
STB09SD	PSCOF TRANSFER FOR STATE SHARE	STB09SD 09-3948	7	2009	5/ A	\$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	\$26,553,852.19	\$0.00	\$4,082,375.12
STB10A	*!* PSOCF TRANSFER FOR PURPOSES OF	STB10A 09-3949	7	2009	5/ B	\$20,000,000.00	\$0.00	\$0.00	\$20,000,000.00
	Total for Agency:	94000				\$1,970,591,541.90	\$1,517,799,428.28	\$1,630,730.38	\$451,161,383.24

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 PSOC 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.

July 22, 2013

* - Phase cost partially funded/certified.

* - Phase cost partially funded/certified.

* - Phase cost partially funded/certified

July 22, 2013

2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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PSCOC FUND PROJECT ENCUMBRANCE SCHEDULE DETAIL

July 22, 2013

Rank	w/NMCI	FY14 AWARDS	Phase 1	Phase 2	Total	Certification Date(s)	Certification 06/20/13	Certification 12/31/13	2011_Q3 2011_Q4 2012_Q1 2012_Q2 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 2016_Q3 2016_Q4 2017_Q1 2017_Q2 2017_Q3 2017_Q4 2018_Q1 2018_Q2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														

Rank	FY14 ROOF AWARDS Phase 1			Phase 2	Total	Certification Date(s)	Certification #6/20/13	Certification 12/31/13	FY14 ROOF AWARDS Phase 2																							
									2011_Q3	2011_Q4	2012_Q1	2012_Q2	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	2016_Q3	2016_Q4	2017_Q1	2017_Q2
N/A	-	Mesa Vista District-wide - Various			\$115,000	6/20/2013	\$122,500	(\$7,500)																								
59	-	Gallup Crownpoint HS - Crownpoint HS			\$1,281,849	6/20/2013	\$1,627,700	(\$345,851)																								
392	-	Gadsden Santa Teresa High School - STHS Vocational			\$249,864	6/20/2013	\$314,512	(\$64,648)																								
563	-	Los Lunas Katherine Gallegos ES - Main Building & Gym			\$69,469	6/20/2013	\$100,870	(\$31,401)																								
169	-	Las Vegas City Robertson HS - Library			\$0		\$0	\$0																								
	-	Pecos Media Arts Building			\$536,228	6/20/2013	\$129,220	\$407,008																								
506	-	Tularosa Tularosa Intermediate School - Main Building			\$464,646	6/20/2013	\$475,710	(\$11,064)																								
13	-	Alamogordo High Rolls ES - Old Building (1923)			\$149,100	6/20/2013	\$215,948	(\$66,848)																								
241	-	Gadsden Mesquite Elementary School - Library Media Center			\$326,459	6/20/2013	\$254,100	\$72,359																								
143	-	Tularosa Tularosa Middle School - Cafeteria			\$96,378	6/20/2013	\$177,674	(\$81,296)																								
54	-	Grants San Rafael ES - San Rafael			\$371,735	6/20/2013	\$349,600	\$22,135																								
677	-	Grants Milan ES - Milan ES-Old Gym & Class			\$440,940	6/20/2013	\$401,508	\$39,432																								
173	-	Albuquerque Lavaland ES - Library			\$63,756	6/20/2013	\$48,289	\$15,467																								
122	-	Gallup Stagescoach ES - Stagescoach ES			\$675,707	6/20/2013	\$942,639	(\$266,932)																								
328	-	Gallup Navajo Pine HS - Navajo Pine HS			\$1,304,587	6/20/2013	\$1,269,606	\$34,981																								
230	-	Las Cruces Alameda ES - Alameda			\$274,800	6/20/2013	\$960,000	(\$685,200)																								
64	-	Roswell Mountain View MS - Total TPO			\$287,820	6/20/2013	\$287,820	\$0																								
625	-	West Las Vegas WLV HS - Band/Shop Building			\$140,800	6/20/2013	\$185,000	(\$44,200)																								
57	-	Silver La Plata MS - Building Core			\$292,474	6/20/2013	\$216,000	\$76,474																								
316	-	Deming Bell Elementary School - Bell Elementary School			\$0	6/20/2013	\$450,000	(\$450,000)																								
	-	Grants Mesa View ES - Gym			\$0	6/20/2013	\$100,899	(\$100,899)																								
					\$7,141,612		\$8,629,595	-\$1,487,983																								
									\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,141,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
									\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,141,612	\$0	\$0	\$0	\$0	\$0	\$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%														
FY15 AWARDS SCENARIO				Phase 1	Phase 2	Total	Certification Date(s)	Certified				2011_Q3	2011_Q4	2012_Q1	2012_Q2	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	2016_Q3	2016_Q4	2017_Q1	2017_Q2	2017_Q3	2017_Q4	2018_Q1	2018_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	\$0	\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
												\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
												\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

																		Scenario (3) Ph. 2 70% Yr. 2				Scenario (3) Ph. 2 30% Yr. 3												
																		70%				30%												
FY16 AWARDS SCENARIO		Phase 1	Phase 2	Total	Certification Date(s)	Certified	2011_Q3	2011_Q4	2012_Q1	2012_Q2	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	2016_Q3	2016_Q4	2017_Q1	2017_Q2	2017_Q3	2017_Q4	2018_Q1	2018_Q2
		SB Design	\$13,500,000	\$13,500,000																			\$13,500,000											
		SB Construction		\$126,500,000																														
		SB Roofs		\$10,000,000																			\$10,000,000											
				\$150,000,000		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	
							\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	
																							\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	
																							\$23,500,000	\$0	\$0	\$0	\$88,550,000	\$0	\$0	\$37,950,000	\$0	\$0	\$0	

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PSCOC 2013-2014 STANDARDS-BASED CAPITAL OUTLAY AWARDS
Awards Subcommittee Recommendations (July 17, 2013)

	NMCI Rank	Weighted NMCI	District	School	Award Language	Maint. Reqmnts ²	Total Project Cost	Total Project Cost To Adequacy	Phase Request	Local Match %	State Match %	Phase Request Local Match	Phase Request State Match	Offset ¹	Advance	Phase Request Net Local Match	Phase Request Net State Match	
1	3	84.78%	Deming	Deming Intermediate School	Planning and design to build new intermediate school on a new site to adequacy for a core capacity of 450 students, and classrooms for 350 students, grade 6. Award includes demolition of existing intermediate school facilities. Student capacity will be established following final determination of the proposed Columbus charter school, but no later than the 2013 PEC decision.	FM	\$17,700,000	\$16,300,000	\$1,630,000	29%	71%	\$472,700	\$1,157,300	\$0	\$0	\$472,700	\$1,157,300	1
2	8	77.11%	NMSBVI	Quimby Gymnasium	Planning and design to renovate Quimby Gym to adequacy for 70 students, grades K-12. The NMSBVI 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.	FM	\$1,844,015	\$1,844,015	\$184,402	50%	50%	\$92,201	\$92,201	\$0	\$0	\$92,201	\$92,201	2
3	10	71.33%	Lordsburg	Lordsburg HS	Educational specifications and district-wide utilization study to renovate/replace various facilities at the high school to adequacy for 160 students, grades 9-12. Utilization study shall explore options for consolidation of Southside ES (3rd & 4th grades with wNMCI rank of #18) with Central ES (5th & 6th with wNMCI rank of #2) for a 3rd through 5th grade configurations with 6th grade moved to the newly renovated Dugan-Turango MS. Based on the feasibility of the consolidation, the district should apply for renovations of the existing Central ES in a future award cycle and include disposal of the Southside ES school site and the old abandoned high school. Future out-of-cycle construction funding may consider advance/partial waiver of local share.	PM, FM	\$11,000,000	\$11,000,000	\$100,000	65%	35%	\$65,000	\$35,000	\$0	\$0	\$65,000	\$35,000	3
24	12 & 34	67.53% & 50.87%	Central	Grace B Wilson ES & Ruth N Bond ES	Educational specifications and utilization/infrastructure study to renovate/replace existing facilities, combining the K-3 grade students from Ruth N Bond ES with the 4-6 grade students from Grace B Wilson ES into a single school on the Ruth N Bond site. The district may return for out-of-cycle planning and design funds to replace the facilities to adequacy for 715 students grades K-6, based on the outcome of the study and approval of consolidation by the district School Board and by the Public Education Department. The district is required to update their Facility Master Plan to reflect the new grade configurations at the elementary schools.	PM, FM, FMAR, REPORT	\$25,000,000	\$25,000,000	\$100,000	39%	61%	\$39,000	\$61,000	\$0	\$0	\$39,000	\$61,000	24
4	20	60.45%	Mesa Vista	Ojo Caliente ES	Planning and design, including campus-wide educational specifications and utilization/infrastructure study to renovate/replace the existing facilities to adequacy for 135 students, grades K-8.	FM, REPORT	\$7,000,000	\$7,000,000	\$700,000	54%	46%	\$378,000	\$322,000	\$0	\$0	\$378,000	\$322,000	4
5	21	59.02%	Reserve	Reserve Combined School	Educational specifications to renovate/replace various facilities at the combined school to adequacy for 140 students, grades K-12. Future out-of-cycle design and construction funding may consider advance/partial waiver of local share upon passing a bond to bring to practical capacity and meeting eligibility requirements. An advance of the local share for the phased request is authorized and shall be repaid within a 4 year period. Offset carryforward of \$195,763 shall be applied to a future award.	PM, FM, FMAR, REPORT	\$8,700,000	\$8,700,000	\$50,000	84%	16%	\$42,000	\$8,000	\$8,000	\$50,000	\$0	\$50,000	5
6	24	57.40%	Grants	Los Alamos MS	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.	FMAR	\$25,816,453	\$20,830,000	\$100,000	26%	74%	\$26,000	\$74,000	\$0	\$0	\$26,000	\$74,000	6
7	30	53.41%	Roswell	Parkview Early Literacy	Planning and design, including educational specifications, to construct new addition and to renovate existing facilities to adequacy for 350 3&4-year-old DD students.	-	\$10,500,000	\$10,500,000	\$1,050,000	28%	72%	\$294,000	\$756,000	\$28,000	\$0	\$322,000	\$728,000	7

PSCOC 2013-2014 STANDARDS-BASED CAPITAL OUTLAY AWARDS
Awards Subcommittee Recommendations (July 17, 2013)

	NMCI Rank	Weighted NMCI	District	School	Award Language	Maint. Reqmnts ²	Total Project Cost	Total Project Cost To Adequacy	Phase Request	Local Match %	State Match %	Phase Request Local Match	Phase Request State Match	Offset ¹	Advance	Phase Request Net Local Match	Phase Request Net State Match	
8	36	50.63%	Albuquerque	Marie Hughes ES	Planning and design for classroom addition to replace existing portables, renovation/expansion of existing cafeteria and kitchen, and related site improvements to adequacy for 600 students, grades K-5.	PM, FMAR	\$8,475,010	\$8,475,010	\$847,501	45%	55%	\$381,375	\$466,126	\$0	\$0	\$381,375	\$466,126	8
9	41	48.41%	Hobbs	New Elementary School	Planning and design, including district-wide educational specifications, to construct a new elementary school to adequacy for 450 students, grades K-5, including 79 3&4-year-old DD students from Jenkins-Nunan Center (125.45% wNMCI).	PM, FM	\$16,128,870	\$16,128,870	\$1,612,887	46%	54%	\$741,928	\$870,959	\$0	\$0	\$741,928	\$870,959	9
10	41	48.41%	Hobbs	Broadmoor ES	Planning and design to demolish existing facilities and construct new two story elementary school to adequacy for up to 400 students, grades K-5. Student population shall be based upon the district-wide educational specifications, utilization, and validation of growth.	PM, FM	\$14,440,157	\$14,440,157	\$1,444,016	46%	54%	\$664,247	\$779,768	\$0	\$0	\$664,247	\$779,768	10
11	45	46.27%	Central	Newcomb HS	Utilization study to renovate existing facilities and reduce gross square footage to adequacy. The utilization study should include an examination of Newcomb ES and the possible utilization of the relatively new Newcomb MS as the location for Newcomb ES. The newly renovated Newcomb HS could be repurposed to house both the MS and the HS. The district may return for out-of-cycle planning and design funds to renovate the high school facilities to adequacy for 237 students grades 9-12; the district is also encouraged to apply for an award for Newcomb ES in a future award cycle, based on the outcome of the study. The district will be required to update their Facility Master Plan to reflect the new grade configurations at the schools.	PM, FM, FMAR, REPORT	\$11,911,896	\$11,911,896	\$100,000	39%	61%	\$39,000	\$61,000	\$0	\$0	\$39,000	\$61,000	11
12	47	46.09%	Silver - State Charter	Aldo Leopold Charter School	The PSCOC shall first determine availability of existing facilities at the Silver Consolidated School District that meet the programmatic needs of the charter. If none are available, then this award is for early planning, update of educational specifications, and feasibility study to consider various sites, funding requirements and financing options to construct or acquire publicly-owned facilities for 210 students, grades 6-12.	PM, FMAR	\$9,000,000	\$9,000,000	\$50,000	53%	47%	\$26,500	\$23,500	\$0	\$0	\$26,500	\$23,500	12
13	49	45.34%	Albuquerque	Arroyo del Oso ES	Planning, design and construction to renovate and expand administration area, including drainage improvements to adequacy for 420 students, grades K-5.	PM, FMAR	\$1,022,122	\$1,022,122	\$1,022,122	45%	55%	\$459,955	\$562,167	\$562,167	\$0	\$1,022,122	\$0	13
14	54	44.13%	Gallup	Ramah ES	Planning and design to replace the facilities to adequacy for 190 students, grades K-5; award includes demolition of old Ramah HS to accommodate new construction, and demolition of the existing Ramah ES once construction is complete. The district must update their priority listing in their 5 year FMP and have school board approval.	PM, FM, FMAR, REPORT	\$9,467,853	\$9,119,265	\$911,927	19%	81%	\$173,266	\$738,660	\$0	\$0	\$173,266	\$738,660	14
15	61	41.92%	Farmington	Northeast ES	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.	-	\$12,700,000	\$12,700,000	\$1,270,000	40%	60%	\$508,000	\$762,000	\$0	\$0	\$508,000	\$762,000	15
16	75	38.58%	NMSBVI	Sacramento Dormitory	Planning and design to replace the Sacramento Dormitory with cottage-style facilities, including demolition of the existing facilities. NMSBVI must justify demand of both daytime and permanent residential students for utilization of all 41 residential post-project rooms for both post-school preparation expanded core and other necessary residential space that may include school support functions. Local share for educational space and school support space will be determined by the completion of the design phase. The NMSBVI 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.	FM	\$2,294,411	\$2,294,411	\$229,441	50%	50%	\$114,721	\$114,721	\$0	\$0	\$114,721	\$114,721	16

PSCOC 2013-2014 STANDARDS-BASED CAPITAL OUTLAY AWARDS
Awards Subcommittee Recommendations (July 17, 2013)

	NMCI Rank	Weighted NMCI	District	School	Award Language	Maint. Reqmnts ²	Total Project Cost	Total Project Cost To Adequacy	Phase Request	Local Match %	State Match %	Phase Request Local Match	Phase Request State Match	Offset ¹	Advance	Phase Request Net Local Match	Phase Request Net State Match	
17	76	38.53%	Albuquerque	Collet Park ES	Planning, design and construction for kindergarten classroom addition, renovation of existing spaces, renovation/expansion of administration area, and upgrade of dining and kitchen areas to adequacy for 375 students, grades K-5.	PM, FMAR	\$5,028,217	\$5,028,217	\$5,028,217	45%	55%	\$2,262,698	\$2,765,519	\$1,981,248	\$0	\$4,243,946	\$784,271	17
18	77	38.40%	Belen	Rio Grande ES	Educational specifications and utilization/infrastructure study to renovate/replace existing facilities to adequacy for 410 students, grades 3&4-year-old DD through 6th. The district may return for out-of-cycle planning and design funds. Prior to expenditure of PSCOC funds, the district must submit a corrective action plan to address audit findings.	FM, FMAR	\$16,027,945	\$16,027,945	\$100,000	37%	63%	\$37,000	\$63,000	\$37,000	\$0	\$74,000	\$26,000	18
19	78	38.23%	Gadsden	New Elementary School	Planning and design to construct new elementary school to adequacy in the Chaparral area to relieve overcrowding, with design capacity for a core of 550 students, and classrooms for 250 students, grades K-6.	-	\$19,107,485	\$16,500,000	\$1,650,000	13%	87%	\$214,500	\$1,435,500	\$0	\$0	\$214,500	\$1,435,500	19
20	78	38.23%	Gadsden	Chaparral ES	Planning and design to add new classroom addition to replace barracks and portables, and renovate existing school to adequacy for 550 students, grades K-6. The wNMCI of the existing school will be 34.69% following removal of overcrowding with the construction of the new school.	-	\$14,745,046	\$14,745,046	\$1,474,505	13%	87%	\$191,686	\$1,282,819	\$0	\$0	\$191,686	\$1,282,819	20
21	86	37.16%	Albuquerque	Atrisco ES	Planning and design for classroom addition to replace classroom pods and replacement of the cafeteria/kitchen building, including demolition of existing spaces, to adequacy for 350 students, grades K-5. Prior to design, a site master plan must be completed and approved by PSFA.	PM, FMAR	\$9,854,453	\$9,854,453	\$985,445	45%	55%	\$443,450	\$541,995	\$0	\$0	\$443,450	\$541,995	21
22	91	36.68%	NMSBVI	Recreation / Ditzler Auditorium	Planning and design to renovate Ditzler Auditorium to adequacy and to renovate existing Library Building to accommodate the relocation of the Instructional Resource Center (IRC). The award also includes demolition of existing IRC building (Bert Reeves Learning Center-11,367sf) thus reducing the campus square footage footprint. Local share for educational space and school support space will be determined by the completion of the design phase. The NMSBVI 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.	FM	\$4,116,993	\$4,116,993	\$411,699	50%	50%	\$205,850	\$205,850	\$0	\$0	\$205,850	\$205,850	22
23	99	34.59%	Farmington	Hermosa MS	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.	-	\$10,200,000	\$10,200,000	\$1,020,000	40%	60%	\$408,000	\$612,000	\$0	\$0	\$408,000	\$612,000	23
			15	24			\$272,080,926	\$262,738,400	\$22,072,161			\$8,281,076	\$13,791,085	\$2,616,415	\$50,000	\$10,847,491	\$11,224,670	

NOTES:

¹ Includes potential offsets from 2013 direct appropriations which were subject to district acceptance by June 1, 2013.

² Maintenance Requirements - See also 2013-2014 Standards Based Capital Awards Maintenance Status Report for specific details:

PM The District shall execute and maintain an effective Preventive Maintenance Plan which shall be updated annually.
FM FIMS enhancements and/or improvements required. The District must work with PSFA in the advancement of their continued FIMS use.
FMAR The District shall achieve score of satisfactory (70.1% or better) at each school.
REPORT The District shall report to the PSCOC every 6 months on their maintenance operations.

PSCOC 2013-2014 STANDARDS-BASED ROOF APPLICATIONS
Awards Subcommittee Recommendations (July 17, 2013)

	NMCI Rank	RCIA Score	District	School	Facility	Maint. Reqmnts ²	Roof SF	Total Project Cost	Cost/SF	Local Match %	State Match %	Local Match	State Match	Offset ¹	Net Local Match	Net State Match	
1	N/A	-	Mesa Vista ³	District-wide	Various	FM, REPORT	35,530	\$250,000	\$7.04	54%	46%	\$135,000	\$115,000	\$0	\$135,000	\$115,000	1
2	59	117	Gallup	Crownpoint HS	Crownpoint HS	PM, FM, FMAR, REPORT	74,472	\$1,582,530	\$21.25	19%	81%	\$300,681	\$1,281,849	\$0	\$300,681	\$1,281,849	2
3	392	115	Gadsden	Santa Teresa High School	STHS Vocational Building	-	14,360	\$287,200	\$20.00	13%	87%	\$37,336	\$249,864	\$0	\$37,336	\$249,864	3
4	563	110	Los Lunas	Katherine Gallegos ES	Main Building Entry & Gym	FMAR	6,012	\$122,985	\$20.46	24%	76%	\$29,516	\$93,469	\$24,000	\$53,516	\$69,469	4
5	169	107	Las Vegas City	Robertson HS	Library and Media Building, Arts Building, Quintana Building,	PM, FM, FMAR, REPORT	14,107	\$298,523	\$21.16	39%	61%	\$116,424	\$182,099	\$182,099	\$298,523	\$0	5
6	517	106	Pecos	Pecos ES	Entire Roof	PM, FM	71,595	\$1,566,141	\$21.88	57%	43%	\$892,700	\$673,441	\$137,213	\$1,029,913	\$536,228	6
7	506	106	Tularosa	Tularosa Intermediate School	Main Building	FM, FMAR, REPORT	27,863	\$535,131	\$19.21	27%	73%	\$144,485	\$390,646	(\$74,000)	\$70,485	\$464,646	7
8	14	101	Alamogordo	High Rolls ES	Old Building (1923)	PM	7,335	\$150,000	\$20.45	34%	66%	\$51,000	\$99,000	(\$50,100)	\$900	\$149,100	8
9	241	101	Gadsden	Mesquite Elementary School	Library Media Center	-	18,762	\$375,240	\$20.00	13%	87%	\$48,781	\$326,459	\$0	\$48,781	\$326,459	9
10	143	99	Tularosa	Tularosa Middle School	Cafeteria	FM, FMAR, REPORT	9,924	\$132,025	\$13.30	27%	73%	\$35,647	\$96,378	\$0	\$35,647	\$96,378	10
11	658	97	Grants	San Rafael ES	San Rafael ES	FMAR	23,219	\$502,345	\$21.64	26%	74%	\$130,610	\$371,735	\$0	\$130,610	\$371,735	11
12	677	97	Grants	Milan ES	Milan ES-old gym&class	FMAR	28,312	\$595,865	\$21.05	26%	74%	\$154,925	\$440,940	\$0	\$154,925	\$440,940	12
13	173	95	Albuquerque	Lavaland ES	Library	PM, FMAR	3,312	\$115,920	\$35.00	45%	55%	\$52,164	\$63,756	\$0	\$52,164	\$63,756	13
14	122	86	Gallup	Stagecoach ES	Stagecoach ES	PM, FM, FMAR, REPORT	61,239	\$834,206	\$13.62	19%	81%	\$158,499	\$675,707	\$0	\$158,499	\$675,707	14
15	328	86	Gallup	Navajo Pine HS	Navajo Pine HS	PM, FM, FMAR, REPORT	75,793	\$1,610,601	\$21.25	19%	81%	\$306,014	\$1,304,587	\$0	\$306,014	\$1,304,587	15
16	230	83	Las Cruces	Alameda ES	Alameda ES	PM, FMAR	31,979	\$603,750	\$18.88	36%	64%	\$217,350	\$386,400	\$111,600	\$328,950	\$274,800	16
17	64	83	Roswell	Mountain View MS	Entire Roof Repairs	-	61,111	\$399,750	\$6.54	28%	72%	\$111,930	\$287,820	\$0	\$111,930	\$287,820	17
18	625	82	West Las Vegas	WLV HS	Band/Shop Building	PM, FM, FMAR, REPORT	14,834	\$250,000	\$16.85	28%	72%	\$70,000	\$180,000	\$39,200	\$109,200	\$140,800	18
19	583	68	Silver	La Plata MS	Building Core	PM, FMAR	50,439	\$622,286	\$12.34	53%	47%	\$329,812	\$292,474	\$0	\$329,812	\$292,474	19
			14	19			630,198	\$10,834,498	\$18.52			\$3,322,874	\$7,511,624	\$370,012	\$3,692,886	\$7,141,612	

APPLICATIONS UNFUNDED AT THIS TIME																	
	NMCI Rank	RCIA Score	District	School	Facility	Maint. Reqmnts ²	Roof SF	Total Project Cost	Cost/SF	Local Match %	State Match %	Local Match \$	State Match \$	Offset ¹	Net Local Match	Net State Match	
1	318	44	Deming	Bell Elementary School	Bell Elementary School	FM	32,100	\$ 625,000	\$ 19.47	29%	71%	\$ 181,250	\$ 443,750	\$ -	\$ 181,250	\$ 443,750	1

¹ Include offsets from 2013 direct appropriations which were subject to district acceptance by June 1, 2013.

² Maintenance Requirements - See also 2013-2014 Standards Based Capital Awards Maintenance Status Report for specific details:
PM The District shall execute and maintain an effective Preventive Maintenance Plan which shall be updated annually.
FM FIMS enhancements and/or improvements required. The District must work with PSFA in the advancement of their continued FIMS use.
FMAR The District shall achieve score of satisfactory (70.1% or better) at each school
REPORT The District shall report to the PSCOC every 6 months on their maintenance operations.

³ This award replaces the 2012-2013 roof award, for which the District did not have local match funds available to complete.

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
2013 – 2014 PSCOC Awards - Additional Conditions
July 25, 2013

Standards-Based Capital Outlay Projects

Standards-Based Project Awards

The PSCOC approved capital outlay project awards under the standards-based capital outlay process to the districts set out in the award spreadsheet for the purposes and in the amounts specified, including any special conditions contained in the award language for each school (see attached). Each allocation is intended to fully complete the project, phase, or specified purpose. All projects involving renovation shall reduce the wNMCI by one-third or greater. Out-of-cycle design or construction funding may be considered at any future regularly scheduled PSCOC meeting upon completion of early planning, construction documents or equivalent PSFA phase approval and conformance with all contingencies. All project designs shall include evaluation of potential energy, maintenance and other operational costs of new, renovated or other adjacent underutilized facilities based on established standard averages. Actual energy costs will be validated with the post occupancy evaluation.

Standards-Based Roof Awards

The PSCOC approved capital outlay project awards under the standards-based capital outlay process to the districts set out in the award spreadsheet for the purposes and in the amounts specified (see attached). Each allocation is intended to fully complete the project, phase, or specified purpose. PSFA shall administer these projects to ensure their completion by December 31, 2014; the PSFA director has authority to cancel projects that are not expected to be complete by the December 31, 2014 date, subject to PSCOC approval of project extension upon appeal.

Standard Contingencies to All Awards

The PSCOC approval of the awards is contingent upon acceptance by the districts through execution of the required documents between the PSFA and the district, which contain the detailed project description set before the Council, the roles and responsibilities of the parties, phasing schedules and direct payment options. These awards are further contingent on the following:

- Project amounts set aside for potential Out-of-Cycle include anticipated state share amount of a project or phase which requires the district to perform specific actions set out in the project descriptions and to bring back a request for funding for further consideration by the Council. Future awards may be contingent on district audit status and other conditions which may be deemed by the Council as necessary to ensure the prudent and appropriate use of capital funds. Future awards may also include funds to conduct post

occupancy evaluations of projects, as appropriate, to ensure that maximum benefit is gained for the dollars expended.

- All districts receiving awards must have a completed audit for FY12 submitted to the State Auditor's Office prior to expenditure of PSCOC-awarded funds, and will have a corrective action plan in place to address audit findings. PSFA may, as directed by the PSCOC, assume direct administration of all projects from districts with serious findings in regard to expenditures or management of capital outlay funds.
- The district shall execute and maintain an effective preventive maintenance (PM) program, as prescribed in their PSCOC approved PM plan (which shall be reviewed and updated annually by the district to ensure a Facility Maintenance Assessment Report (FMAR) score of satisfactory (70.1% or better) at each school), and effectively utilize all Facility Information Management System (FIMS) modules—Maintenance Direct (MD), Preventive Maintenance Direct (PMD), and Utility Direct (UD), or otherwise provide evidence of effective use of an alternate acceptable and equivalent maintenance management process.
- Prior to the Construction Documents Phase, the district must submit for PSFA approval an amendment to their maintenance plan defining how they will provide appropriate maintenance for any renovated or added facility space.
- Projects are funded only to the design capacity outlined in the award. Unless specific limitations are defined in the award, or are otherwise excepted, the Adequacy Planning Guide establishes gross square footage (GSF) boundaries, however every effort should be made to minimize overall facility footprint. The PSCOC may elect to limit participation in the renovation of any existing square footage in excess of the guidelines.
- All procurement must meet the State of New Mexico Procurement Code and rules, and the PSCOC-adopted best value guidelines.
- If existing facility disposal is required, an approved commitment from the district to PSCOC will be required prior to release of construction funding. Disposal may include demolition of the facilities or by written agreement transferring ownership of property and/or facilities. PSCOC reserves the right to recover a pro-rata share of awarded amounts for the replacement facilities if the original property or facilities are sold or used for another purpose than the award.
- The district will provide and deliver to the PSFA, within 60 days of the acceptance of the award, a project schedule, outlined in the Memoranda of Understanding (MOU) that includes, if applicable, the dates for completion of educational specifications, advertisement of RFP for design services, completion of the four design phases, advertisement for bid date, construction

start date, construction completion date, and date of occupancy or intended use. Failure to have projects completed by the scheduled deadline does not obligate the PSCOC for any increased costs due to inflation or other time related consequences.

- The MOU shall identify specific portions of the project that the district intends to build above adequacy and above the awarded design capacity, the capital and operational costs of those portions and the district funding source that will fund these costs by the district.
- Any legitimate project expenses expecting PSCOC/PSFA participation, reimbursement or credit shall be submitted and approved by PSFA in advance of the expenditure through the construction information management system (CIMS). Exception: Allowed project expenses made prior to award and submitted within 90 days of the executed MOU.
- Prior to projects' final PSFA-RASC approval and release to bid, all site infrastructure including roadways, utilities and water must be in place, under contract with specified completion time, or defined by other acceptable written agreements that include cost and completion time.
- All awards are exclusive of land acquisition costs and offsite utilities and infrastructure expenses which are the total responsibility of the district and community and will not apply to the District's matching fund requirement.
- Any lease associated with an award shall have a 50 year or equivalent minimum available term from onset of the project.
- Portable classrooms purchased from proceeds of this or previous PSCOC awards, freed by construction of permanent facilities shall, at the option of the PSFA, become the property of the PSCOC. If freed portables were purchased with district proceeds, then at PSFA's option, portables may be purchased at a fair market price and relocated by PSFA as directed by and at the expense of the PSCOC.
- On or before the 12th month following substantial completion of the project or phase, PSFA staff will schedule a review of all project expenditures that apply to both the scope of work and to the adequacy standards to insure that the overall expenditures align with the match percentages after necessary offsets and waivers as identified in the Memorandum of Understanding (MOU) for the project. Following mutual agreement on the overall and final financial project status, project balances will be reallocated by the Council. All PSCOC awards must be fully reconciled and reallocated no later than 18 months after substantial completion.

2013-2014 STANDARDS-BASED CAPITAL OUTLAY AWARDS

Maintenance Program Status Report

District	PM Plan Status	Last PM Plan Update (reqd. Annually)	MD Score Q1 2013	PMD Score Q1 2013	UD Score Q1 2013	Avg FMAR Score 2011 (sample Q4)	Avg FMAR Score 2012 (sample Q4)	Avg FMAR Score 2013 Q2	Current Maint Only Staffing % Level (actual FTE/ ASU FTE)	Comments
Alamogordo	Outdated	3/6/2012	2.25	2.25	2	80.15	No Data	63.18	86.00	Performing to 22-24-5.5 but not 5.3. PM Plan past due (3/6/12): must provide updated plan that is executable with a demonstrated improvement of seven (7) points.
Albuquerque	Current	7/27/2012	2.5	2	3	72.6	19.35	62.62	120.34	Performing to 22-24-5.5 but not 5.3. PM plan in development, due 7-27-13: must provide updated plan that is executable with a demonstrated improvement of eight (8) points. Recommend Team walkthrough self-inspections.
Belen	Current	10/1/2012	2.5	2	1.5	77.06	73.83	63.72	96.49	Performing to 22-24-5.3, but not to 22-24-5.5. Historically consistent performer in maintenance not capturing energy or utility data, non-user of Utility Direct. Business office and Supt. have been informed. Must improve maintenance performance by six (6) points.
Central	Outdated	4/13/2012	2	1.75	2	71.49	61.91	48.83	181.24	Not performing to 22-24-5.3 & 22-24-5.5. Historically good performer with recent staffing changes and significant performance decline, and current data indicates poor performance. Recommend re-establishing Maintenace programs with performance metrics, and providing an updated PM plan (past due 4-12-13) that is executable with a demonstrated improvement of 22 points.
Deming	Current	5/9/2013	1.75	2	2	No Data	No Data	No Data	107.77	Performing to 22-24-5.3 and 22-24-5.5. Recommend improved FIMS use by capturing all costs (Labor, Materials, and Contract costs). FMAR data currently not available.
Farmington	Current	10/22/2012	2.75	2	2.5	78.22	81.91	72.28	113.21	Top Performing district with several best practices identified. Performing to 22-24-5.3 and 22-24-5.5.
Gadsden	Current	10/18/2012	2.75	1.75	2.75	74.01	73.5	No Data	107.95	Consistently performing to 22-24-5.3 and 22-24-5.5. Most recent scores in the satisfactory range.
Gallup	Current	1/22/2013	2.25	1.5	1.5	77.3	52.24	47.47	113.25	Performing to 22-24-5.3, but not to 22-24-5.5. Prior performer with decline in both maintenance and reporting. Current FMARs indicate Poor Performance. Must improve FMAR scores by 23 points. Recommend site-based maintenance due to distance between sites, and re-consideration of fundamental maintenance approach.
Grants	Current	3/13/2013	2.25	1.5	2	58.64	73.44	65.89	41.64	Performing to 22-24-5.5 and 22-24-5.3. Several opportunities for improvement identified, and should improve FMAR scores by four (4) points. Recommend enhancing PM program and measurement.
Hobbs	Outdated	9/1/2009	2	1.75	2	No Data	No Data	No Data	86.21	Performing to 22-24-5.5, but not to 22-24-5.3. Must provide an updated PM plan that is executable. Current FMAR data is not available.
Las Cruces	Outdated	7/1/2011	1.75	2	2	78.82	No Data	68.90	110.00	Performing to 22-24-5.5 but not 5.3. PM plan past due (7/1/12): must provide an updated plan that is executable with a two (2) point score improvement.
Las Vegas City	Outdated	6/8/2012	1.75	1.5	2	No Data	43.16	65.80	123.00	Performing to 22-24-5.5 but not 5.3. PM plan past due (7/1/12): must provide an updated plan that is executable with a demonstrated improvement of five (5) points.
Lordsburg	Outdated	9/30/2009	1.5	2	1.5	No Data	No Data	No Data	100.00	Not performing to 22-24-5.3 or 22-24-5.5. Must provide an updated PM plan that is executable, and improve FIMS use. FMAR not currently available.
Los Lunas	Current	7/1/2013	2.5	2.5	2	No Data	No Data	63.07	1.07	Performing to 22-24-5.5 and 22-24-5.3. Recommend enhancing PM program and measurement. Several opportunities for improvement identified, and must improve scores by seven (7) points.
Mesa Vista	Current	7/16/2012	1.5	1.5	2	No Data	71.04	No Data	0.81	Performing to 22-24-5.3, but not to 22-24-5.5. Recent change in leadership.
NMSBVI	Current	11/14/2012	1.75	2	2	81.08	No Data	No Data	2.09	Performing to 22-24-5.3 and 22-24-5.5. Recommend enhancing PM program to include capturing of all costs in FIMS system (labor, materials, contract).
Pecos	Outdated	6/1/2012	1.75	2	0.5	No Data	No Data	70.17	No Data	Performing to 22-24-5.3 and 22-24-5.5. Recommend enhancing PM program to include capturing of all costs in FIMS system (labor, materials, contract).
Reserve	Outdated	5/1/2012	1	1	2	No Data	6.32	36.63	No Data	Not performing to 22-24-5.3 or 5.5. Historic non-performer that needs substantial (34pt) performance improvement. Recommend embracing preventative maintenance and using the tools provided. Current FMARs indicate Poor performance.
Roswell	Current	10/15/2012	2.75	2.25	2.75	75.8 (2010)	77.92	72.90	1.16	Top Performing district, several best practices identified. Performing to 22-24-5.3 and 22-24-5.5.
Silver	Outdated	10/24/2011	2.25	1.75	N/A	No Data	No Data	No Data	No Data	Performing to 22-24-5.5 but not 5.3. PM plan past due (10/24/11): must provide an updated plan that is executable.
Silver - Aldo Leopold Charter	Non-existent In Development	N/A	N/A	N/A	N/A	No Data	No Data	30.24	No Data	Not performing to Statutes 22-24-5.3 or 22-24-5.5. Must provide an updated PM plan that is executable with a demonstrated improvement of 40 points.
Tularosa	Current	3/12/2013	1.75	1.5	1.5	No Data	No Data	63.91	1.20	Performing to 22-24-5.3, but not to 22-24-5.5. Must improve FMAR scores by 7 points. Current FMARs indicate Marginal Performance.
West Las Vegas	Outdated	5/16/2012	1.75	1.5	1.5	62.56	69.73	56.75	0.96	Not performing to Statutes 22-24-5.3 or 22-24-5.5. Current FMARs indicate Poorly Performance. Must provide an updated PM plan that is executable, with a demonstrated improvement of 14 points.

Legend										
PSCOC PM Planning guidelines, approval 22-24-5.3			Current	Outdated		FMAR Scoring		Staffing Level based on national benchmark study, American School and University (ASU), 2009		
PSCOC FIMS use & participation 22-24-5.5			User	Non User		Overall School Maintenance Rating		ASU Benchmark (Median)		
FIMS Modules		FIMS Scoring	Description			Outstanding		90.1% to 100%		
MD-Work Order System		0 to 1.5	Non-user or implementation stage			Good		80.1% to 90%		
PMD-PM work order Scheduling tool		1.75 to 1.99	Program development			Satisfactory		70.1% to 80		
UD-Utility Use and costing tool		2.0 to 3.0	Data Analysis and performing stage			Marginal		60.1 to 70%		
						Poor		<= 60%		
								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		

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
2013-2014 LEASE ASSISTANCE APPLICATIONS

	District	School	Charter School Renewal Dates	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/MEM ²	Maximum Allowable Lease Assist @ \$739.95/PED MEM ²	Maximum Allowable Lease Assist @ \$739.95/PED MEM ² or Adjusted Lease		
001	Albuquerque	Academy of Trades & Technology	2015	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	82,504	001	MEM
002	Albuquerque	ACE Leadership High School	2015	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	210,886	211,256	211,256	002	MEM
003	Albuquerque	Albuquerque Institute for Math & Science	2015	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	227,535	227,535	179,455	003	Lease
004	Albuquerque	Albuquerque School of Excellence	2015	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	227,535	227,535	004	MEM
005	Albuquerque	Albuquerque Talent Development	2018	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	102,853	98,043	98,043	005	MEM
006	Albuquerque	Alice King Community School	2016	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	238,634	006	MEM
007	Albuquerque	Amy Biehl High School	2015	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	217,545	211,996	1,155	007	Lease
008	Albuquerque	Bataan Military Academy	2015	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	85,464	85,464	008	MEM
009	Albuquerque	Cesar Chavez	2014	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	149,470	009	MEM
010	Albuquerque	Christine Duncan's Heritage Academy	2016	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	81,025	81,025	010	MEM
011	Albuquerque	Cien Aguas International School	2014	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	190,907	190,907	181,275	011	Lease
012	Albuquerque	Coral Community School	2017	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	35,518	36,258	36,258	012	MEM
013	Albuquerque	Corrales International School	2018	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	161,309	161,679	161,679	013	MEM
014	Albuquerque	Cottonwood Classical Preparatory School	2018	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	401,053	391,804	391,804	014	MEM
015	Albuquerque	Creative Education Prep. Institute #1	2014	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	129,491	128,011	128,011	015	MEM
016	Albuquerque	Digital Arts and Technology Academy HS	2015	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	221,245	221,615	221,615	016	MEM
017	Albuquerque	East Mountain High School	2015	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	269,712	269,712	017	MEM
018	Albuquerque	El Camino Real Academy	2018	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	259,352	018	MEM
019	Albuquerque	Gilbert L. Sena Charter H.S.	2014	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	131,341	019	MEM
020	Albuquerque	Gordon Bernell Charter School	2018	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	452,109	453,589	167,427	020	Lease
021	Albuquerque	Horizon Academy West	2018	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	321,138	320,768	320,768	021	MEM
022	Albuquerque	La Academia de Esperanza	2015	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	262,682	258,613	258,613	022	MEM
023	Albuquerque	La Promesa Charter School	2015	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	216,435	023	MEM
024	Albuquerque	La Resolana Leadership Academy	2014	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	52,536	52,536	024	MEM
025	Albuquerque	Los Puentes	2015	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	147,250	025	MEM
026	Albuquerque	Media Arts Collaborative Charter School	2018	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	130,231	026	MEM
027	Albuquerque	Mission Achievement and Success	2017	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	80,655	80,285	80,285	027	MEM
028	Albuquerque	The Montessori Elementary School	2015	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	279,331	028	MEM
029	Albuquerque	Montessori of the Rio Grande	2014	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	146,510	116,891	116,891	029	Lease
030	Albuquerque	Mountain Mahogany Community	2015	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	151,690	151,320	106,441	030	Lease
031	Albuquerque	Native American Community Academy	2016	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	281,181	277,851	167,800	031	Lease
032	Albuquerque	New America School	2014	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	318,179	318,548	318,548	032	MEM
033	Albuquerque	NM International School	2016	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	110,993	96,194	96,194	033	MEM
034	Albuquerque	North Valley Academy	2016	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	349,996	349,996	034	MEM
035	Albuquerque	Nuestros Valores Charter School	2016	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	85,834	83,866	85,834	035	Lease
036	Albuquerque	Public Academy for Performing Arts	2016	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	270,082	270,082	267,673	036	Lease
037	Albuquerque	Ralph J. Bunche Academy	2014	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	76,955	76,955	60,100	037	Lease
038	Albuquerque	Robert F. Kennedy Charter High School	2016	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	145,030	157,979	135,472	038	Lease
039	Albuquerque	Sage Montessori Charter School	2017	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	104,333	104,333	039	MEM
040	Albuquerque	SIATech (School for Integrated Academics &	2014	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	221,245	221,245	21,600	040	Lease
041	Albuquerque	South Valley Academy	2015	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	240,484	180,918	180,918	041	MEM
042	Albuquerque	South Valley Preparatory School	2015	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	108,773	108,773	91,362	042	Lease
043	Albuquerque	Southwest Aeronautics, Mathematics and Science	2017	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	202,006	202,006	043	MEM
044	Albuquerque	SW Intermediate Learning Center	2015	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	82,874	83,244	83,244	044	MEM
045	Albuquerque	SW Primary Learning Center	2015	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	77,695	77,695	045	MEM
046	Albuquerque	SW Secondary Learning Center	2015	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	207,186	207,186	046	MEM
047	Albuquerque	The Albuquerque Sign Language Academy	2015	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	51,057	51,057	047	MEM
048	Albuquerque	The GREAT Academy	2017	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	153,910	124,312	124,312	048	MEM
049	Albuquerque	The International School at Mesa del sol	2014	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	195,347	194,977	194,977	049	MEM
050	Albuquerque	⁴ The Learning Community Charter School	2016	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	132,081	132,821	132,821	050	MEM
051	Albuquerque	Tierra Adentro	2015	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	148,730	148,360	140,280	051	Lease
052	Albuquerque	21 st Century Public Academy	2015	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	179,068	178,698	170,184	052	Lease
053	Albuquerque	William W. & Josephine Dorn Charter Community	2017	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	7,769	053	MEM
054	Aztec	Mosaic Academy																					

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
2013-2014 LEASE ASSISTANCE APPLICATIONS

	District	School	Charter School Renewal Dates	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/MEM ²	Maximum Allowable Lease Assist @ \$739.95/PED MEM ²	Maximum Allowable Lease Assist @ \$739.95/PED MEM ² or Adjusted Lease		
069	Jemez Valley	San Diego Riverside	2014	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	69,555	68,445	43,529	069	Lease
070	Jemez Valley	Walatowa High Charter School	2017	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	49,577	49,207	46,201	070	Lease
071	Las Cruces	Alma d'arte Charter HS	2014	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	139,111	139,111	138,619	071	MEM
072	Las Cruces	Families and Youth Inc./Las Montanas Charter school	2013	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	175,368	175,738	175,738	072	Lease
073	Las Cruces	John Paul Taylor Academy	2016	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	146,510	129,491	129,491	073	Lease
074	Las Cruces	La Academia Dolores Huerta	2014	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	98,043	98,043	95,596	074	Lease
075	Las Cruces	New America School-Las Cruces	2017	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	184,988	170,189	170,189	075	MEM
076	Los Lunas	School of Dreams Academy	2014	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	224,945	224,945	076	MEM
077	Moriarty	Estancia Valley Classical Academy	2017	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	217,545	202,746	202,746	077	Lease
078	Questa	Red River Valley Charter	2016	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	50,317	51,057	49,868	078	MEM
079	Questa	Roots & Wings Community School	2016	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	36,998	35,148	32,060	079	MEM
080	Rio Rancho	The ASK Academy	2015	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	122,092	080	MEM
081	Roswell	Sidney Gutierrez Middle School	2014	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	48,097	47,727	31,524	081	Lease
082	Santa Fe	Monte del Sol Charter school	2015	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	276,001	276,001	251,069	082	Lease
083	Santa Fe	New Mexico School for the Arts	2014	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	136,151	137,631	137,631	083	MEM
084	Santa Fe	The Academy for Technology & the Classics	2015	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	267,492	267,492	255,346	084	Lease
085	Santa Fe	The MASTERS Program	2015	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	115,432	115,432	91,486	085	Lease
086	Santa Fe	Tierra Encantada Charter High School	2015	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	163,529	163,159	151,067	086	MEM
087	Santa Fe	Turquoise Trail Charter School	2015	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	344,077	344,447	324,620	087	Lease
088	Silver	Aldo Leopold High School	2015	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	60,676	088	Lease
089	Socorro	Cottonwood Valley Charter School	2015	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	125,792	125,792	120,947	089	Lease
090	Taos	Anansi Charter School	2016	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	84,354	84,354	090	Lease
091	Taos	Taos Academy Charter School	2014	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	121,352	121,352	120,000	091	MEM
092	Taos	Taos Integrated School for the Arts	2015	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	105,073	092	Lease
093	Taos	Taos Municipal Charter School	2015	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	157,609	157,609	142,100	093	MEM
094	Taos	Vista Grande High School	2017	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	56,976	57,346	45,814	094	Lease
095	West Las Vegas	Rio Gallinas School	2017	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	124,312	66,596	66,596	095	MEM
096	Albuquerque	Health Leadership High School	2018	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	81,395	81,395	096	Lease
097	Penasco	La Jicarita	2017	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	38,477	097	Lease
098																						098	MEM
099																						099	MEM
100																						100	MEM
TOTAL / AVERAGE		97		52	91		47	50	2,448,002	45,804	175,528	2,669,334	20,757.0	12,474	19,344,549	9.92	97,276	17,497,582	15,814,951	15,359,142	12,963,756		

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 Lease Trends

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)

⁴School 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)

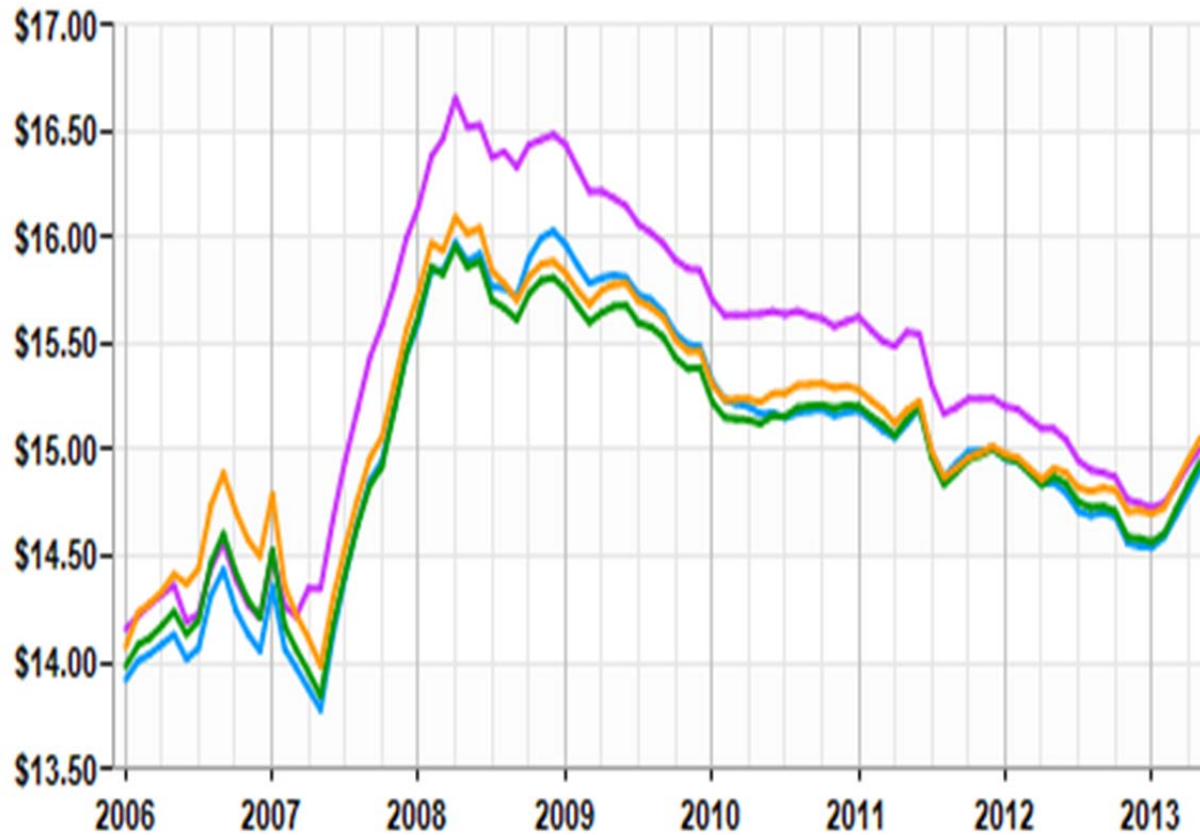
STATISTICS:

# Lease Reimbursements Limited by MEM	54
# Lease Reimbursements Limited by Lease	43
% Actual Lease vs. Reimbursement	67.02%

	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

Office Property Asking Rent - Lease Trends

Asking Rent Office for Lease Albuquerque, NM (\$/SF/Year)



State Metro County City



The average asking rental rate per sq ft/year for Office properties in Albuquerque, NM as of May 13 was \$180.69. This represents an increase of 2.2% compared to the prior 3 months, with an increase of +0.9% year-over-year. County-wide, average rental rates in Albuquerque are +2.3% higher at \$179.37 per sq ft/year for Office properties currently for lease.



STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
PUBLIC SCHOOL FACILITIES AUTHORITYSUSANA MARTINEZ
GOVERNORDAVID ABBEY
PSCOC CHAIRROBERT A. GORRELL
PSFA DIRECTOR

PSCOC ADDITIONAL FUNDING REQUEST

DATE: 7/12/13 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: Los Alamos Public Schools

PSCOC PROJECT #: P11-013 (If Emergency, write "Emergency")

PROJECT NAME: Los Alamos Middle School Additions and Renovations

ENROLLMENT: 538

DESIGN CAPACITY: 550

DESCRIPTION OF REQUEST: Requesting additional funds due to unknown site conditions resulting in excessive rock removal which was not identified in the original soils report.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 1,350,000.00	\$ 445,500.00	\$ 904,500.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ###/###/###	\$ -	\$ -	\$ -
4	Supplemental Award June 2012	\$ 16,613,694.86	\$ 5,482,519.30	\$ 11,131,175.56
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 17,963,694.86	\$ 5,928,019.30	\$ 12,035,675.56
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ###/###/###	\$ -	\$ -	\$ -
8	ADJUSTED TOTAL BUDGET (USES)	\$ 17,963,694.86	\$ 5,928,019.30	\$ 12,035,675.56

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 18,643,102	
10	Current Budget to Adequacy (Line 5)	\$ 17,963,695	
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 679,407	
		REQUEST	MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 455,203	67%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 224,204	33%

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:**

During the course of excavation activities at Los Alamos Middle School, the General Contractor encountered a rock field that was not properly identified in the soils report. The report only identified welded tuff as present on the site, which can commonly be removed with standard excavating equipment. However, what was encountered was a solid rock field that varied in depth from 12" to 6'+. As excavation grew across the site, the amount of rock encountered grew significantly covering more than 50% of the site. This was an unknown condition prior to the bid. The additional work was tracked with daily tickets and verified and signed by the School District. These numbers include the appropriate credits for the standard excavation that was included in the Contractor's base bid.

**PSFA STAFF
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$224,204 (33%) as requested to adequacy to complete construction. Please note the district has in place their required additional funds, totaling \$455,203 (67%).

PSFA Regional Manager

Date

PSFA Senior Facilities Manager

Date

SUBCOMMITTEE REVIEW DATE: 7/17/2013

☒ **Approve Recommendation**

☐ **Reject Recommendation**

COMMENTS: Approve as recommended.

PSFA Director

Date

PSCOC Awards Subcommittee Chair

Date

PSCOC REVIEW DATE: _____

☐ **Approve Motion**

☐ **Reject Motion**

MOTION:

ACTION:

PSCOC Additional Funding Request

P11-013 Los Alamos Middle School

	TOTAL 100%	PSCOC 33%	DISTRICT 67%
Chip, Remove & Offhaul Unanticipated			
Rock Layer and Refill	\$324,968.90	\$107,239.74	\$217,729.16
Remaining Excavation Allowance	\$50,000.00	\$16,500.00	\$33,500.00
Winter Conditions encountered due to rock delays	\$97,588.81	\$32,204.31	\$65,384.50
Increased Construction Administration time from Architect	\$65,500.00	\$21,615.00	\$43,885.00
Contingency	\$95,000.00	\$31,350.00	\$63,650.00
NMGRT (7.3215%)	\$46,349.32	\$15,295.28	\$31,054.04
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
SUBTOTAL ADD	\$679,407.03	\$224,204.32	\$455,202.71
Previous Awards	\$17,963,694.86	\$5,928,019.30	\$12,035,675.56
Additional Request	\$679,407.03	\$224,204.32	\$455,202.71
NEW PROJECT TOTAL	\$18,643,101.89	\$6,152,223.62	\$12,490,878.27

NOTES:

* Work was tracked with tickets, managed by the District. Los Alamos Schools fronted these costs in advance, to be reimbursed by State via this Additional Funding Request
* Most of the excavation is complete, some utility work to be completed. Holding \$50,000 for this additional scope in case additional rock is encountered.
* The Architect has requested additional Construction Administration time, because the project has been extended to October 31, 2013, as well as they have contributed a lot of time to managing the rock removal project, and verifying costs.
* An additional contingency of \$95,000 is a part of this request as additional impacts for extended schedule are anticipated. The portable campus is being kept into the next school year now and will need to be removed and replaced in pieces this summer.

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: 7/15/13 **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: Los Alamos Public Schools

PSCOC PROJECT #: P11-014 (If Emergency, write "Emergency")

PROJECT NAME: Aspen Elementary Additions and Renovations

ENROLLMENT: 392**DESIGN CAPACITY:** 420

DESCRIPTION OF REQUEST:	Plan, design and renovate/replace facilities to adequacy for 390 students, grades K-6.
--------------------------------	--

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 800,000.00	\$ 264,000.00	\$ 536,000.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ###/##/##	\$ -	\$ -	\$ -
4	Supplemental Award ###/##/##	\$ -	\$ -	\$ -
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 800,000.00	\$ 264,000.00	\$ 536,000.00
6	Above Adequacy Project Costs (est.)	\$ 555,652.00	\$ -	\$ 555,652.00
7	Local Match Advance ###/##/##	\$ -	\$ -	\$ -
8	ADJUSTED TOTAL BUDGET (USES)	\$ 1,355,652.00	\$ 264,000.00	\$ 1,091,652.00

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 18,021,836	
10	Current Budget to Adequacy (Line 5)	\$ 800,000	
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 17,221,836	
		REQUEST	MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 11,538,630	67%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 5,683,206	33%

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 \$5,683,206 (33%) as requested to adequacy to complete Phase II construction.
Please note the district has in place their required additional funds, totaling \$11,538,630 (67%).

PSFA Regional Manager

Date

PSFA Senior Facilities Manager

Date

SUBCOMMITTEE REVIEW DATE: 7/17/2013

☒ **Approve Recommendation**

☐ **Reject Recommendation**

COMMENTS: Approve as recommended.

--

PSFA Director

Date

PSCOC Awards Subcommittee Chair

Date

PSCOC REVIEW DATE: _____

☐ **Approve Motion**

☐ **Reject Motion**

MOTION:

--

ACTION:

--

PSCOC Additional Funding Request

P11-014 Aspen Elementary

	TOTAL 100%	PSCOC 33%	DISTRICT 67%
Previous MACC	\$13,400,000.00	\$4,422,000.00	\$8,978,000.00
MACC Increase	\$820,296.00	\$270,697.68	\$549,598.32
Alternate #1 - 3 Year Maint. Agrmnt.	\$96,300.00	\$31,779.00	\$64,521.00
NMGRT on MACC/Alt. #1	\$1,048,189.58	\$345,902.56	\$702,287.02
Additional Design Services	\$248,040.89	\$81,853.49	\$166,187.40
PAC (Performance Assurance Contractor) incl GRT	\$100,000.00	\$33,000.00	\$67,000.00
Roof Observation (<i>incl GRT</i>)	\$100,000.00	\$33,000.00	\$67,000.00
Testing/Special Inspection (<i>incl GRT</i>)	\$100,000.00	\$33,000.00	\$67,000.00
Abatement, Asbestos (<i>incl GRT</i>)	\$200,000.00	\$66,000.00	\$134,000.00
FF&E (<i>incl. GRT</i>)	\$450,000.00	\$148,500.00	\$301,500.00
Temporary Campus Costs	\$300,000.00	\$99,000.00	\$201,000.00
CMAR Preconstruction Services	\$61,445.00	\$20,276.85	\$41,168.15
Contingency	\$853,217.00	\$281,561.61	\$571,655.39
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
SUBTOTAL ADD	\$17,777,488.47	\$5,866,571.19	\$11,910,917.27
Previous Awards	\$800,000.00	\$264,000.00	\$536,000.00
Additional Request	\$17,777,488.47	\$5,866,571.19	\$11,910,917.27
NEW PROJECT TOTAL	\$18,577,488.47	\$6,130,571.19	\$12,446,917.27

NOTES:

* MACC includes increase from \$13,400,000 to \$14,220,296 due to an increased scope to replace the existing Gymnasium roof, additional site utility replacement due to discovered deteriorated condition, expansion of the temporary campus to accommodate single phase construction, upgrade to full warming kitchen and the Fire Dept/County required a fire loop across property.
* FF&E Amount was reduced by District to \$450,000 to reflect current available funding.
* District carrying 6% construction contingency due to risks associated with demolition and remodel of buildings in the 1950's era.
* cause of the District over adequacy is due to building to a 420 student capacity and a lightning protection system

Aspen Elementary School – Renovation & Replacement

PROJECT DESCRIPTION

*THE CONSTRUCTION DOCUMENTS CONTAIN INFORMATION FOR WORK AT THE ASPEN ELEMENTARY SCHOOL FOR LOS ALAMOS PUBLIC SCHOOLS. THIS PROJECT IS A TWO PART PHASED CONSTRUCTION WITH THE INITIAL CONSTRUCTION OF A TEMPORARY CAMPUS AND SOME SITE UTILITIES PRIOR TO THE PHASED CONSTRUCTION FOR THE RENOVATION AND ADDITIONS TO THE EXISTING MAIN BUILDING AND NEW TWO STORY CLASSROOM WING ADDITION. THIS PROJECT IS **DESIGNED TO EARN THE ENERGY STAR** CERTIFICATION (REFER TO SPECIFICATIONS). SEE BELOW FOR A MORE DETAILED DESCRIPTION. SEE THE CONSTRUCTION DOCUMENTS FOR THE COMPLETE SCOPE OF WORK.*

PHASE ONE:

PHASE ONE INCLUDES THE ADDITIONS AND RENOVATIONS TO THE WEST SIDE OF THE EXISTING FACILITY (AREAS 'A' & 'C'); RENOVATION OF EXISTING ADMINISTRATION SUITE, NEW COMMONS/MAIN ENTRY, EXISTING ART & LIBRARY ROOMS CONVERTED TO THE NEW CAFETERIA AND WARMING KITCHEN, MINOR RENOVATIONS AT THE EXISTING GYMNASIUM AND ITS SUPPORT SPACES, RENOVATION AT OTHER EXISTING SUPPORT SPACES AND THE BOILER ROOM (BASEMENT), AND THE ADDITION OF A NEW ART AND MUSIC ROOM. FOLLOWING IS THE LEVEL OF WORK AND CONSTRUCTION MATERIALS:

THE EXISTING BOILER ROOM IN THE BASEMENT WILL RECEIVE NEW MECHANICAL/ELECTRICAL SYSTEMS AND A NEW EXTERIOR AREA WAY FOR EGRESS.

THE EXISTING GYMNASIUM, PLATFORM, RESTROOMS ADJACENT TO THE GYM, CONCESSION STAND, AND GYM STORAGE ROOM WILL RECEIVE MINOR RENOVATIONS. WORK TO INCLUDE SOME NEW PAINTING WHERE INDICATED, SOME NEW CEILINGS WHERE INDICATED, NEW TPO ROOFING AT EXISTING LOW-SLOPED METAL DECK OVER NEW RIGID INSULATION, RECONFIGURATION OF EXISTING HVAC, EXISTING ROOF DRAIN SERVICE PIPE CONNECTIONS TO NEW UG STORM DRAIN SYSTEM, AND ELECTRICAL UPGRADES.

THE EXISTING ADMINISTRATION SUITE, NEW CAFETERIA/WARMING KITCHEN AND SURROUNDING SUPPORT SPACES WILL INCLUDE EXTENSIVE REMODEL INCLUDING NEW CONCRETE SLABS WHERE INDICATED, NEW STEEL STUD EXTERIOR WALL AT CAFETERIA WITH 3-COAT STUCCO OVER RIGID INSULATION AND BATT INSULATION, NEW EIFS COLOR-COAT AT EXISTING ADMINISTRATION AREA, (OTHER EXTERIOR FINISHES AT EXISTING AREAS TO REMAIN INCLUDE NEW STUCCO, NEW CEMENTITIOUS LAP-SIDING, OR NEW EIFS COLOR-COAT AT EXISTING EIFS), NEW EXTERIOR ALUMINUM STOREFRONT WINDOWS AND DOORS, NEW INTERIOR PARTITION WALLS, NEW INTERIOR DOORS AND WINDOWS, NEW FURRING AND FINISHES AT EXISTING WALLS TO REMAIN, NEW FLOOR FINISHES THROUGHOUT, NEW CEILINGS LAY-IN TILE CEILINGS AT ADMIN SUITE AND NEW GYP BOARD AT EXISTING CAFETERIA STRUCTURE TO ENCLOSE THE ROOF FRAMING WITH TECTUM CEILING CLOUDS, AND NEW TPO ROOFING AT EXISTING WOOD DECK OVER NEW RIGID INSULATION. NEW HVAC, PLUMBING, ELECTRICAL, AND SPECIAL SYSTEMS.

THE NEW COMMONS/MAIN ENTRY IS AN ATRIUM ADDITION WITH A MEZZANINE TO THE SECOND FLOOR FROM A NEW ELEVATOR AND STAIRS BOTH LEADING TO THE NEW TWO STORY CLASSROOM WING (SEPERATED BY A FIRE WALL). CONSTRUCTION INCLUDES CONCRETE RAFT SLAB, STEEL STUD FRAMING, WIDE FLANGE ROOF FRAMING, WIDE SPAN METAL DECK, LOW-SLOPED SHED ROOF WITH TPO ROOFING OVER RIGID INSULATION, 3-COAT STUCCO OVER RIGID INSULATION AND BATT INSULATION, EXTERIOR ALUMINUM STOREFRONT WINDOWS AND DOORS, EXPOSED DECK WITH TECTUM CEILING CLOUDS, INTERIOR GYPSUM BOARD WITH SCHEDULED FINISHES,

AND A SECOND STORY PENTHOUSE ADDITION OVER THE CAFETERIA ON CONCRETE DECKING. NEW HVAC, PLUMBING, ELECTRICAL, AND SPECIAL SYSTEMS.

THE NEW MUSIC AND ART ROOM ADDITION CONSTRUCTION INCLUDES CONCRETE SLAB ON GRADE, STEEL STUD FRAMING, WIDE FLANGE ROOF FRAMING, 3-COAT STUCCO OVER RIGID INSULATION AND BATT INSULATION, AND LOW-SLOPED ROOF WITH TPO ROOFING OVER RIGID INSULATION. NEW HVAC, PLUMBING, ELECTRICAL, AND SPECIAL SYSTEMS.

PHASE TWO:

PHASE TWO INCLUDES SITE WORK AND A NEW TWO STORY CLASSROOM WING ADDITION WITH MEDIA CENTER AND SUPPORT SPACES (AREAS 'A' & 'B'); THE NORTH SIDE OF THE CLASSROOM WING IS TWO STORY AND THE SOUTH SIDE IS SINGLE STORY. FOLLOWING IS THE LEVEL OF WORK AND CONSTRUCTION MATERIALS:

THE CLASSROOM WING IS A STEEL STRUCTURE OF TUBE STEEL COLUMNS AND WIDE FLANGE BEAMS WITH CMU SHEAR WALLS, 4" CONCRETE DECK AT THE FLOOR FRAMING AND WIDE SPAN DECK AT THE SECOND STORY AND SINGLE STORY ROOF FRAMING. EXTERIOR WALLS ARE A COMBINATION OF CMU WITH 3-COAT STUCCO OVER RIGID INSULATION, STEEL STUD FRAMING WITH 3-COAT STUCCO OVER RIGID INSULATION AND BATT INSULATION, AND STEEL STUD FRAMING WITH CEMENTITIOUS LAP-SIDING OVER RIGID INSULATION AND BATT INSULATION. LOW-SLOPED ROOFS WITH TPO OVER RIGID INSULATION. EXTERIOR ALUMINUM STORFRONT WINDOWS AND DOORS.

SITE WORK INCLUDES:

NEW ASPHALT PAVED UTILITY SERVICE YARD WITH TRANSFORMER, FIRE PROTECTION SYSTEM PUMP HOUSE, UG GREASE INTERCEPTOR, RECYCLING AND TRASH ENCLOSURES.

NEW FIRE HYDRANTS, ASPHALT PAVED FIRE ACCESS ROADS AND A BASECOARSE APPARATUS TURN-AROUND LOOP ROAD.

NEW ASPHALT PAVED AND BASECOARSE PARKING AREAS TO THE NORTH AND EAST OF THE FACILITY.

NEW RETENTION POND AND UG STORM DRAINAGE SYSTEM WITH CONNECTIONS TO ALL ROOF DRAINS AND DOWNSPOUTS.

NEW OUTDOOR PATIOS OF CONCRETE PAVING AT CAFETERIA AND ADMIN AREAS WITH NEW FURNITURE.

NEW PLAYGROUND AREAS WITH NEW AND EXISTING (RELOCATED) PLAY EQUIPEMENT, SITE FURNITURE, SHADE STRUCTURES, PLANTING AND IRRIGATION, CONCRETE PAVING, PAINTED CONCRETE AT COMPASS ROSE AND CHESS BOARD. COMPLETION OF THE LANDSCAPING WORK WILL OCCUR AFTER THE REMOVAL OF THE TEMPORARY CAMPUS. THIS INCLUDES A SEEDED SOCCER/BASEBALL FIELD (NOT TO REGULATION), SAND VOLLEYBALL COURT, AND ADDITIONAL PLANTING/IRRIGATION.

ADDITIVE ALTERNATE NO.1:

ADDITIVE ALTERNATE NO. 1 CONSISTS OF PROVIDING SOLID SURFACE COUNTERTOPS IN LIEU OF PLASTIC LAMINATE COUNTERTOPS FOR ALL NEW CASEWORK IN THE PROJECT. A DESCRIPTION OF THE SOLID SURFACE MATERIAL CAN BE FOUND IN THE MATERIAL SCHEDULE ON SHEET A610.

ASPEN ELEMENTARY SCHOOL

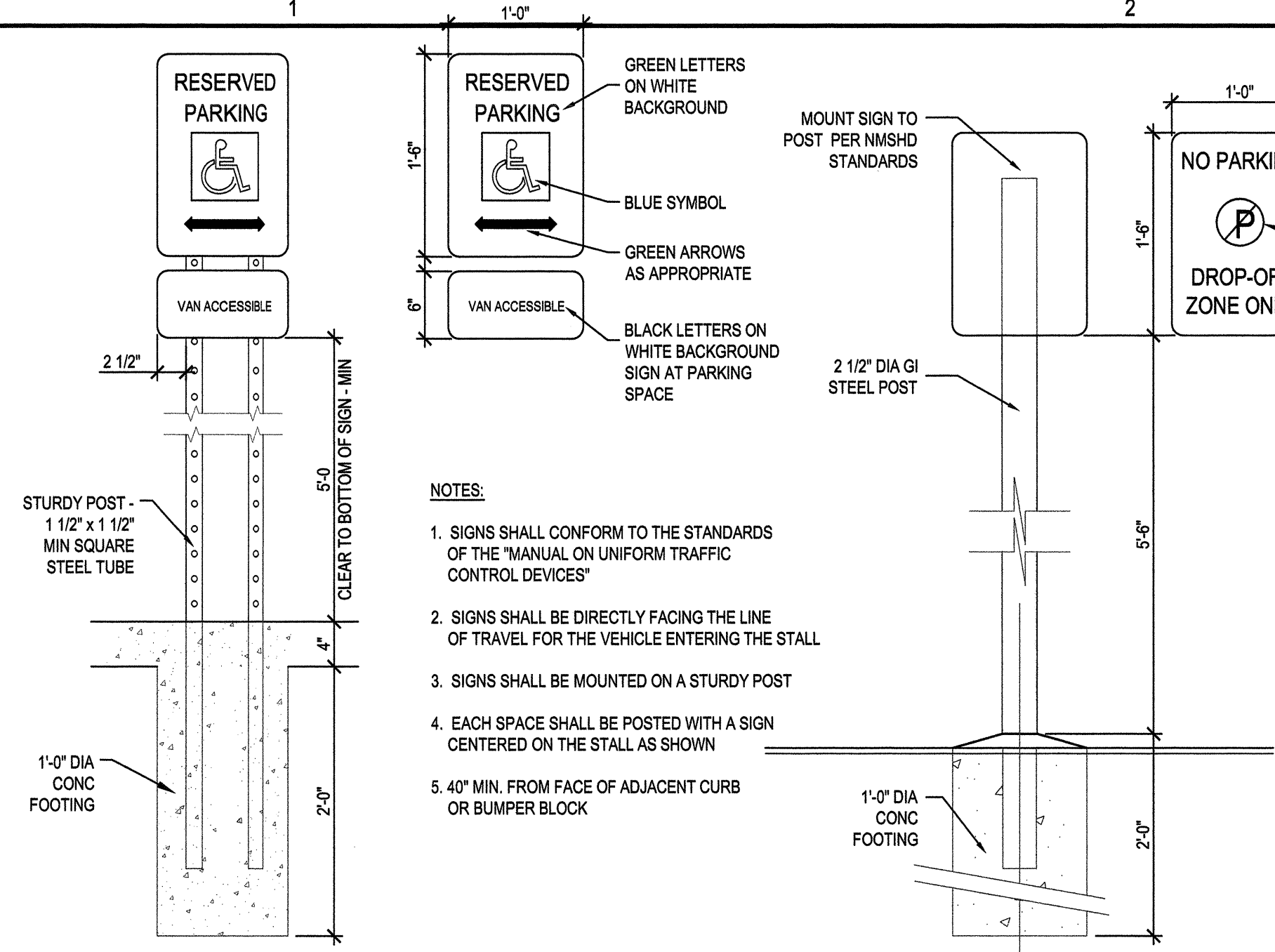


ASPEN ELEMENTARY SCHOOL

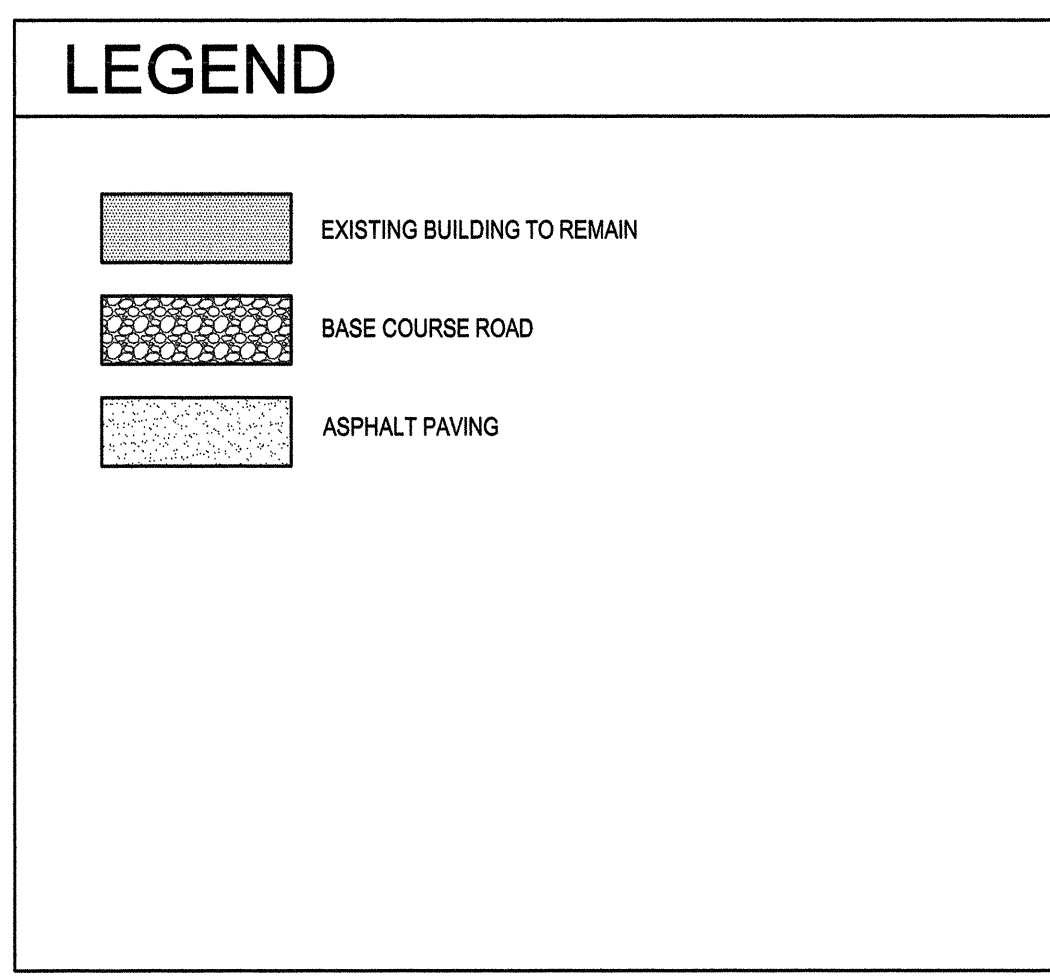


 **VIGIL & ASSOCIATES**
ARCHITECTURAL GROUP, P.C.

PROJECT NO. P11-014



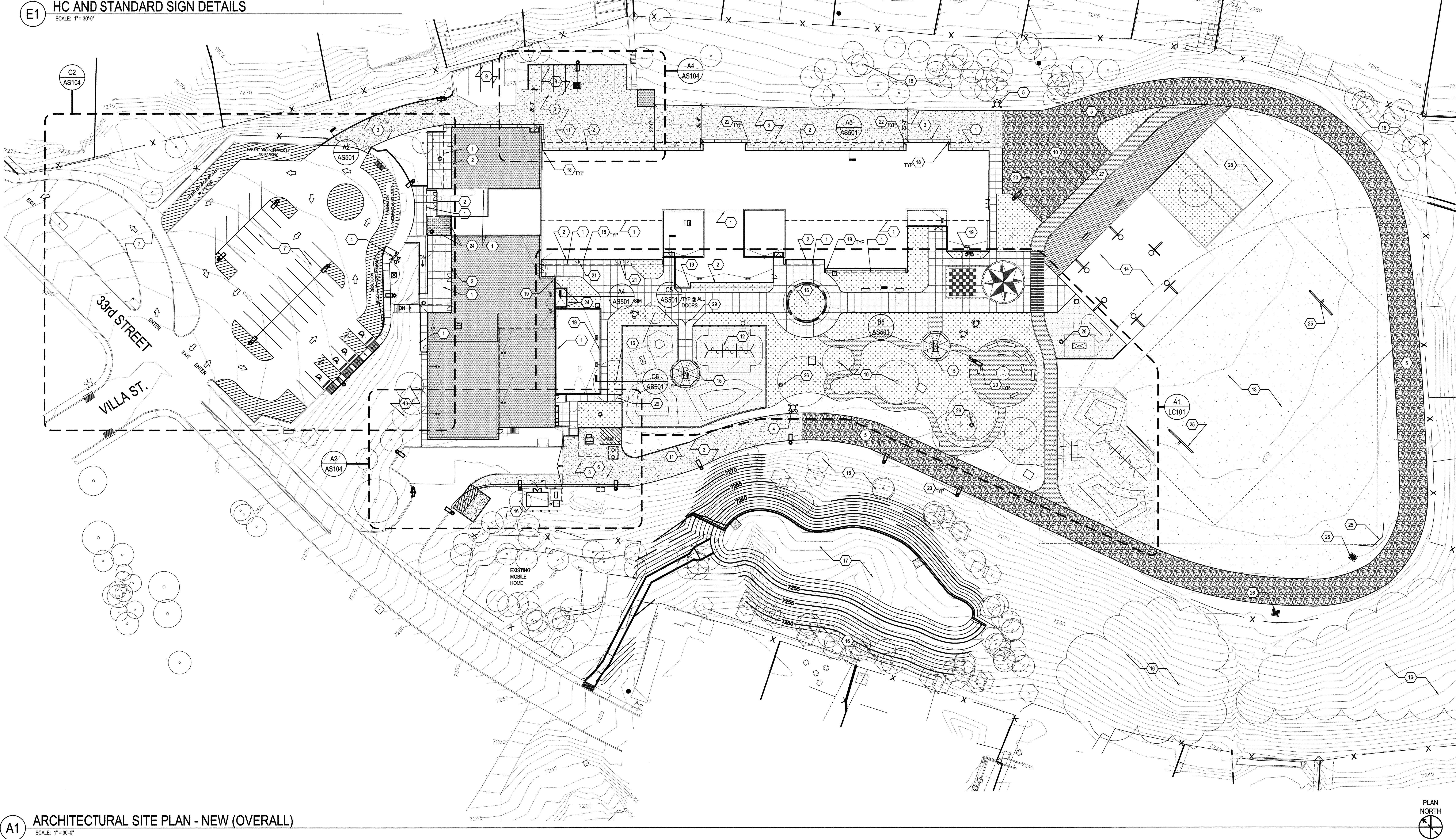
E1 HC AND STANDARD SIGN DETAILS
SCALE: 1" = 30'-0"



- ### SHEET KEYNOTES - CONT
- APPROXIMATE LOCATION FOR GUTTER DOWNSPOUT - CONNECT TO STORM DRAIN SYSTEM. SEE EXTERIOR BUILDING ELEVATIONS FOR ALL LOCATIONS AND DETAIL A1A540. SEE CIVIL AND ELECTRICAL FOR ADDITIONAL REQUIREMENTS.
 - PRIMARY ROOF DRAIN NOZZLE AT WALL. CONNECT TO LG STORM DRAIN SYSTEM - SEE CIVIL AND PLUMBING FOR ADDITIONAL REQUIREMENTS, AND ELECTRICAL FOR HEAT CABLE.
 - SITE LIGHT POLE - SEE ELECTRICAL.
 - DOOR STOP (HARDIPIN) - SEE DETAIL A8A501.
 20. SEE DETAIL A2A501.
 - 4" HIGH CHAIN LINK FENCE AND GATE - SEE E4 & E5A501. SEE LANDSCAPE FOR ADDITIONAL REQUIREMENTS.
 - PROVIDE 2 COATS OF FLUID APPLIED WATER BARRIER AND 6" PERFORATED PIPE (PER A4A501 - SIM) AT EXISTING BUILDING WALLS AND NEW WALLS BELOW GRADE - TO EXTENTS SHOWN.
 - BASEBALL BACKSTOP AND SOCCER GOALS (OWNER PROVIDED, CONTRACTOR INSTALLED).
 - STORM DRAIN DROP INLET - SEE CIVIL.
 - WALKING TRAIL - SEE LANDSCAPE.
 - SAND VOLLEYBALL COURT - SEE LANDSCAPE.
 - STEEL PEDESTRIAN GATE #1 AND #2, SEE E1A5501. SEE DOOR HARDWARE SCHEDULE, SPEC SECTION 08 7111, FOR HARDWARE.

- ### SHEET KEYNOTES
- ROOF OUTLINE ABOVE.
 - BUILDING OUTLINE.
 - MINIMUM 20" W FIRE ACCESS LANE. SEE CIVIL SHEETS FOR ASPHALT PAVING DETAILS.
 - NEW FIRE HYDRANT WITH 4 BOLLARDS - SEE D0A501 AND CIVIL.
 - FIRE APPARATUS TURN-AROUND LOOP ROAD, 20FT WIDE MIN. BASE COURSE - SEE CIVIL.
 - UTILITY SERVICE ENTRANCE. SEE ENLARGED PLAN FOR NEW WORK.
 - EXISTING PARKING LOT AND BUS LOOP. SEE ENLARGED PLAN FOR NEW WORK.
 - NEW ASPHALT PAVED PARKING AREA AT EXISTING COTTAGE BUILDING PAD - SEE ENLARGED PLAN FOR NEW WORK.
 - EXISTING PARKING AREA TO REMAIN, PROVIDE NEW STRIPING.
 - NEW BASE COURSE PARKING AREA. SEE CIVIL.
 - 6" CAST-IN-PLACE CONCRETE RETAINING WALL - SEE B3A501 (SIM), CIVIL, AND STRUCTURAL FOR REQUIREMENTS.
 - PLAY EQUIPMENT - SEE LANDSCAPE.
 - PLAY FIELD AND COURTS - SEE LANDSCAPE.
 - EXISTING BASKETBALL COURT TO REMAIN - PROVIDE NEW STRIPING.
 - SHADE STRUCTURE. SEE LANDSCAPE.
 - EXISTING TREE TO REMAIN, TYP. - PROTECT. SEE LANDSCAPE DRAWINGS FOR REQUIREMENTS.
 - RETENTION POND COMPLETED DURING EARLY WORK AMENDMENT - SEE CIVIL FOR ADDITIONAL WORK AT POND.

- ### GENERAL SHEET NOTES
- CONTRACTOR SHALL COORDINATE ALL WORK WITH DRAWINGS OF EARLY WORK AMENDMENT (TEMPORARY CAMPUS & SITE UTILITIES) PRIOR TO CONSTRUCTION.
 - SEE ENLARGED ARCHITECTURAL SITE PLANS FOR MORE DETAILED INFORMATION AND REQUIREMENTS.
 - AT AREAS OF CUTTING AND TRENCHING AT EXISTING ASPHALT SURFACES FOR NEW WORK, THE CONTRACTOR SHALL PATCH AND REPAIR DAMAGED ASPHALT TO MATCH EXISTING ADJACENT SURFACES AS PART OF HIS SCOPE OF WORK.
 - ALL UNDERGROUND UTILITIES SHOWN ARE BASED ON EXISTING RECORD DRAWINGS AND HAVE NOT BEEN FIELD VERIFIED. GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY/LOCATE ALL UNDERGROUND UTILITIES WITH LOCAL UTILITY COMPANIES AND TO SITE INVESTIGATE (HAND DIG - AS REQ'D) UTILITY LINES SHOWN FOR VERIFICATION PRIOR TO COMMENCEMENT OF NEW WORK.
 - THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICT WITH SITE UTILITIES OR FEATURES AND OBTAIN RESOLUTION PRIOR TO PROCEEDING WITH THE NEW WORK.
 - CONTRACTOR SHALL COORDINATE SITE ACCESS AND STAGING AREA WITH OWNER/ARCHITECT.
 - CONTRACTOR SHALL TAKE PRECAUTIONS AS NECESSARY TO PROTECT FROM DAMAGING EXISTING TREES, WALKS, LANDSCAPING, UTILITY LINES, ETC. WHICH WILL REMAIN AS PART OF THE FINAL SYSTEM. CONTRACTOR SHALL REPAIR AND/OR RESTORE THESE ITEMS AS REQUIRED TO PRE-CONSTRUCTION CONDITION.
 - SEE SHEET A501 FOR SITE WALL DETAILS AND STRUCTURAL FOR SITE WALL REINFORCING. SEE CIVIL DRAWINGS FOR CONNECTION OF PERFORATED WALL PIPES AND CONNECTION TO LG STORM DRAIN SYSTEM.
 - SEE LANDSCAPE DRAWINGS FOR SITE FURNISHINGS AND PLANTING PLANS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE AND APPROPRIATE SLOPE TO DRAIN ALL CONCRETE PATIOS, WALKS, DRIVEWAYS, GRADES ADJACENT TO BUILDING, FOUNDATION DRAINS, AND SWALES REGARDLESS WHETHER THE PLANS GRAPHICALLY PORTRAY OR INDICATE SLOPES. THE FINAL CONSTRUCTION SHALL NOT PERMIT PONDING OF WATER IN ANY OF THE FOREGOING AREAS. SLOPE PAVEMENT MINIMUM 1%, MAXIMUM 2% FOR ACCESSIBILITY. SEE CIVIL DRAWINGS FOR GRADING & DRAINAGE.
 - SEE A501 FOR TYPICAL CONCRETE PAVING DETAILS.



A1 ARCHITECTURAL SITE PLAN - NEW (OVERALL)
SCALE: 1" = 30'-0"

VIGIL & ASSOCIATES
ARCHITECTURAL GROUP, P.C.
4477 Irving NW, Suite A
Albuquerque, New Mexico 87114
Ph: 505.850.3500
www.vigil-architects.com

RAYMOND R. VIGIL
No. 004027
REGISTERED ARCHITECT
STATE OF NEW MEXICO
6/17/15

**ASPEN ELEMENTARY -
REPLACEMENT & RENOVATION**
LOS ALAMOS PUBLIC SCHOOLS

date: JUNE 17, 2013
drawn by: KKT
checked by: RRV
file name: 12-003_AS103.dwg
revisions:

AS103

ARCHITECTURAL SITE PLAN - NEW (OVERALL)

project no. 12-003



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: 7/12/13 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: Espanola Public Schools

PSCOC PROJECT #: R13-010 (If Emergency, write "Emergency")

PROJECT NAME: Chimayo ES re-roof

ENROLLMENT: N/A

DESIGN CAPACITY: N/A

DESCRIPTION OF REQUEST: The additional cost is due to insufficient funds budgeted for the consultant.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 163,504.00	\$ 103,008.00	\$ 60,496.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 163,504.00	\$ 103,008.00	\$ 60,496.00
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ##/##/##	\$ -	\$ -	\$ 8,158.75
8	ADJUSTED TOTAL BUDGET (USES)	\$ 163,504.00	\$ 103,008.00	\$ 60,496.00

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 176,555	
10	Current Budget to Adequacy (Line 5)	\$ 163,504	
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 13,051	
		REQUEST	MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 4,829	37%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 8,222	63%

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:**

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**PSFA STAFF
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$8,222 (63%) as requested to adequacy to complete construction. Please note the district has in place their required additional funds, totaling \$4,829 (37%).

--

PSFA Regional Manager

Date

PSFA Senior Facilities Manager

Date

SUBCOMMITTEE REVIEW DATE: 7/17/2013

☒ **Approve Recommendation**

☐ **Reject Recommendation**

COMMENTS:

Approve as recommended.

--

PSFA Director

Date

PSCOC Awards Subcommittee Chair

Date

PSCOC REVIEW DATE: _____

☐ **Approve Motion**

☐ **Reject Motion**

MOTION:

--

ACTION:

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PUBLIC SCHOOL FACILITIES AUTHORITY**Chimayo ES Multipurpose Re-roof
Espanola, NM****Espanola Public Schools**

PREPARED BY: Irina Ivashkova
ESTIMATE DATE: July 5, 2013

PSFA OVERALL PROJECT BUDGET

DESCRIPTION	TOTALS	REMARKS
PROBABLE COST ESTIMATE		
SUBTOTAL OF CONSTRUCTION COSTS	\$127,462	
NMGRT ON CONSTRUCTION COSTS 6.5000%	\$8,285	
TOTAL OF CONSTRUCTION COSTS	\$135,747	
PROFESSIONAL SERVICES		
DESIGN SERVICES MACC*	\$127,462	
DESIGN SERVICES % FEE* 6.00%	\$7,648	
ADDITIONAL DESIGN SERVICES****	\$0	
SUBTOTAL DESIGN FEES	\$7,648	
NMGRT ON A&E FEES 7.0000%	\$535	
TOTAL BASIC COMPENSATION	\$8,183	
REIMBURSABLE EXPENSES*	\$2,368	
TOTAL A&E CONTRACT SUM	\$10,551	
INDIRECT COSTS (Inclusive of NMGRT)		
OWNER CONSULTANTS-Roof	\$21,850	
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	\$32,401	
SUBTOTAL PROJECT COSTS	\$168,148	
CONTINGENCY 5%	\$8,407	
OVERALL PROJECT BUDGET	\$176,555	
OVERALL PROJECT FUNDING	\$163,504	

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

[illegible]

From: norvil griffith
Sent: Friday, May 10, 2013 12:16 PM
To: 'gilbert.sanchez@k12espanola.org'
Cc: Jeremy Utash; Earl Wise
Subject: Chimayo Elementary School Reroof

Contacts: Gilbert Sanchez

Mr. Sanchez,

As a follow up on our conversation regarding the pricing for the Re-Roofing and Related Work at Multipurpose Bldg., Chimayo Elementary School; we wish to confirm our agreement to provide the specified work for the price of \$127,462.00.

Price does not include tax.

Price does not include Additive Alternate No. One.

We offer this pricing with the understanding that we will also be awarded contracts for the Espanola High School Reroofing and the Hernandez Elementary School Reroofing.

We look forward to working with you and the Espanola School District, the architects, PSFA, and the roofing consultant towards the successful completion of these projects.

Sincerely,

Norvil Griffith
J3 Systems, LLC
Office: 505-869-2629
Cell: 505-459-4365
Email: norvil@j3systems.net



III. 2013-2014 STANDARDS-BASED AWARDS CONT.

B. AMS Subcommittee Report

- PSCOC Strategic Issues Survey Results *
- FY15 PSFA Budget Request *
- Standardized Leases *
- PSFA News Digest & Monthly Newsletter *

June 2013 Member Survey of 2014 Strategic Issues

6 respondents

Item #	Action	Rank	Score	STRATEGIC ISSUES FY 14	Discussion
1	Monitor	1	0.97	1.b. Charter School Lease and Facility Issues - Conflicts of Interest.	Modifications made in 2013 Application Cycle. Monitor.
2	Monitor Resources	2	0.93	1.a. Charter School Lease and Facility Issues - Lease Assistance and Standardized Leases.	Standard Lease introduced at the July 2013 Council meeting. Monitor. \$ - Administrative resources required.
3	Monitor	3	0.83	1.c. Charter School Lease and Facility Issues - Cost of Leases & Current Market Lease Rates.	Lease rates and lease inflation statistics published by LoopNet, Inc. (loopnet.com). Monitor.
4	Review	3	0.83	3.a. Other Uses of PSCO Funding - Building Systems.	Related to item #17. PSFA will bring potential standards based process for systems awards to the September 2013 PSCOC meeting. Review.
5	PSCOC Resources	4	0.70	2.c. Facility Maintenance - Strategies to Identify and Repair Failed or Failing Systems Due to Deferred Maintenance.	Related to items, # 8, 9 & 10 . FMAR and FAD are able to identify failed systems but not fully funded. Building systems award will allow some funding. Obstacles: capital spending priorities, district operating budgets, district personel capacity and skills, available training, CID requirements, and available training.
6	PSCOC Resources	5	0.67	6.a. Project Procurement - Oversight of District Procurement is Very Time Consuming.	There is inadequate construction procurement knowledge and experience within the school districts. PSFA oversight and training is limited to a staff of one. Statewide procurement systems to allow access to procurement for districts and vendors is lacking (GSD may impliment one for state agencies only, but also lacks resources for training and support).
7	PSCOOTF	5	0.67	3.b. Other Uses of PSCO Funding - Information Technology Infrastructure & Network Connectivity.	Broadband access is affected by statewide infrastructure, local infrastructure, facility infrastructure, support personel, and providers. Proper facility infrastructure cannot be provided without definition of the other parts. For example, should a small district be node on on a larger district's LAN, or should it be isolated and likely unsupportable. Solutions will require oversight and coordination of DOIT, PRC, PSFA and PED.
8	PSCOC	6	0.63	2.a. Facility Maintenance - Responsibility and Funding – Who Is Responsible And How Should It Be Funded?	See item #5. Obstacles: capital spending priorities, district operating budgets, district personel capacity and skills, available training, CID requirements, and available training.
9	PSCOC Resources	6	0.63	2.b. Facility Maintenance - Improving Reliability of Data Reported by School Districts.	See item #5. The cost codes of the STARS system, and as provided by the NCES, does not provide relavant and comparable maintenance expenditures. This should be an outyear project and should be coordinated nationally. Use of the FIMS, FMAR and incorporation into FMP's is available and can improve reliability of Data Reported by Schools. FMAR is not fully funded.

June 2013 Member Survey of 2014 Strategic Issues

6 respondents

Item #	Action	Rank	Score	STRATEGIC ISSUES FY 14	Discussion
10	PSCOC	6	0.63	2.d. Facility Maintenance - Increase Average Skills of District Maintenance/ Facilities Staff.	See item #5. Obstacles: capital spending priorities, district operating budgets, district personel capacity and skills, available training, CID requirements, and available training.
11	PSCOOTF	7	0.63	1.d. Charter School Lease and Facility Issues - Assisting Locating In Public Facilities By 2015.	Lease is near implimenation. Assisting charters in locating Public Facilities is both a state and local authority issue, and inadequate resources at PSFA to support additional property analysis support.
12	Monitor	7	0.63	4.a. Right Sizing or Reducing the Size of Projects - Reduce Overall Statewide School Facility Gross	Related to item #13 & 15. New GSF (gross square foot) Guidelines were implimented in 2013.
13	Monitor	7	0.63	4.c. Right Sizing or Reducing the Size of Projects - Build Facilities That Can Be Maintained By The Community And Are Designed For The Given Environment.	PSFA filled an Environmental Specialist position within the maintenance group in 2012 . Maintenance in coordination with Planning and Field, collaborate in each phase of the planning process to ensure practical and effective building designs.
14	No Action	8	0.60	5.b. Project Bonding & Surety Collection Issues - Surety Collection.	Related to item #16. Subcommittee of the Procurement Reform Task Group determined in 2012 that there is not an issue.
15	???????	9	0.53	4.b. Right Sizing or Reducing the Size of Projects - Use Community Shared Spaces.	New GSF Guidelines applied within the Educational Specifications process have advanced the right sizing of schools. However, shared community space is local decision and without statewide coordination of planning tied to all capital funding, the opportunity to right size all public space is not a likely opportunity.
16	Resources	9	0.53	5.a. Project Bonding & Surety Collection Issues - Subcontractor Bonding.	See item # 14. PSFA has incorporated a systemized template for claims to preserve our ability to make claims on bonds. Obstacle is affordable legal to persue claims that a staff attorney could buffer.

June 2013 Member Survey of 2014 Strategic Issues

6 respondents

Item #	Action	Rank	Score	STRATEGIC ISSUES FY 14	Discussion
17	PSCOOTF	*	-	Optimizing resource allocation Districts are not bringing forward the most critical projects and PSCOC funding is instead going to projects that are not as critical. Need better policies to force districts to bring forward the most important projects. Otherwise we should not be funding the less important projects.	See item #4. Multiple issues: High local match, low total valuation, lack of adequate voter support, scale of project may be larger than voters will support, and decisions that support local politics over efficient spending. The 33% reduction of wNMCI test to be a viable project will allow smaller projects. Systems replacement can possibly be even smaller projects (to be presented at the September 2013 PSCOC).
18	Monitor	*	-	Optimizing resource allocation PSCOC method of advanced funding leaves several hundred million in the bank on a recurring basis. Need to match timing of funding to spending better.	Over the past five years, the two phase process of funding, first design and then construction, has almost halved the fund balances. Additional progress, though not as dramatic, will be made by both dividing the current two phases into additional subphases. Commitments cannot be made unless funding is available, and construction payments are made in arrears of service and not as a front end purchase.

* Item added 07/10/13 per Tom Clifford.

	Process has been developed and implemented.
	Process is underdevelopment.
	Resources required and either intra or extra to PSFA.
	Should go to the PSCOOTF for study
	Potential PSCOC strategic issue

PSFA STATUTORY OPERATING BUDGET LIMITATIONS

(millions)

	Award Year														
	2002	2003	2004	2005	2006	2007	2008	FY10*	FY11	FY12	FY13 est.	FY14 est.	FY15 est.	FY16 est.	FY17 est.
PSCOC Award Allocations															
PSCOC Projects	\$179.8	\$199.6	\$248.1	\$283.0	\$239.2	\$180.7	\$126.9	\$200.3	\$114.7	\$114.9	\$191.5	\$256.1	\$197.6	\$156.5	\$150.0
Lease Assistance			\$2.0	\$4.0	\$5.2	\$6.5	\$7.3	\$8.3	\$9.8	\$10.8	\$13.1	\$13.0	\$13.6	\$14.3	\$15.0
Total	\$299.5	\$287.5	\$272.4	\$305.4	\$336.0	\$205.2	\$134.2	\$208.6	\$124.5	\$125.7	\$204.6	\$269.0	\$211.2	\$170.8	\$165.0
Prior 3-Year Average Allocations	\$73.8	\$162.6	\$235.2	\$286.5	\$288.4	\$304.6	\$282.2	\$225.2	\$182.7	\$155.8	\$152.9	\$151.6	\$199.8	\$228.3	\$217.0

	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	<div>Scenario A. 53 FTE</div> <div>FY15 est. \$6.0</div> <div>FY16 est. \$6.1</div> <div>FY17 est. \$6.3</div>		
PSFA Operating Budget	\$2.1	\$4.8	\$4.7	\$5.3	\$6.0	\$6.0	\$6.4	\$6.2	\$6.0	\$5.7	\$5.5	\$5.6			
FTE	26	26	41	46	55	55	55	54	51	50	50	50	50	50	50

	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
PSFA Budget as % of Project Award	2.8%	2.9%	2.0%	1.9%	2.1%	2.0%	2.3%	2.7%	3.3%	3.6%	3.6%	3.7%	3.0%	2.7%	2.9%
Statutory Allowable (5%)	\$3.7	\$8.1	\$11.8	\$14.3	\$14.4	\$15.2	\$14.1	\$11.3	\$9.1	\$7.8	\$7.6	\$7.6	\$10.0	\$11.4	\$10.9
Over (Under) Statutory Allowable	(\$1.6)	(\$3.4)	(\$7.1)	(\$9.0)	(\$8.4)	(\$9.2)	(\$7.7)	(\$5.1)	(\$3.1)	(\$2.1)	(\$2.1)	(\$2.0)	(\$4.0)	(\$5.3)	(\$4.6)

Public School Capital Outlay Act Section 22-24-4 NMSA:

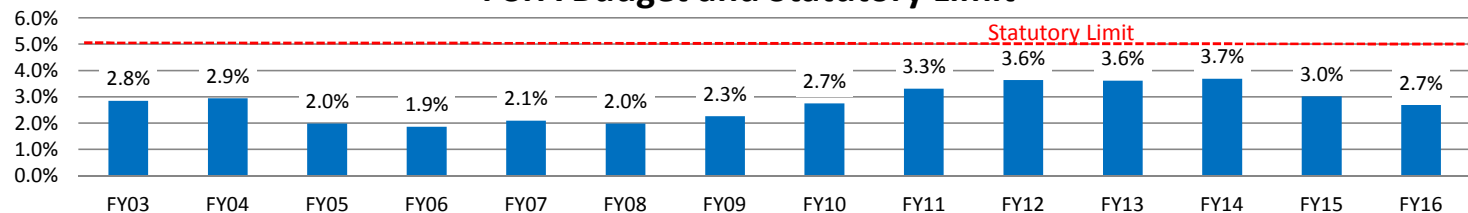
(G) Balances in the fund may be annually appropriated for the core administrative functions of the public school facilities authority pursuant to the Public School Capital Outlay Act, and, in addition, balances in the fund may be expended by the public school facilities authority, upon approval of the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

(1) 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; and

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

* Crossover reporting to fiscal year.

PSFA Budget and Statutory Limit



Category 200 Statistics Public School Facilities Authority

	FY10	FY11	FY12	FY13	FY14
HB2	4,201.0	4,013.6	3,848.8	3,822.2	3,974.6
Agency Request	4,340.7	4,193.4	4,019.0	3,823.9	4,086.3
Difference	(139.7)	(179.8)	(170.2)	(1.7)	(111.7)

	FY10	FY11	FY12	FY13	FY14	
HB2	4,201.0	4,013.6	3,848.8	3,822.2	3,974.6	
Fully Funded Cost	4,381.8	4,255.3	4,100.4	3,982.2	4,237.6	- includes 2 interns & leave payouts
Difference	(180.8)	(241.7)	(251.6)	(160.0)	(263.0)	

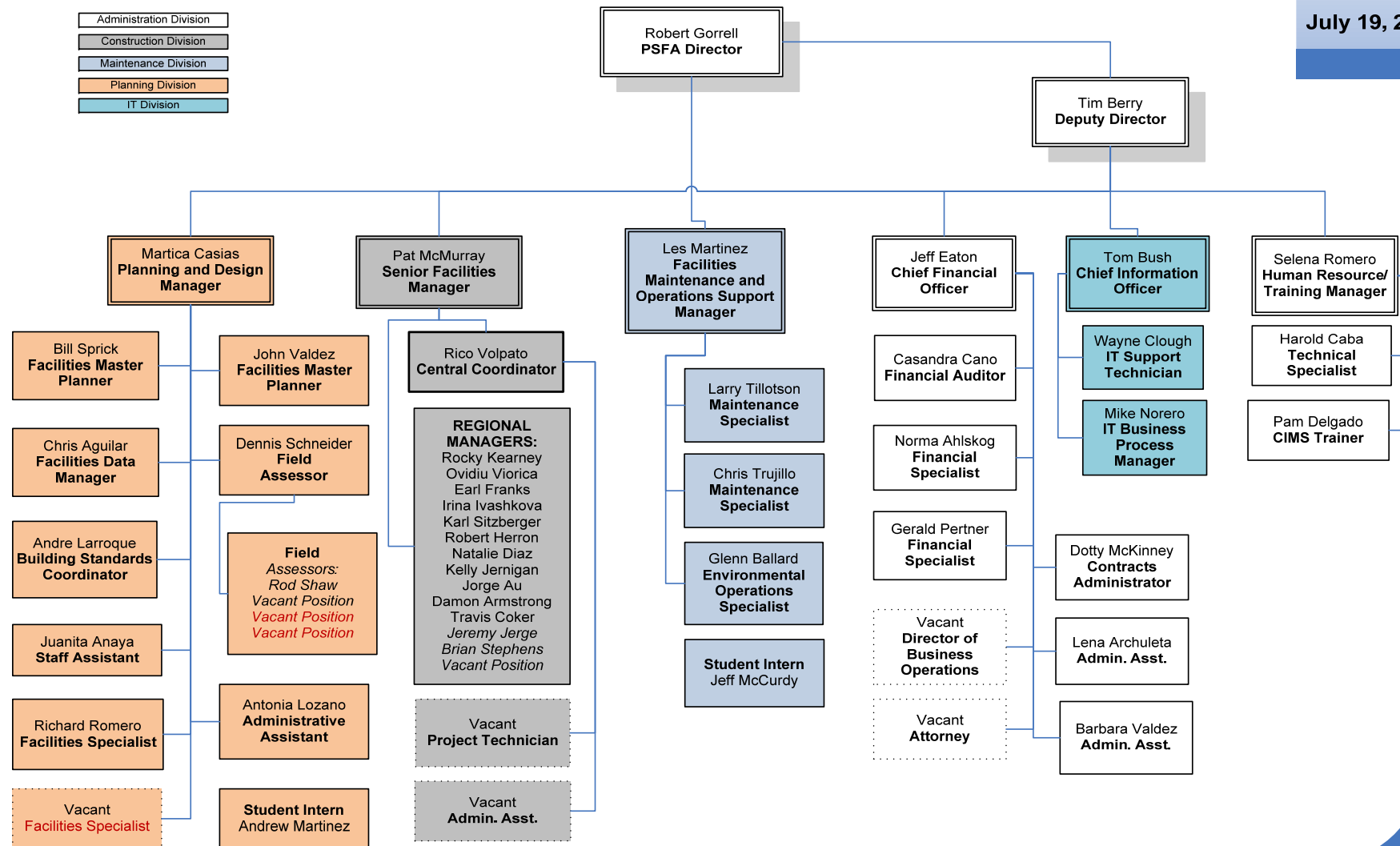
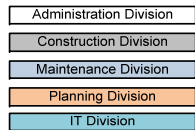
	FY10	FY11	FY12	FY13	FY14
Agency Request FTE	55.0	54.0	51.0	50.0	50.0
HB2 FTE	54.0	51.0	50.0	50.0	50.0

	FY10	FY11	FY12	FY13	FY14	
HB2	4,201.0	4,013.6	3,848.8	3,822.2	3,974.6	
Actual/Projected Expenditures	3,830.0	3,707.2	3,748.9	3,564.4	3,887.3	- 5 unfilled positions
Difference (Reversion)	371.0	306.4	99.9	257.8	87.3	

	FY10	FY11	FY12	FY13	FY14	
Vacancy Rate (%)	16.1%	15.7%	16.1%	16.0%	0%	- assumes all 50 positions filled

Public School Facilities Authority: FY15 Organizational Chart

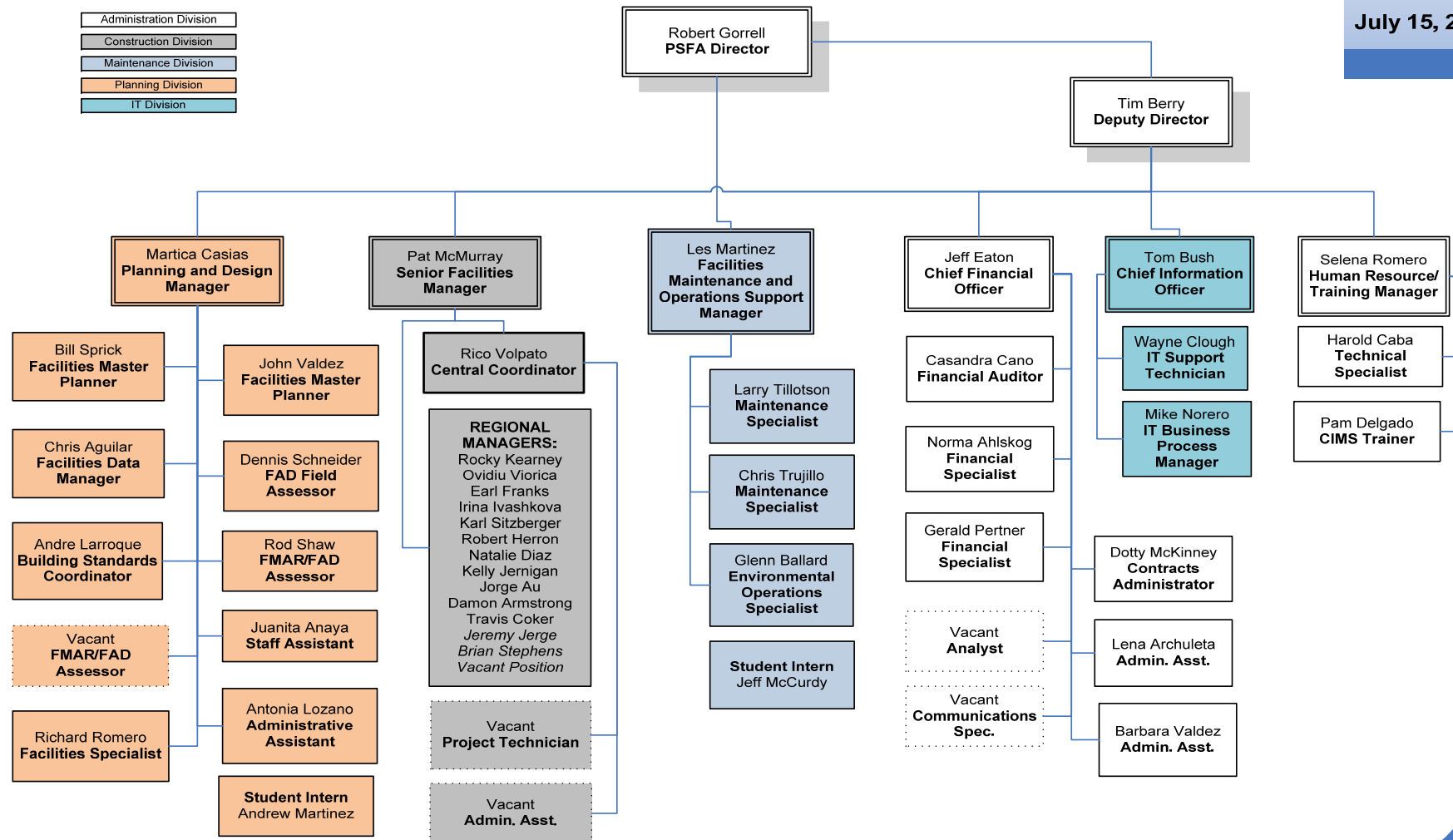
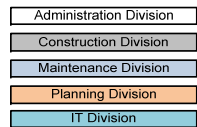
July 19, 2013



PSFA STAFF [53 FTE, 2 Student Interns]

Public School Facilities Authority: FY15 Organizational Chart

July 15, 2013



PSFA STAFF [50 FTE, 2 Student Interns]



PSFA Expenditures (FY07 - FY14 est.)

PSFA Budget Scenario A. (FY15 est. - FY17 est.)

(Thousands of Dollars)

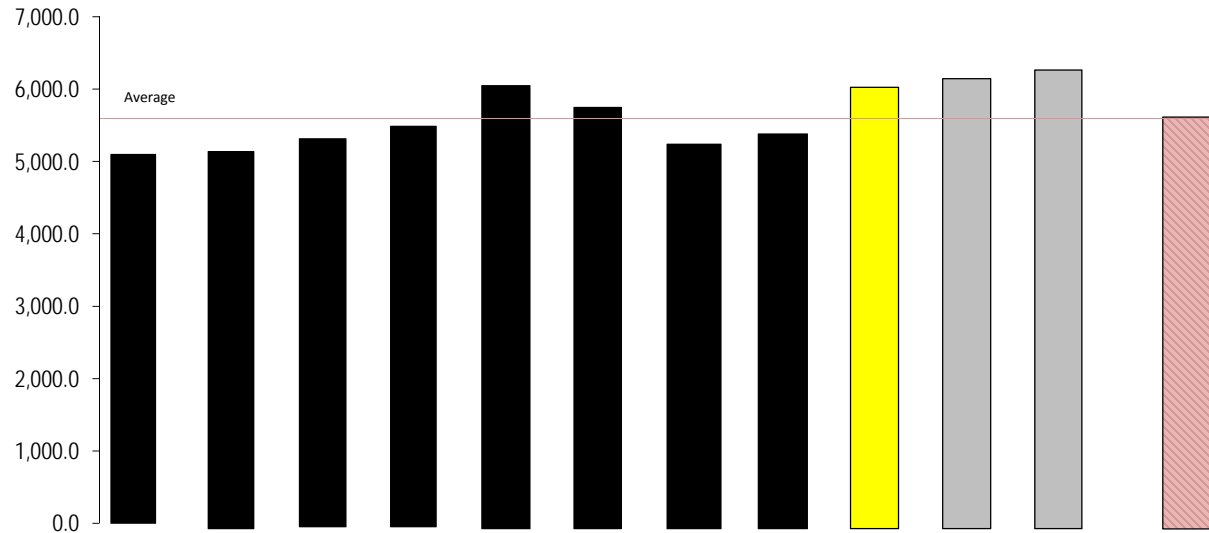
A.

FY15 Request Scenario A.:

\$6,015.5 - increase of 7.0% from FY14

- 53 FTE - increase of 3 over FY14.
- 5 vacant positions funded & filled & \$35.0 added for annual leave payouts. New positions:
 - Attorney (\$79.4/yr.)
 - FAD/FMAR Assessor (49.9/yr.)
 - Facility Specialist (\$55.1/yr.)
- Increase in program scope & service level.
- Increase in payroll over FY14 due to estimated increase in health insurance premiums (FY15-FY17).
- 2.0% increase in Building Leases, Communications & Office Supplies over FY14 (FY15-FY17).
- Some other categories increased due to staffing levels.
- Request BAR increase authority for unforeseen contingencies or filling approved vacant positions.

Budget 3.0% of Prior 3 years awards (Max.: 5%).



		FTE	55	55	55	54	51	50	50	50	53	53	53	Average	
TOTAL EXPENDITURES (FY07-FY14 est.) / BUDGET (FY15 est.-FY17 est.)			5,098.5	5,163.1	5,290.6	5,459.1	6,061.7	5,767.4	5,259.9	5,369.7	6,015.5	6,134.6	6,256.6	5,625.2	
	Category		FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.	Category Average	% of Total Budget
	Payroll		3,733.9	3,891.1	3,907.8	3,830.0	3,707.2	3,748.9	3,564.4	3,894.9	4,472.8	4,584.7	4,699.3	4,003.2	71.2%
	Contracts		169.7	137.5	226.3	187.8	155.4	143.6	518.3	179.5	179.5	179.5	179.5	205.1	3.6%
	Building Leases		146.8	244.7	238.6	281.3	286.1	287.3	208.9	235.0	235.0	239.7	244.5	240.7	4.3%
	Software Licenses		300.0	305.6	365.2	647.3	1,269.1	1,100.2	523.3	575.0	575.0	575.0	575.0	619.2	11.0%
	Supplies - Inventory IT		53.5	80.8	45.1	78.2	32.1	102.9	67.6	70.0	80.5	80.5	80.5	70.2	1.2%
	Communications		32.6	50.4	73.7	78.7	37.9	91.9	96.5	100.0	115.0	117.3	119.6	83.1	1.5%



PSFA Expenditures (FY07 - FY14 est.) **PSFA Budget Scenario A. (FY15 est. - FY17 est.)** (Thousands of Dollars)

A.

	Category	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.	Category Average	% of Total Budget
	Office Supplies	31.8	35.1	40.3	23.3	15.5	21.3	19.8	12.0	13.8	14.1	14.4	21.9	0.4%
	Training / Educ.	77.9	60.2	49.4	41.5	50.9	27.8	42.2	45.0	51.8	51.8	51.8	50.0	0.9%
	In-State Travel	68.0	57.1	53.7	43.4	29.9	26.7	17.4	25.5	29.3	29.3	29.3	37.2	0.7%
	Vehicle Leases	104.4	130.4	113.5	108.5	89.6	40.3	35.5	40.0	46.0	46.0	46.0	72.7	1.3%
	Fuel	51.0	51.6	36.5	34.2	39.4	44.4	35.5	45.0	51.8	51.8	51.8	44.8	0.8%
	Other Costs	328.9	118.6	140.5	104.9	348.6	132.1	130.5	147.8	165.0	165.0	165.0	177.0	3.1%



PSFA Expenditures (FY07 - FY14 est.)

PSFA Budget Scenario B. (FY15 est. - FY17 est.)

(Thousands of Dollars)

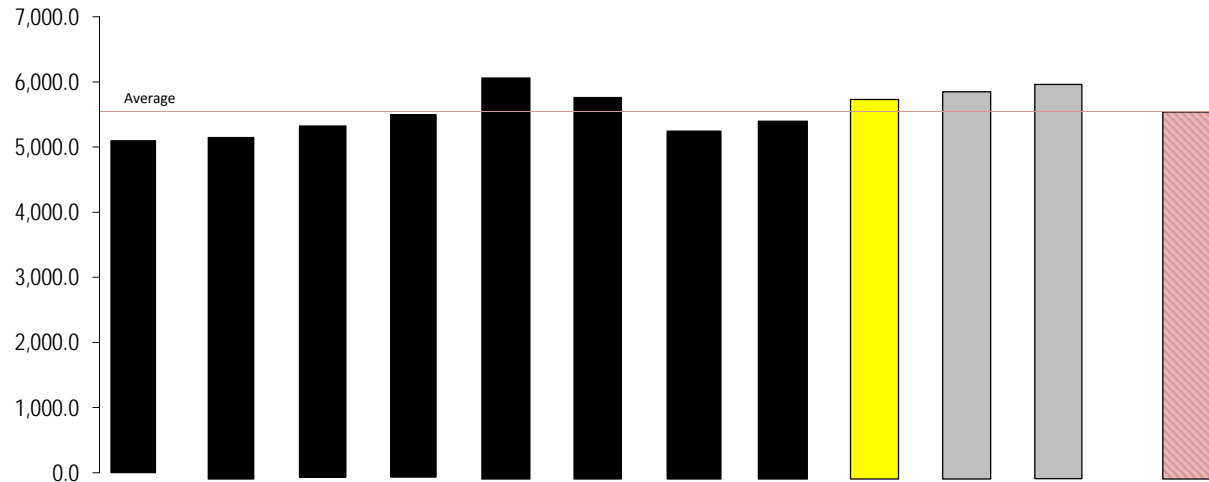
B.

FY15 Request Scenario B.:

\$5,712.8 - increase of 2.1% from FY14

- 1.) 50 FTE - no increase over FY14.
- 2.) 5 vacant positions funded & filled & \$35.0 added for annual leave payouts.
- 3.) No change in program scope or service level.
- 4.) Increase in payroll over FY14 due to estimated increase in health insurance premiums (FY15-FY17).
- 5.) 2.0% increase in Building Leases, Communications & Office Supplies over FY14 (FY15-FY17).
- 6.) Some other categories increased due to staffing levels.
- 7.) Request BAR increase authority for unforeseen contingencies or filling approved vacant positions.

Budget 2.9% of Prior 3 years awards (Max.: 5%).



FTE	55	55	55	54	51	50	50	50	50	50	50
TOTAL EXPENDITURES (FY07-FY14 est.) / BUDGET (FY15 est.-FY17 est.)	5,098.5	5,163.1	5,290.6	5,459.1	6,061.7	5,767.4	5,259.9	5,369.7	5,712.8	5,824.8	5,939.5
Category	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.
Payroll	3,733.9	3,891.1	3,907.8	3,830.0	3,707.2	3,748.9	3,564.4	3,894.9	4,192.8	4,297.6	4,405.0
Contracts	169.7	137.5	226.3	187.8	155.4	143.6	518.3	179.5	179.5	179.5	179.5
Building Leases	146.8	244.7	238.6	281.3	286.1	287.3	208.9	235.0	235.0	239.7	244.5
Software Licenses	300.0	305.6	365.2	647.3	1,269.1	1,100.2	523.3	575.0	575.0	575.0	575.0
Supplies - Inventory IT	53.5	80.8	45.1	78.2	32.1	102.9	67.6	70.0	77.0	77.0	77.0
Communications	32.6	50.4	73.7	78.7	37.9	91.9	96.5	100.0	110.0	112.2	114.4

Average	5,540.6
Category Average	3,924.9
% of Total Budget	70.8%
	205.1
	3.7%
	240.7
	4.3%
	619.2
	11.2%
	69.2
	1.2%
	81.7
	1.5%



PSFA Expenditures (FY07 - FY14 est.) **PSFA Budget Scenario B. (FY15 est. - FY17 est.)** (Thousands of Dollars)

B.

	Category	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.	Category Average	% of Total Budget
	Office Supplies	31.8	35.1	40.3	23.3	15.5	21.3	19.8	12.0	13.2	13.5	13.7	21.8	0.4%
	Training / Educ.	77.9	60.2	49.4	41.5	50.9	27.8	42.2	45.0	49.5	49.5	49.5	49.4	0.9%
	In-State Travel	68.0	57.1	53.7	43.4	29.9	26.7	17.4	25.5	28.1	28.1	28.1	36.9	0.7%
	Vehicle Leases	104.4	130.4	113.5	108.5	89.6	40.3	35.5	40.0	44.0	44.0	44.0	72.2	1.3%
	Fuel	51.0	51.6	36.5	34.2	39.4	44.4	35.5	45.0	49.5	49.5	49.5	44.2	0.8%
	Other Costs	328.9	118.6	140.5	104.9	348.6	132.1	130.5	147.8	159.3	159.3	159.3	175.4	3.2%



PSFA Expenditures (FY07 - FY14 est.)

PSFA Budget Scenario C. (FY15 est. - FY17 est.)

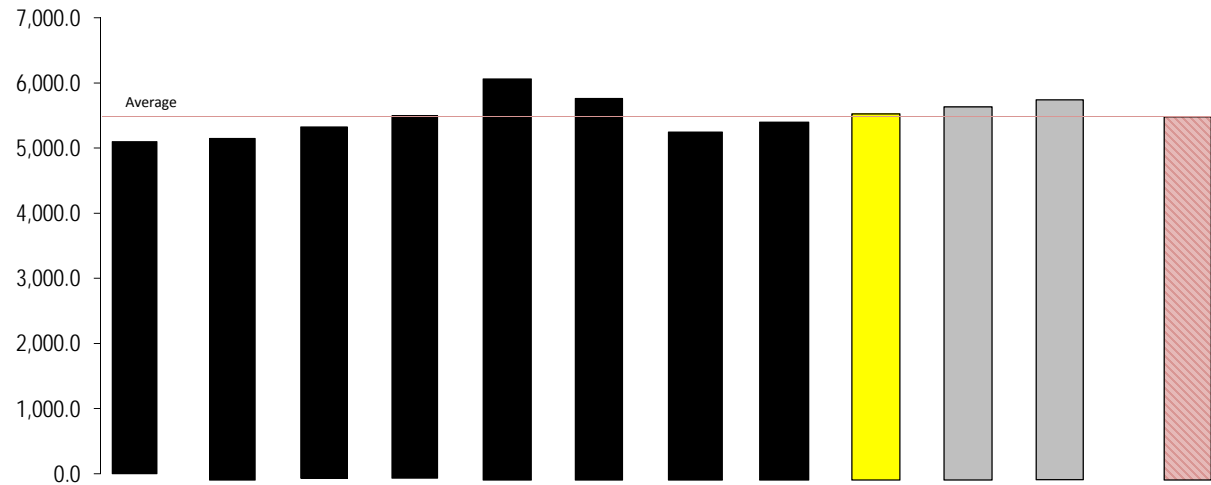
(Thousands of Dollars)

C.

FY15 Request Scenario C.: \$5,507.2 - 1.6% decrease from FY14

- 1.) 50 FTE - no increase over FY14.
- 2.) 5% vacancy (5 positions unfunded)
\$35.0 for annual leave payouts.
- 3.) No change in program scope or service level.
- 4.) Increase in payroll over FY14 due to estimated
increase in health insurance premiums (FY15-FY17).
- 5.) 2.0% increase in Building Leases, Communications
& Office Supplies over FY14 (FY15-FY17).
- 6.) Some other categories increased due to staffing levels.
- 7.) Request BAR increase authority for unforeseen
contingencies or filling approved vacant positions.

Budget 2.8% of Prior 3 years awards (Max.: 5%).



FTE	55	55	55	54	51	50	50	50	50	50	50
TOTAL EXPENDITURES (FY07-FY14 est.) / BUDGET (FY15 est. -FY17 est.)	5,098.5	5,163.1	5,290.6	5,459.1	6,061.7	5,767.4	5,259.9	5,369.7	5,507.2	5,612.3	5,722.2
Category	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.
Payroll	3,733.9	3,891.1	3,907.8	3,830.0	3,707.2	3,748.9	3,564.4	3,894.9	4,009.8	4,110.1	4,212.8
Contracts	169.7	137.5	226.3	187.8	155.4	143.6	518.3	179.5	179.5	179.5	179.5
Building Leases	146.8	244.7	238.6	281.3	286.1	287.3	208.9	235.0	235.0	239.7	244.5
Software Licenses	300.0	305.6	365.2	647.3	1,269.1	1,100.2	523.3	575.0	575.0	575.0	575.0
Supplies - Inventory IT	53.5	80.8	45.1	78.2	32.1	102.9	67.6	70.0	73.5	73.5	73.5
Communica - tions	32.6	50.4	73.7	78.7	37.9	91.9	96.5	100.0	105.0	107.1	109.2

Average	5,482.9
Category Average	% of Total Budget
3,873.7	70.7%
205.1	3.7%
240.7	4.4%
619.2	11.3%
68.2	1.2%
80.3	1.5%



PSFA Expenditures (FY07 - FY14 est.) **PSFA Budget Scenario C. (FY15 est. - FY17 est.)** (Thousands of Dollars)

C.

	Category	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14 est.	FY15 est.	FY16 est.	FY17 est.	Category Average	% of Total Budget
	Office Supplies	31.8	35.1	40.3	23.3	15.5	21.3	19.8	12.0	12.6	12.9	13.1	21.6	0.4%
	Training / Educ.	77.9	60.2	49.4	41.5	50.9	27.8	42.2	45.0	47.3	45.0	45.0	48.4	0.9%
	In-State Travel	68.0	57.1	53.7	43.4	29.9	26.7	17.4	25.5	26.8	26.8	26.8	36.5	0.7%
	Vehicle Leases	104.4	130.4	113.5	108.5	89.6	40.3	35.5	40.0	42.0	42.0	42.0	71.7	1.3%
	Fuel	51.0	51.6	36.5	34.2	39.4	44.4	35.5	45.0	47.3	47.3	47.3	43.6	0.8%
	Other Costs	328.9	118.6	140.5	104.9	348.6	132.1	130.5	147.8	153.5	153.5	153.5	173.9	3.2%

**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. "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".

G. "Construction Allowance": \$ _____.

H. "School's Pro Rata Share": 100%.

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".

J. "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. "Lease Term": 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 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 Term exceed thirty (30) years after the Term Commencement Date.

- L. "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.
- M. "Reimbursable Expenses": "Real Estate Related Taxes" and "Landlord's Insurance" for the Premises. The "Monthly Fixed Reimbursable Expenses" is School's Pro Rata Share of the Reimbursable Expenses, which amount is reflected on Addendum One.
- N. "Prepaid Rent": \$_____ representing Base Rent and Monthly Fixed Reimbursable Expenses due for the _____ full month following the Rent Commencement Date due on the date of the execution of this Lease by School.
- O. "Security Deposit": \$ _____.
- P. "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").
- Q. Brokers: _____,
representing Landlord ("Landlord's Broker"); and
_____ representing
School ("School's Broker").
- R. "Charter Expiration Date": School's current five (5) year charter expires on _____.
- S. 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".
- T. "Title Company": _____.
- U. "Title Commitment": The commitment for a leasehold owner's title policy from the Title Company attached hereto as Exhibit "G".
- V. "Title Policy": The leasehold owner's title policy to be issued to School by Title Company and paid for by Landlord.
- W. "Memorandum": Exhibit "H" attached hereto which is to be filed coincidentally with the execution of this Lease.
- X. Contingencies: (i) Approved Plans (Exhibit "C", Landlord's Work Addendum Section I) not later than _____;

(ii) _____;

(iii) _____;

Y. Amendments:

The General Lease Terms are amended as follows:

(i) _____;

(ii) _____;

(iii) _____;

Z. Addenda/Exhibits:

Addendum "One" Base Rent, Reimbursable Expenses 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" Rules and Regulations

Exhibit "G" Title Commitment

Exhibit "H" Memorandum

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 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 "Act"), and School is authorized by the Act to contract with any 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

A. "Acknowledgment" means Exhibit "D".

B. "Act" is defined in Recitals I of the GLT.

C. "Actual Prior Year Reimbursable Expenses" is defined in Section 4.02 (a).

D. "Additional Rent" means the Monthly Fixed Reimbursable Expenses and all other amounts due by School under the terms of this Lease, except Base Rent.

E. "Alterations by School" is defined in Article IX.

F. "Approved Plans" is defined in Exhibit "C" Landlord's Work Addendum, Section

I.

- G. "Base Rent" is defined in Paragraph L of the SLP.
- H. "Board" means the governing council of School.
- I. "Building(s)" means the building(s) within the Premises.
- J. "Building Area" means the square footage of the Building(s) measured to and from the exterior or outside of perimeter walls and to and from the centerline of party walls.
- K. "Business Day" 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.
- L. "Change Order" is defined in Landlord's Work Addendum, Section V.
- M. "Charter Expiration Date" is defined in Paragraph R of the SLP.
- N. "Construction Allowance" is defined in Paragraph G of the SLP.
- O. "Contractor" is defined in Landlord's Work Addendum, Section II.
- P. "Conveyance Deed" is defined in Section 5.06.
- Q. "Description of Specific Uses" means Exhibit "E".
- R. "Educational Occupancy Standards" means the requirements of the 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.
- S. "Effective Date" is the date the last of Landlord and School fully execute this Lease.
- T. "Estimated Actual Expenses" is defined in Section 4.02 (c).
- U. "Event of Default" is defined in Section 16.01 (a).
- V. "Event of Nonappropriation" is defined in Section 5.02.
- W. "Final Lease Payment" is defined in
- X. "Final Plans" is defined in Landlord's Work Addendum, Section I.
- Y. "Fiscal Year" means School's fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.
- Z. "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.

- AA. "GLT" is the General Lease Terms.
- BB. "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.
- CC. "Improvements" means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be removed, altered or otherwise renovated pursuant to the terms of this Lease.
- DD. "Land" is defined in Paragraph E of the SLP.
- EE. "Landlord" is defined in Paragraph A of the SLP.
- FF. "Landlord's Broker" is defined in Paragraph Q of the SLP.
- GG. "Landlord's Insurance" is defined in Section 12.01.
- HH. "Landlord's Work" is defined in Paragraph F of the SLP.
- II. "Landlord's Work Addendum" means Exhibit "C".
- JJ. "Lease" is this Charter School Lease Purchase, and it includes all amendments or supplements hereto.
- KK. "Lease Amortization Period" is defined in Paragraph S of the SLP.
- LL. "Lease Interest Payment" is defined in Addendum "One".
- MM. "Lease Interest Rate" is defined in Paragraph S of the SLP.
- NN. "Lease Principal Payment" is defined in Addendum "One".
- OO. "Lease Purchase Act" is defined in Recital I of the General Lease Provisions.
- PP. "Lease Purchase Price" is defined in Paragraph S of the SLP.
- QQ. "Lease Term" is defined in Paragraph K of the SLP..
- RR. "Memorandum" means Exhibit "H".
- SS. "Modified Gross Lease" is defined in Section 2.02 (c).
- TT. "Monthly Fixed Reimbursable Expenses" is defined in Paragraph M of the SLP.
- UU. "Net Proceeds" is defined as: (1) 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 (2) expenses incurred in the collection of such gross proceeds or awards.

VV. "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.

WW. "NM Adequacy Standards" means Sections 6.27.30.1, et seq, NMAC.

XX. "NMPSFA" means the New Mexico Public Schools Facilities Authority.

YY. "NMPSFA Requirements" is defined in Landlord's Work Addendum, Schedule I.

ZZ. "Option Notice" is defined in Section 5.06.

AAA. "Overpayment of Reimbursable Expenses" is defined in Section 4.02 (b).

BBB. "PEC" is the Public Education Commission of the State of New Mexico.

CCC. "PED" is the Public Education Department of the State of New Mexico.

DDD. "Permitted Encumbrances" means the easements, restrictions and encumbrances set forth on Exhibit "G" and those encumbrances approved by School.

EEE. "Permitted Use" is defined in Paragraph R of the SLP.

FFF. "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.

GGG. "Preliminary Plans" is defined in Landlord's Work Addendum, Section I.

HHH. "Premises" is defined in Paragraph F of the SLP.

III. "Prepaid Rent" is defined in Paragraph N of the SLP.

JJJ. "Prior Year Reconciliation" is defined in Section 4.02 (a).

KKK. "Punch List" is defined in Landlord's Work Addendum Section III.

LLL. "Real Estate Related Taxes" is defined in Article XI.

MMM. "Reference Date Only" is the dated reflected in the first paragraph of this Lease.

NNN. "Reimbursable Expenses" is defined in Paragraph M of the SLP.

OOO. "Rent Commencement Date" is defined in Paragraph J of the SLP.

PPP. "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.

QQQ. "Rules and Regulations" means Exhibit "F".

RRR. "School" is defined in the Paragraph C of the SLP.

SSS. "School's Broker is defined in Paragraph Q of the SLP.

TTT. "School Delay" is defined in Landlord's Work Addendum, Section VI.

UUU. "School Lien" is defined in Article IX.

VVV. "School's Pro Rata Share is defined in Paragraph H of the SLP.

WWW. "School's Rentable Area" is defined in Paragraph E of the SLP.

XXX. "School's Work" is defined in Landlord's Work Addendum, Section IV.

YYY. "Security Deposit" is defined in Paragraph O of the SLP.

ZZZ. "Shortfall in Reimbursable Expenses" is defined in Section 4.02 (b).

AAAA. "SLP" is the Specific Lease Provisions.

BBBB. "State" means the State of New Mexico.

CCCC. "Sublease" is defined in Section 14.02.

DDDD. "Substantial Completion" is defined in Landlord's Work Addendum, Section III.

EEEE. "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.

FFFF. "Term Commencement Date" is defined in Paragraph J of the SLP.

GGGG. "Title Commitment" means Exhibit "G".

HHHH. "Title Company" is defined in Paragraph T of the SLP.

IIII. "Title Policy" is defined in Paragraph V of the SLP.

JJJJ. "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 AND ACKNOWLEDGEMENTS

Section 2.01. Representations, Covenants and Warranties by Landlord. Landlord represents, covenants and warrants that:

(a) Landlord (i) is in good standing under the laws of the State, (ii) is duly qualified to do business in the State, (iii) is the owner of the Premises, and (iv) is 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.

(b) Landlord warrants that 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) The Premises are free of any hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601, et seq., any applicable State law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq., any applicable State law or regulations promulgated under either), special waste, petroleum or petroleum derived substances, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Premises in violation of any Requirements of Law. Landlord warrants that the Premises comply with any and all federal and State environmental regulations.

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, 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, personal property taxes of School and specific obligations related to indemnity by School and tortious conduct of School, School shall only be liable for increases in Reimbursable Expenses after the initial Fiscal Year of the Lease Term pursuant to Article VIII.

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) School is authorized under Section 22-8B-4 NMSA 1978, as amended, to lease the Premises from Landlord and to execute, deliver and perform its obligations under this Lease.

(c) The Lease Term will expire after the Charter Expiration Date.

(d) The Base Rent payable in each Fiscal Year during the Lease Term is not more than the fair value of the use of the Premises during such Fiscal Year. The Base Rent and Monthly Fixed Reimbursable Expenses payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount so as to place School under an economic compulsion (i) to continue this Lease beyond any Fiscal Year; or (ii) not to exercise its right to terminate this Lease at any time through an Event of Nonappropriation. In making the representations, covenants and warranties set forth above in this subsection, School has given due consideration to the Premises, the purposes for which the Premises will be used by School, the benefits to School from the use of the Premises, and the terms of this Lease governing the use of the Premises.

(e) School is not aware of any current violation of any Requirements of Law relating to the Premises.

(f) School has appropriated sufficient monies in its operating budget to pay the Base Rent and Monthly Fixed Reimbursable Expenses estimated to be payable in the current Fiscal Year, upon commencement of the Lease Term, and such monies will be encumbered to pay such Base Rent and Monthly Fixed Reimbursable Expenses.

(g) The Lease Purchase Price is the fair value of the Premises as of the Term Commencement Date.

ARTICLE III

DEMISE OF PREMISES; LEASE TERM; TITLE POLICY

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 Encumbrances.

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 Part "A", Special Lease Provisions (SLP) Paragraph E, and any adjustments thereto 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. Intentionally Omitted.

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, or with respect to School's use of the Premises during the period between termination of the Lease Term and the

date the Premises and Improvements 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.

Section 3.06 Title Policy. Not later than the Term Commencement Date, Landlord shall, at Landlord's sole cost and expense, provide School with the Title Policy, subject only to the exceptions set forth in the Title Commitment and those reasonably acceptable to School.

ARTICLE IV

RENT; 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 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 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 Reimbursable Expenses.

(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) 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. 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, at such time as the final determination has been made regarding the actual amount of School's Pro Rata Share of Reimbursable Expenses for the Fiscal Year in which this Lease terminated (which determination

shall be timely made), School shall, within thirty (30) days following receipt of the Prior Year Reconciliation for such final Fiscal Year, pay any amounts due as a result of the actual School's Pro Rata Share of Reimbursable Expenses for such Fiscal Year exceeding the Monthly Fixed Reimbursable Expenses paid with respect thereto. Conversely, any overpayment made in the event the actual amount of School's Pro Rata Share of Reimbursable Expenses for the final Fiscal Year are less than Monthly Fixed Reimbursable Expenses paid with respect thereto, shall be remitted to School by Landlord concurrently with Landlord's delivery of the Prior Year Reconciliation for the final Fiscal Year.

(e) PED, NMPSFA, School and its 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 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. School shall deposit with Landlord, coincidentally with the execution of this Lease, the Security Deposit for the full and timely performance and observance of any and all of the terms and conditions of this Lease on School's part to be performed and observed. 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 defaults by School of its obligations under this Lease 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 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

APPROPRIATION AND NONAPPROPRIATION OF FUNDS; PURCHASE OF PREMISES

Section 5.01. 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 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 5.02. 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 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 5.03. Waiver by Landlord. Notwithstanding Section 5.02, Landlord may waive any such failure to appropriate under said Section 5.02 which is cured by School within a reasonable period of time.

Section 5.04. 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 5.05, 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 5.05. 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 Article IX, Section 11 of the New Mexico Constitution 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 Article IX, Section 11 of the New Mexico Constitution; or (v) as a donation or grant by School to, or in aid of, any Person within the meaning of Article IX, Section 14 of the New Mexico Constitution.

(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.

(f) Notwithstanding any other provisions of this Lease, School shall be under no obligation to purchase the Premises.

Section 5.06 Purchase of Premises. If, and only if, School elects to purchase the Premises, School shall provide not less than ninety (90) days prior written notice to Landlord ("Option Notice"). In the Option Notice School shall establish the closing date at the Title Company. At the closing, School shall pay the "Final Lease Payment" (the balance due on the Lease Purchase Price, including all interest as reflected on the Addendum "One"), if not previously paid, plus or minus prorations. Normal prorations shall apply to the date of closing, and closing costs shall be split as is typical for Albuquerque, New Mexico. Landlord shall convey title to the Premises to School by warranty deed ("Conveyance Deed"), subject only to the Permitted Encumbrances. Landlord shall assign, convey or transfer all of Landlord's rights and title to any contracts, warranties, leases and other personal property by bill of sale, assignment or other appropriate document. The parties agree to execute any and all documents reasonably required by the Title Company to complete the transaction.

ARTICLE VI

USE; QUIET ENJOYMENT

Section 6.01. 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 6.02. 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 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 notification of School in writing that School may take possession. Delivery of possession shall not occur later than the Term Commencement Date.

(b) If Landlord does not deliver possession of the Premises to School on or before the 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 Term Commencement Date by providing written notice thereof to Landlord not later than thirty-five (35) days after the Term Commencement Date. In such event, all Prepaid Rent, the Security Deposit and any payments 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 Exhibit "C", Landlord's Work Addendum, such possession shall be subject to School providing Landlord evidence that all insurance required of School in Article XII has been obtained, and 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

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, 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, and (d) 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, 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) If at any time during the Lease Term, Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises, 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 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.

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.

ARTICLE IX

ALTERATIONS BY SCHOOL

School shall have the right to make non-structural changes and Improvements to the then existing Premises, as School shall desire ("Alterations by School"). Any Alterations by School that are structural, affect plumbing, electrical, or other Building systems, or impact the square footage of the then existing Premises shall be subject to Landlord's 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 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 "builder's risk" and workers compensation insurance 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.

Notwithstanding the foregoing, if any State or other governmental funds are used in excess of the Base Rent payments to construct or acquire Improvements, the cost of the Improvements shall constitute a lien on the Premises in favor of the School ("School Lien") and then, if the Lease is terminated prior to Final Lease Payment and transfer of title to the School:

(a) 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

(b) the current market value of the Premises at the time of the termination of this Lease, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Lease shall be paid to the School.

ARTICLE X

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, 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 any problems whatsoever with respect to the quality, quantity or interruption of such services. 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 amount so paid by Landlord.

ARTICLE XI

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 to Landlord as Monthly Fixed Reimbursable Expenses, 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 personal property and equipment located in or on the Premises (collectively "Real Estate Related Taxes").

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, on or upon 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 extended coverage property insurance (or its equivalent) covering the Premises from an insurance company authorized to do business in New Mexico, in an amount equal to at least one hundred percent (100%) of the full replacement cost thereof, excluding foundation and excavation costs, and 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 ("Landlord's Insurance"). School will reimburse Landlord for School's Pro Rata Share of Landlord's Insurance as Monthly Fixed Reimbursable Expenses.

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 the following policies of insurance:

(a) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Premises, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; and

(b) Such other forms of insurance as are customary for a school or are mandated by Requirements of Law, including, without limitation, any legally required workers compensation insurance.

Section 12.03. Insurance Policies.

(a) The insurance policies required in Sections 12.01 and 12.02 shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount not to exceed \$20,000; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to

School and Landlord, as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of School or Landlord without first giving written notice thereof to School and Landlord at least thirty (30) days in advance of such cancellation or modification; (iv) each insurance policy, or each certificate evidencing such policy, shall be deposited with Landlord upon request; (v) full payment of insurance proceeds under any insurance policy up to the dollar limits required in connection with damage to the Premises shall, under no circumstances, be contingent on the degree of damage sustained at other property owned or leased by School; and (vi) to the extent School can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty.

School may, in its discretion, provide any of the insurance required by Section 12.02 under blanket insurance policies that insure not only the risks required to be insured hereunder but also other similar risks.

(b) The parties acknowledge that School is required to maintain insurance coverage pursuant to Section 6.20.2.20 NMAC.

Section 12.03. Waiver of Subrogation. Landlord and School each waive any and every claim which arises or may arise in its favor against the other party hereto and the other party's officers, directors, and employees for any and all loss of or damage to property REGARDLESS OF WHETHER ANY OF SUCH PARTIES' NEGLIGENCE OR FAULT OR OTHER TORTIOUS CONDUCT CONTRIBUTED IN WHOLE OR IN PART TO SUCH CLAIM OR WHETHER SUCH PARTY WOULD BE STRICTLY LIABLE UNDER APPLICABLE LAW, to the extent (but only to the extent) that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated in this paragraph if such policies were maintained as required hereby. Each party agrees to have such insurance policies properly endorsed so as to make them valid notwithstanding this waiver, if such endorsement is required to prevent a loss of insurance.

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 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 Monthly Fixed Reimbursable Expenses 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 V) 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.

(d) School shall not voluntarily settle or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Premises without the written consent of Landlord.

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 with Landlord's consent (which consent shall not be unreasonably withheld or delayed), without cost to the school district, 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.

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, 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 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 and each such assignment or subletting shall state that School shall be jointly and severally liable for the payment and performance of the obligations hereunder.

Section 14.05. 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 XV

COMPLIANCE WITH LAW

School shall at all times operate the Premises, or cause the Premises to be used and operated: (a) in substantial compliance with all Requirements of Law, including the Educational Occupancy Standards; (b) with no use or disposal of hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601, et seq., or any applicable regulations promulgated thereunder), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq., or any applicable regulations promulgated thereunder), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Premises in violation of any Requirements of Laws; (c) with no disposal of any of the items referred to in subsection (b) of this Article on, from, into or out of the Premises in violation of any Requirements of Law; and (d) with no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing depositing, or dispersing of any of the items referred to in subsection (b) of this Article into the indoor or outdoor environment from, into, or out of the Premises, including the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Premises, or the abandonment or discard of barrels, containers, or other open or closed receptacles containing any such items from, into or out of the Premises in violation of any Requirements of Law.

ARTICLE XVI

DEFAULTS AND REMEDIES

Section 16.01. Events of Default by School Defined.

(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 to Landlord on or before the applicable Base Rent and Monthly Fixed Reimbursable Expenses due date; provided, however, that a failure by School to pay Base Rent and Monthly Fixed Reimbursable Expenses on the applicable Base Rent and Monthly Fixed Reimbursable Expenses due date shall not constitute an Event of Default if such payment is received by Landlord within five (5) days following such Base Rent and Monthly Fixed Reimbursable Expenses 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) for which funds have been specifically appropriated when due, 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 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, 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 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 industrial 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 its 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 specifically appropriated by the Board, 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 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 5.05.

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. Waivers. Landlord may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 16.05. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid Sublease of an Event of Default by School in no less than five (5) days after the occurrence.

Section 16.06. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within 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 that default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any 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, 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 (subject to School not being in default hereunder beyond applicable grace and cure period) 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) 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 any advance payments of Base Rent, Monthly Fixed Reimbursable Expenses or 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), shall confirm School's agreements contained in this Section 17.02, and shall contain such other information or confirmations as Landlord may reasonably require.

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." To the extent not covered by insurance, and 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, brought for or on account of any action or failure to act by School, its agents, representatives, and employees, pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord, its agents, representatives and employees.

Section 18.02. Indemnification by Landlord. Except as may be caused primarily by the gross negligence or intentional acts or omissions of Landlord, Landlord shall not be liable for (a) injury, damage or loss of business which may be sustained by School, its agents, officers, directors, employees or invitees, or to their goods, wares, merchandise or property, caused by or resulting from the condition or state of repair of the Premises; (b) injury, damage or loss of business from fire, steam, electricity, gas, water or rain that may leak or flow from or into any part of the Premises; or (c) injury, damage or loss of business from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Premises. Except as to the previous sentence of this Section, and to the extent caused by the negligent or intentional acts or omissions of School, its agents, representatives and employees, Landlord shall protect, defend, indemnify, and save harmless School 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 not caused by School, 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. Upon the expiration or termination of this Lease, School may remove, at its expense, any trade fixtures and unattached personal property previously placed in the Premises by School; 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, upon being installed, become the property of Landlord. However, School shall promptly remove any Alterations by School or Improvements to the Premises made by School without Landlord's prior written consent (or made with Landlord's consent, but subject to Landlord's right to require its removal) if requested to do so by Landlord, and shall repair any damage to the Premises resulting from such removal. Notwithstanding the foregoing, Landlord may only require the removal of Alterations by School, if School was so advised at the time Landlord approved said Alterations by School.

ARTICLE XX

GENERAL PROVISIONS

Section 20.01. Notices; Demands. 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.

Section 20.02. Attorneys' Fees. If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Lease or seeking the interpretation or enforcement of this Lease, including any exhibits attached hereto, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to

recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

Section 20.03. 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 20.04. 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 20.05. 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 20.06. Time of Essence. Time is of the essence with regard to every provision of this Lease and the exhibits attached hereto.

Section 20.07. 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 20.08. 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 20.09. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 20.10. Warranty of Authority. Landlord and School that if they are corporations, limited liability companies or partnerships, or other artificial entities that each individual executing this Lease on behalf of the Landlord and School represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord and School, as applicable, and that this Lease is binding upon Landlord and School.

Section 20.11. 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 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 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 20.12. 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 20.13. 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 PURCHASE**

LANDLORD:

_____, a

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE TWO
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

SCHOOL:

_____, LLC,
a _____

By: _____

Name: _____

Title: _____

ADDENDUM "ONE"

BASE RENT, REIMBURSABLE EXPENSES 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. When and if School exercises the option to purchase the Premises, the Final Lease Payment shall equal the balance due on the Lease Purchase Price for the last month Base Rent has been paid by School.

The Monthly Fixed Reimbursable Expenses shall be \$ _____.

Schedule I

LEASE PURCHASE PRICE AMORTIZATION

To be attached

EXHIBIT "A"

Legal Description of the Land

(To be attached)

EXHIBIT "B"

Diagram of Premises

(To be attached)

EXHIBIT "C"

LANDLORD'S WORK ADDENDUM

THIS LANDLORD'S WORK ADDENDUM forms a part of the Charter School Lease Purchase executed by Landlord and School.

I. Approved Plans; Construction Allowance:

Subject to and upon the conditions hereinafter set forth, Landlord agrees to construct or cause to be constructed at the Premises 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 acknowledges and agrees that if the costs and expenses for Landlord's Work based on the Approved Plans exceed the Construction Allowance, Landlord shall be responsible for all such cost overruns, and the same shall not be billed to School or increase the Base Rent to be paid by School.

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. 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.

III. Construction of Landlord's Work:

Landlord will cause Substantial Completion of Landlord's Work to occur on or before the 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 licensed architect or the Contractor that Landlord's Work have 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 use of the Premises as a charter school, (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.

IV. Entry by School

School may cause its contractors and subcontractors to enter the Premises prior to the completion of Landlord's Work for the purpose of making Improvements, and installing fixtures and equipment (the "School's Work"); provided that (a) the plans for the School's Work have been approved by Landlord in advance, (b) all of the School's Work that complies with all Requirements of Law, (c) all such contractors and subcontractors engaged in the prosecution of School's Work shall be required to procure and maintain the insurance set forth in the Lease, and "ALL RISKS" builders' risk insurance in an amount reasonably acceptable to Landlord, (d) School's Work performed in such a manner and at such times as to maintain harmonious labor relations and not to interfere with or delay the Contractor and its subcontractors, and (e) all of School's contractors and subcontractors will contact the Contractor and schedule time periods during which they may perform School's Work (and Landlord will require the Contractor to reasonably cooperate with School's subcontractors and contractors in this regard).

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 Requirements of Law or be in violation of its charter, and the Premises satisfy all Educational Occupancy Standards.

V. 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 Lease 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 _____ (____) 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.

VI. 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 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.

Schedule I
NMPSFA REQUIREMENTS
(To be attached)

Schedule II
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 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 Term shall terminate on _____.
5. The parties acknowledge and agree that Base Rent and Monthly Fixed Reimbursable Expenses are amended as follows: _____.
6. The parties acknowledge and agree that the square footage of the Premises is amended as follows: _____.
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:

School:

_____, a

_____, a

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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"

TITLE COMMITMENT

(To be attached)

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE
MEMORANDUM**

**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.

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. "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".

H. "Construction Allowance": \$ _____.

I. "School's Pro Rata Share": _____% based on the Complex having a "Complex Rentable Area" of _____ square feet, more or less.

J. "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".

K. "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.

L. "Initial Term": 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.

- M. "Renewal Term(s)": _____ (__) _____ (__) year extensions of the Initial Term to be exercised pursuant to Section 3.04.
- N. "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.
- O. "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, the Monthly Fixed Reimbursable Expenses shall be recalculated.
- P. "Prepaid Rent": \$ _____ representing Base Rent and Monthly Fixed Reimbursable Expenses due for the _____ full month following the Rent Commencement Date due on the date of the execution of this Lease by School.
- Q. "Security Deposit": \$ _____.
- R. "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").
- S. "Parking": School shall have the non-exclusive right to park up to _____ vehicles within the Common Areas during the Lease Term.
- T. Brokers: _____,
representing Landlord ("Landlord's Broker"); and
_____ representing
School ("School's Broker").
- U. "Charter Expiration Date": School's current five (5) year charter expires on _____.
- V. Contingencies: (i) Approved Plans (Exhibit "C", Landlord's Work Addendum Section I) not later than _____;
(ii) _____;

(iii) _____;

W. Amendments:

The General Lease Terms are amended as follows:

(i) _____;

(ii) _____;

(iii) _____;

X. 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" _____

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 "Act"), and School is authorized by the 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

- A. "Acknowledgment" means Exhibit "D".
- B. "Act" is defined in Recitals I of the GLT.
- C. "Actual Prior Year Reimbursable Expenses" is defined in Section 4.02 (a).
- D. "Additional Rent" means the Monthly Fixed Reimbursable Expenses and all other amounts due by School under the terms of this Lease, except Base Rent.
- E. "Alterations by School" is defined in Article IX.
- F. "Approved Plans" is defined in Exhibit "C", Landlord's Work Addendum, Section I.

- G. "Base Rent" is defined in Paragraph N of the SLP.
- H. "Board" means the governing council of School.
- I. "Building(s)" means the building(s) housing the Premises.
- J. "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.
- K. "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.
- L. "Business Day" 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.
- M. "Change Order" is defined in Landlord's Work Addendum, Section V.
- N. "Charter Expiration Date" is defined in Paragraph U of the SLP.
- O. "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.
- P. "Complex" is defined in Paragraph E of the SLP.
- Q. "Complex Rentable Area" means the leasable 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.
- R. "Construction Allowance" is defined in Paragraph H of the SLP.
- S. "Contractor" is defined in Landlord's Work Addendum, Section II.
- T. "Description of Specific Uses" means Exhibit "E".
- U. "Educational Occupancy Standards" means the requirements of the 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.
- V. "Effective Date" is the date the last of Landlord and School fully execute this Lease.
- W. "Estimated Actual Expenses" is defined in Section 4.02 (c).
- X. "Event of Default" is defined in Section 16.01 (a).
- Y. "Event of Nonappropriation" is defined in Section 5.02.

Z. "Exclusive Use Area(s) means those areas outside the Premises and within the Complex which are for the exclusive use of School.

AA. "Final Plans" is defined in Landlord's Work Addendum, Section I.

BB. "Fiscal Year" means School's fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

CC. "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.

DD. "GLT" is the General Lease Terms.

EE. "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.

FF. "Improvements" means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be removed, altered or otherwise renovated pursuant to the terms of this Lease.

GG. "Initial Term" is defined in Paragraph L of the SLP.

HH. "Land" is defined in Paragraph E of the SLP.

II. "Landlord" is defined in Paragraph A of the SLP.

JJ. "Landlord's Broker" is defined in Paragraph T of the SLP.

KK. "Landlord's Insurance" is defined in Section 12.01.

LL. "Landlord's Work" is defined in Paragraph G of the SLP.

MM. "Landlord's Work Addendum" means Exhibit "C".

NN. "Lease" is this Charter School Lease, and it includes all amendments or supplements hereto.

OO. "Lease Term" is the Initial Term and all Renewal Terms.

PP. "Modified Gross Lease" is defined in Section 2.02 (c).

QQ. "Monthly Fixed Reimbursable Expenses" is defined in Paragraph O of the SLP.

RR. "Net Proceeds" is defined as: (1) 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 (2) expenses incurred in the collection of such gross proceeds or awards.

SS. "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.

TT. "NM Adequacy Standards" means Sections 6.27.30.1, et seq., NMAC.

UU. "NMPSFA" means the New Mexico Public Schools Facilities Authority.

VV. "NMPSFA Requirements" is defined in Landlord's Work Addendum, Schedule I.

WW. "Overpayment of Reimbursable Expenses" is defined in Section 4.02 (b).

XX. "Parking" is defined in Paragraph S of the SLP.

YY. "PEC" is the Public Education Commission of the State of New Mexico.

ZZ. "PED" is the Public Education Department of the State of New Mexico.

AAA. "Permitted Encumbrances" means, as of any particular time, (1) liens for taxes and assessments not then delinquent, or liens which may remain unpaid; (2) this Lease (3) easements, licenses, rights of way, rights and privileges, restrictions and exceptions which School certifies will not materially adversely affect the value, or interfere with or impair the effective use or operation, of the Premises; (4) any financing statements filed with respect to Landlord's interest in the Premises or this Lease (5) any lien, mortgage or other encumbrance consented to by Landlord on any portion of or all of the Premises; (6) any applicable zoning requirements; and (7) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Premises and as do not, in the opinion of Landlord, materially impair title to the Premises.

BBB. "Permitted Use" is defined in Paragraph R of the SLP.

CCC. "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.

DDD. "Preliminary Plans" is defined in the Landlord's Work Addendum, Section I.

EEE. "Premises" is defined in Paragraph F of the SLP.

FFF. "Prepaid Rent" is defined in Paragraph P of the SLP.

GGG. "Prior Year Reconciliation" is defined in Section 4.02 (a).

HHH. "Punch List" is defined in Landlord's Work Addendum Section III.

III. "Real Estate Related Taxes" is defined in Article XI.

JJJ. "Reference Date Only" is the dated reflected in the first paragraph of this Lease.

KKK. "Reimbursable Expenses" is defined in Paragraph O of the SLP.

LLL. "Renewal Option" is defined in Section 3.04.

MMM. "Renewal Term(s)" is defined in Paragraph M of the SLP.

NNN. "Rent Commencement Date" is defined in Paragraph K of the SLP.

OOO. "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.

PPP. "Rules and Regulations" means Exhibit "F".

QQQ. "School" is defined in the Paragraph C of the SLP.

RRR. "School's Allocated Common Area" means School's Pro Rata Share of the Building Common Areas which are used by School and other tenants and occupants of the Complex.

SSS. "School's Broker is defined in Paragraph T of the SLP.

TTT. "School Delay" is defined in Landlord's Work Addendum, Section VI.

UUU. "School's Pro Rata Share is defined in Paragraph I of the SLP.

VVV. "School's Rentable Area" means the square footage of School's Usable Area, plus the School's Allocated Common Area.

WWW. "School's Usable Area" 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.

XXX. "School's Work" is defined in Landlord's Work Addendum, Section IV.

YYY. "Security Deposit" is defined in Paragraph Q of the SLP.

ZZZ. "Shortfall in Reimbursable Expenses" is defined in Section 4.02 (b).

AAAA. "SLP" is the Specific Lease Provisions.

BBBB. "State" means the State of New Mexico.

CCCC. "Sublease" is defined in Section 14.02.

DDDD. "Substantial Completion" is defined in Landlord's Work Addendum, Section III.

EEEE. "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.

FFFF. "Term Commencement Date" is defined in Paragraph J of the SLP.

GGGG. "Tort Claims Act" is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

HHHH. "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 in good standing under the laws of the State, (ii) is duly qualified to do business in the State, (iii) is the owner of the Complex, and (iv) is 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) Landlord warrants that 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) The Premises are free of any hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601, et seq., any applicable State law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq., any applicable State law or regulations promulgated under either), special waste, petroleum or petroleum derived substances, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Premises in violation of any Requirements of Law. Landlord warrants that the Premises comply with any and all federal and State environmental regulations.

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, personal property taxes of School and specific obligations related to indemnity by School and tortious conduct of School, School shall only be liable for increases in Reimbursable Expenses after the initial Fiscal Year of the Lease Term pursuant to Article VIII.

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) School is authorized under Section 22-8B-4 NMSA 1978, as amended, to lease the Premises from Landlord and to execute, deliver and perform its obligations under this Lease.

(c) The Initial Term may expire after the Charter Expiration Date.

(d) The Base Rent payable in each Fiscal Year during the Lease Term is not more than the fair value of the use of the Premises during such Fiscal Year. The Base Rent and Monthly Fixed Reimbursable Expenses payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount so as to place School under an economic compulsion (i) to continue this Lease beyond any Fiscal Year; or (ii) not to exercise its right to terminate this Lease at any time through an Event of Nonappropriation. In making the representations, covenants and warranties set forth above in this subsection, School has given due consideration to the Premises, the purposes for which the Premises will be used by School, the benefits to School from the use of the Premises, and the terms of this Lease governing the use of the Premises.

(e) School is not aware of any current violation of any Requirements of Law relating to the Premises.

(f) School has appropriated sufficient monies in its operating budget to pay the Base Rent and Monthly Fixed Reimbursable Expenses estimated to be payable in the current Fiscal Year, upon commencement of the Lease Term, and such monies will be encumbered to pay such Base Rent and Monthly Fixed Reimbursable Expenses.

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 Part "A", Special Lease Provisions (SLP) Paragraph F, and any adjustments thereto 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 and the Monthly Fixed Reimbursable Expenses will be as set forth in Paragraph N of the SLP ("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, or with respect to School's use of the Premises during the period between termination of the Lease Term and the date the Premises and Improvements 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; 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 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 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 Reimbursable Expenses.

(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) 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. 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, at such time as the final determination has been made regarding the actual amount of School's Pro Rata Share of Reimbursable Expenses for the Fiscal Year in which this Lease terminated (which determination shall be timely made), School shall, within thirty (30) days following receipt of the Prior Year Reconciliation for such final Fiscal Year, pay any amounts due as a result of the actual School's Pro Rata Share of Reimbursable Expenses for such Fiscal Year exceeding the Monthly Fixed Reimbursable Expenses paid with respect thereto. Conversely, any overpayment made in the event the actual amount of School's Pro Rata Share of Reimbursable Expenses for the final Fiscal Year are less than Monthly Fixed Reimbursable Expenses paid with respect thereto, shall be remitted to School by Landlord concurrently with Landlord's delivery of the Prior Year Reconciliation for the final Fiscal Year.

(e) PED, NMPSFA, School and its 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 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. School shall deposit with Landlord, coincidentally with the execution of this Lease, the Security Deposit for the full and timely performance and observance of any and all of the terms and conditions of this Lease on School's part to be performed and observed. 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 defaults by School of its obligations under this Lease 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 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

APPROPRIATION AND NONAPPROPRIATION OF FUNDS

Section 5.01. 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 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 5.02. 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 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 5.03. Waiver by Landlord. Notwithstanding Section 5.02, Landlord may waive any such failure to appropriate under said Section 5.02 which is cured by School within a reasonable period of time.

Section 5.04. 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 5.05, 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 5.05. 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 Article IX, Section 11 of the New Mexico Constitution 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 Article IX, Section 11 of the New Mexico Constitution; or (v) as a donation or grant by School to, or in aid of, any Person within the meaning of Article IX, Section 14 of the New Mexico Constitution.

(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 VI

USE; COMMON AREAS; QUIET ENJOYMENT

Section 6.01. 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 6.02. 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.

Section 6.03. 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 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 notification of School in writing that School may take possession. Delivery of possession shall not occur later than the Term Commencement Date.

(b) If Landlord does not deliver possession of the Premises to School on or before the 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 Term Commencement Date by providing written notice thereof to Landlord not later than thirty-five (35) days after the Term Commencement Date. In such event, all Prepaid Rent, the Security Deposit and any payments 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 Exhibit "C", Landlord's Work Addendum, such possession shall be subject to School providing Landlord evidence that all insurance required of School in Article XII has been obtained, and 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

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, and (d) 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) If at any time during the Lease Term, 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 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.

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.

ARTICLE IX

ALTERATIONS BY SCHOOL

School shall have the right to make non-structural changes and Improvements to the then existing Premises, as School shall desire ("Alterations by School"). Any Alterations by School that are structural, affect plumbing, electrical, or other Building systems, or impact the square footage of the then existing Premises shall be subject to Landlord's 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 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 "builder's risk" and workers compensation insurance 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.

ARTICLE X

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, 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 any problems whatsoever with respect to the quality, quantity or interruption of such services, 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 amount so paid by Landlord.

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) 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").

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, on or upon 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 extended coverage property insurance (or its equivalent) covering the Premises from an insurance company authorized to do business in New Mexico, in an amount equal to at least one hundred percent (100%) of the full replacement cost thereof, excluding foundation and excavation costs, and 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 ("Landlord's Insurance"). School will reimburse Landlord for School's Pro Rata Share of Landlord's Insurance as Monthly Fixed Reimbursable Expenses.

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 the following policies of insurance:

(a) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Premises, including in, or about the Common Areas and Complex, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; and

(b) Such other forms of insurance as are customary for a school or are mandated by Requirements of Law, including, without limitation, any legally required workers compensation insurance.

Section 12.03. Insurance Policies.

(a) The insurance policies required in Sections 12.01 and 12.02 shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount not to exceed \$20,000; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to School and Landlord, as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of School or Landlord without first giving written notice thereof to School and Landlord at least thirty (30) days in advance of such cancellation or modification; (iv) each insurance policy, or each certificate evidencing such policy, shall be deposited with Landlord upon request; (v) full payment of insurance proceeds under any insurance policy up to the dollar limits required in connection with damage to the Premises shall, under no circumstances, be contingent on the degree of damage sustained at other property owned or leased by School; and (vi) to the extent School can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty.

School may, in its discretion, provide any of the insurance required by Section 12.02 under blanket insurance policies that insure not only the risks required to be insured hereunder but also other similar risks.

(b) The parties acknowledge that School is required to maintain insurance coverage pursuant to Section 6.20.2.20 NMAC.

Section 12.03. Waiver of Subrogation. Landlord and School each waive any and every claim which arises or may arise in its favor against the other party hereto and the other party's officers, directors, and employees for any and all loss of or damage to property REGARDLESS OF WHETHER ANY OF SUCH PARTIES' NEGLIGENCE OR FAULT OR OTHER TORTIOUS CONDUCT CONTRIBUTED IN WHOLE OR IN PART TO SUCH CLAIM OR WHETHER SUCH PARTY WOULD BE STRICTLY LIABLE UNDER APPLICABLE LAW, to the extent (but only to the extent) that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated in this paragraph if such policies were maintained as required hereby. Each party agrees to have such insurance policies properly endorsed so as to make them valid notwithstanding this waiver, if such endorsement is required to prevent a loss of insurance.

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 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 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 V) 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.

(d) School shall not voluntarily settle or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Premises or the complex without the written consent of Landlord.

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 with Landlord's consent (which consent shall not be unreasonably withheld or delayed), 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 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. Except as otherwise permitted in this Section or Section 14.02 with respect to subleases, School shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Lease or the Premises to any Person, whether now in existence or organized hereafter.

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, 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 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 and each such assignment or subletting shall state that School shall be jointly and severally liable for the payment and performance of the obligations hereunder.

Section 14.05. 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 XV

COMPLIANCE WITH LAW

School shall at all times operate the Premises, or cause the Premises to be used and operated: (a) in substantial compliance with all Requirements of Law, including the Educational Occupancy Standards; (b) with no use or disposal of hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601, et seq., or any applicable regulations promulgated thereunder), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq., or any applicable regulations promulgated thereunder), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Premises in violation of any Requirements of Laws; (c) with no disposal of any of the items referred to in subsection (b) of this Article on, from, into or out of the Premises in violation of any Requirements of Law; and (d) with no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing depositing, or dispersing of any of the items referred to in subsection (b) of this Article into the indoor or outdoor environment from, into, or out of the Premises, including the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Premises, or the abandonment or discard of barrels, containers, or other open or closed receptacles containing any such items from, into or out of the Premises in violation of any Requirements of Law.

ARTICLE XVI

DEFAULTS AND REMEDIES

Section 16.01. Events of Default by School Defined.

(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 to Landlord on or before the applicable Base Rent and Monthly Fixed Reimbursable Expenses due date; provided, however, that a failure by School to pay Base Rent and Monthly Fixed Reimbursable Expenses on the applicable Base Rent and Monthly Fixed Reimbursable Expenses due date shall not constitute an Event of Default if such payment is received by Landlord within five (5) days following such Base Rent and Monthly Fixed Reimbursable Expenses 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) for which funds have been specifically appropriated when due, 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 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, 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 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 industrial 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 its 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 specifically appropriated by the Board, 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 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 5.05.

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. Waivers. Landlord may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 16.05. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid Sublease of an Event of Default by School in no less than five (5) days after the occurrence.

Section 16.06. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within 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 that default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any 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 period) 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) 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 any advance payments of Base Rent, Monthly Fixed Reimbursable Expenses or 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), shall confirm School's agreements contained in this Section 17.02, and shall contain such other information or confirmations as Landlord may reasonably require.

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." To the extent not covered by insurance, and 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, brought for or on account of any action or failure to act by School, its agents, representatives, and employees, pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord, its agents, representatives and employees.

Section 18.02. Indemnification by Landlord. Except as may be caused primarily by the gross negligence or intentional acts or omissions of Landlord, Landlord shall not be liable for (a) injury, damage or loss of business which may be sustained by School, its agents, officers, directors, employees or invitees, or to their goods, wares, merchandise or property, caused by or resulting from the condition or state of repair of the Premises; (b) injury, damage or loss of business from fire, steam, electricity, gas, water or rain that may leak or flow from or into any part of the Premises; or (c) injury, damage or loss of business from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Premises. Except as to the previous sentence of this Section, and to the extent caused by the negligent or intentional acts or omissions of School, its agents, representatives and employees, Landlord shall protect, defend, indemnify, and save harmless School 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 not caused by School, 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. Upon the expiration or termination of this Lease, School may remove, at its expense, any trade fixtures and unattached personal property previously placed in the Premises by School; 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, upon being installed, become the property of Landlord. However, School shall promptly remove any Alterations by School or Improvements to the Premises made by School without Landlord's prior written consent (or made with Landlord's consent, but subject to Landlord's right to require its removal) if requested to do so by Landlord, and shall repair any damage to the Premises resulting from such removal. Notwithstanding the foregoing, Landlord may only require the removal of Alterations by School, if School was so advised at the time Landlord approved said Alterations by School.

ARTICLE XX

GENERAL PROVISIONS

Section 20.01. Notices; Demands. 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.

Section 20.02. Attorneys' Fees. If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Lease or seeking the interpretation or enforcement of this Lease, including any exhibits attached hereto, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

Section 20.03. 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 20.04. 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 20.05. 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 20.06. Time of Essence. Time is of the essence with regard to every provision of this Lease and the exhibits attached hereto.

Section 20.07. 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 20.08. 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 20.09. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 20.10. Warranty of Authority. Landlord and School that if they are corporations, limited liability companies or partnerships, or other artificial entities that each individual executing this Lease on behalf of the Landlord and School represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord and School, as applicable, and that this Lease is binding upon Landlord and School.

Section 20.11. 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 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 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 20.12. 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: _____

**SIGNATURE PAGE TWO
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE**

SCHOOL:

_____, LLC,
a _____

By: _____

Name: _____

Title: _____

ADDENDUM "ONE"

BASE RENT AND MONTHLY FIXED REIMBURSABLE EXPENSES

<u>Initial Term:</u>	<u>Annual Base Rent:</u> *	<u>Monthly Base Rent:</u>	<u>Monthly Fixed 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.)	\$	\$

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.

** 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; Construction Allowance:

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 acknowledges and agrees that if the costs and expenses for Landlord's Work based on the Approved Plans exceed the Construction Allowance, Landlord shall be responsible for all such cost overruns, and the same shall not be billed to School or increase the Base Rent to be paid by School.

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. 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.

III. Construction of Landlord's Work:

Landlord will cause Substantial Completion of Landlord's Work to occur on or before the 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 licensed architect or the Contractor that Landlord's Work have 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 use of the Premises as a charter school, (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.

IV. Entry by School

School may cause its contractors and subcontractors to enter the Premises prior to the completion of Landlord's Work for the purpose of making Improvements, and installing fixtures and equipment (the "School's Work"); provided that (a) the plans for the School's Work have been approved by Landlord in advance, (b) all of the School's Work that complies with all Requirements of Law, (c) all such contractors and subcontractors engaged in the prosecution of School's Work shall be required to procure and maintain the insurance set forth in the Lease, and "ALL RISKS" builders' risk insurance in an amount reasonably acceptable to Landlord, (d) School's Work performed in such a manner and at such times as to maintain harmonious labor relations and not to interfere with or delay the Contractor and its subcontractors, and (e) all of School's contractors and subcontractors will contact the Contractor and schedule time periods during which they may perform School's Work (and Landlord will require the Contractor to reasonably cooperate with School's subcontractors and contractors in this regard).

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 Requirements of Law or be in violation of its charter, and the Premises satisfy all Educational Occupancy Standards.

V. 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 _____ (____) 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.

VI. 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 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.

Schedule I
NMPSFA REQUIREMENTS

To be attached

Schedule II
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 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 Base Rent and Monthly Fixed Reimbursable Expenses are amended as follows: _____.
6. The parties acknowledge and agree that the square footages of the Premises and/or Complex are amended as follows: _____.
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:

School:

_____, a

_____, a

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

Harold Caba
New Mexico Public School Facilities Authority
2019 Galisteo, Suite B-1
Santa Fe, New Mexico 87505

June 24, 2013

Dear Harold,

I would like to submit a 1-year proposal, beginning 1 July 2013, to compile and distribute daily [5 days a week] the PSFA News Digest to PSFA staff, PSCOC members and state education policy makers as well as school administrators and members of the public with concerns for current issues in education for \$45/day plus NM taxes.

The material will be drawn from 25-30 online NM media sources to be ready to distribute before 8 am [Monday-Friday].

Subscriptions to online sources will be noted separately in the monthly invoices.

PSFA Daily Digest [260 daysx\$45]	\$11,700.00
Subscriptions	\$ 586.35
NM Tax [8.1875%]	\$1,005.94
	\$13,292.29

Total: \$13, 500 [leeway for tax-rate change or additional subscriptions as necessary]

Thank you for your continuing assistance.

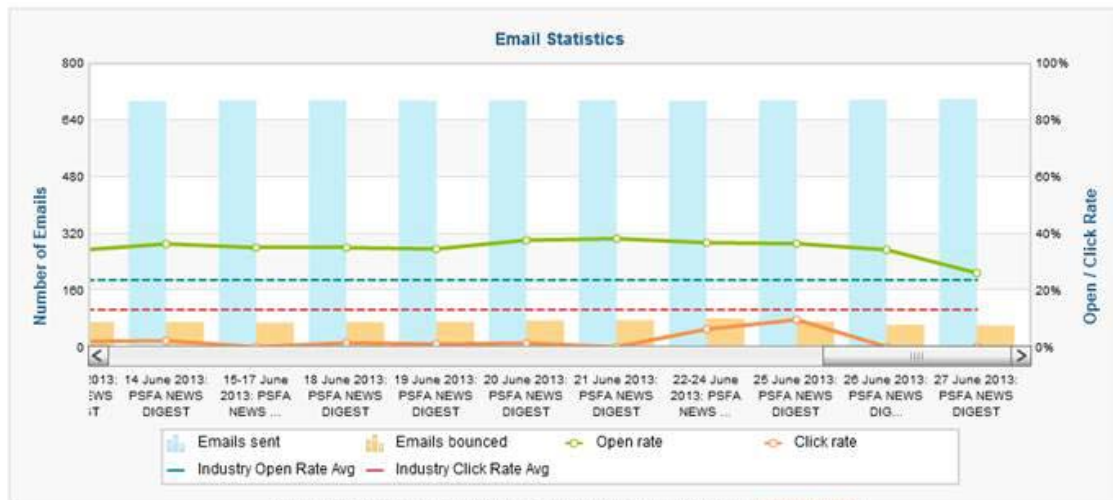
Best regards,

Barbara Riley

1474 Miracerros Loop North
Santa Fe NM 87505

mothwriter@gmail.com
505-920-2357

View Graph



View Reports

Emails [Table Key](#) | [Printable Version](#)Show 50 Emails [Go](#)

Date Sent	Email Name	Sent	Bounces	Spam Reports	Opt-outs	Opens	Clicks	Forwards	
6/27/2013	27 June 2013: PSFA NEWS DIGEST	700	8.6% (60)	0	0	26.1% (167)	0	0	
6/26/2013	26 June 2013: PSFA NEWS DIGEST	698	8.9% (62)	0	0	34.3% (219)	0	0	
6/25/2013	25 June 2013: PSFA NEWS DIGEST	696	10.2% (71)	0	0	36.5% (228)	9.6% (22)	0	
6/24/2013	22-24 June 2013: PSFA NEWS DIGEST	695	11.5% (80)	0	0	36.7% (226)	6.2% (14)	0	
6/21/2013	21 June 2013: PSFA NEWS DIGEST	696	10.8% (75)	0	0.1% (1)	38.2% (237)	0	0	

IV. DIRECTOR'S REPORT

A. Project Status Reports

- PSCOC Project Status Report
- Master Plan Project Status Report
- Lease Assistance Report

B. Relocate Alcalde ES Portable Classrooms

C. Chama Project Update

D. 2013-2014 Workplan/Timeline

E. Next PSCOC Meeting – Proposed for September 5, 2013

PSCOC Project Status Report

07/15/2013

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	TOTAL	COMMITTED	EXPENDED	BALANCE
Alamogordo Public Schools	K13-007	K13-007 Yucca Elementary Pre-Kindergarten Classroom	<div>0%</div> <div>0 mo.</div>	<div>92%</div> <div>8 mo.</div>	<div>0%</div> <div>25 mo.</div>	<div>0%</div> <div>29 mo.</div>	<div>0%</div> <div>38 mo.</div>	This project schedule will adhere to that of P11-001 (APSD Yucca ES renovation), which is currently in the CD phase. 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.	\$149,866.24	\$0.00	\$0.00	\$149,866.24
Alamogordo Public Schools	P11-001	P11-001 Yucca Elementary School Renovation	<div>0%</div> <div>0 mo.</div>	<div>83%</div> <div>8 mo.</div>	<div>0%</div> <div>25 mo.</div>	<div>0%</div> <div>29 mo.</div>	<div>0%</div> <div>44 mo.</div>	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	\$83,859.07	\$143,542.92
Alamogordo Public Schools	P11-002	P11-002 Yucca Elementary (New School)	<div>0%</div> <div>0 mo.</div>	<div>56%</div> <div>1 mo.</div>	<div>0%</div> <div>16 mo.</div>	<div>0%</div> <div>20 mo.</div>	<div>0%</div> <div>31 mo.</div>	The original site was abandoned due to excessive development costs. A new site has been established at the soccer complex just north of the existing Mountain View MS. DD phase restarted on 01-14-13.	\$720,563.00	\$504,298.08	\$230,116.44	\$216,264.92
Albuquerque Public Schools	P06-002	P06-002 New Southwest High School (Atrisco Heritage)	<div>0%</div> <div>0 mo.</div>	<div>0%</div> <div>0 mo.</div>	<div>0%</div> <div>0 mo.</div>	<div>0%</div> <div>0 mo.</div>	<div>36%</div> <div>12 mo.</div>	Phase III in warranty period.	\$52,501,636.00	\$49,677,683.74	\$53,364,708.09	\$2,823,952.26
Albuquerque Public Schools	P12-001	P12-001 Douglas MacArthur Elementary School	<div>0%</div> <div>0 mo.</div>	<div>58%</div> <div>2 mo.</div>	<div>0%</div> <div>16 mo.</div>	<div>0%</div> <div>23 mo.</div>	<div>0%</div> <div>34 mo.</div>	In Design. This project is currently 6 months behind the original MOU schedule due to being put on hold during the APS capital Budget reconciliation. The APS Construction funding will be available 7/1/13. The design phase is nearing completion.	\$0.00	\$0.00	\$0.00	\$0.00
Albuquerque Public Schools	P12-002	P12-002 McKinley Middle School	<div>0%</div> <div>0 mo.</div>	<div>42%</div> <div>7 mo.</div>	<div>0%</div> <div>19 mo.</div>	<div>0%</div> <div>26 mo.</div>	<div>0%</div> <div>37 mo.</div>	Science CR renovation in construction. New Classroom Add in schematic design. Project is currently 12 months behind the original MOU schedule due to being put on hold during the APS capital Budget reconciliation. APS construction funding will be available 7/1/13.	\$649,707.22	\$555,791.40	\$32,320.84	\$93,915.82
Albuquerque Public Schools	P12-003	P12-003 Chaparral Elementary School	<div>100%</div> <div>0 mo.</div>	<div>100%</div> <div>0 mo.</div>	<div>0%</div> <div>16 mo.</div>	<div>0%</div> <div>23 mo.</div>	<div>0%</div> <div>35 mo.</div>	This project is currently 7 months behind the original MOU schedule due to being put on hold during the APS Capital Budget reconciliation. RFP for Construction issued 5/8/13. Proposals due 6/4/13.	\$8,157,548.90	\$291,326.52	\$291,326.52	\$7,866,222.38
Albuquerque Public Schools	P13-001	P13-001 Sandia High School	<div>0%</div> <div>0 mo.</div>	<div>0%</div> <div>0 mo.</div>	<div>41%</div> <div>11 mo.</div>	<div>0%</div> <div>19 mo.</div>	<div>0%</div> <div>34 mo.</div>	In Construction. On Schedule.	\$10,697,386.00	\$6,080,772.43	\$2,930,921.72	\$4,616,613.57
Albuquerque Public Schools	R10-002	R10-002 MacArthur Elementary School Roof	<div>0%</div> <div>0 mo.</div>	<div>58%</div> <div>0 mo.</div>	<div>0%</div> <div>16 mo.</div>	<div>0%</div> <div>23 mo.</div>	<div>0%</div> <div>34 mo.</div>	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
Albuquerque Public Schools	R13-002	R13-002 Nuestros Valores (Armijo Bldg)	<div>0%</div> <div>0 mo.</div>	<div>100%</div> <div>0 mo.</div>	<div>10%</div> <div>4 mo.</div>	<div>0%</div> <div>6 mo.</div>	<div>0%</div> <div>23 mo.</div>	Design Complete. G.C. Selected and construction activities to begin 7.8.13	\$155,176.00	\$10,177.31	\$6,363.74	\$144,998.69

Albuquerque Public Schools	R13-003	R13-003 Nuestros Valores (Admin Bldg)	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	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.	4 mo.	5 mo.	23 mo.					
Belen Consolidated Schools	P12-004	P12-004 Family School	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	RFP for DP to be issued Late June 3013. This project is 15 months behind the original MOU schedule due to the time for PSCOC Ed Spec approval and the district bond sales schedule.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Belen Consolidated Schools	R11-001	R11-001 Belen High School Roof	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>46%</div></div>	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.	3 mo.					
Belen Consolidated Schools	R13-004	R13-004 Gil Sanchez Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design Complete. G.C Selection Complete. Construction has started	\$205,343.00	\$182,390.24	\$42,115.35	\$22,952.76
			0 mo.	0 mo.	4 mo.	5 mo.	23 mo.					
Belen Consolidated Schools	R13-005	R13-005 Belen High School (Cafeteria)	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design Complete. G.C. Selection complete. Construction activities to begin July	\$223,893.00	\$172,950.47	\$40,207.94	\$50,942.53
			0 mo.	0 mo.	4 mo.	5 mo.	23 mo.					
Bernalillo Public Schools	P09-008	P09-008 Willanna D. Carroll Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	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	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>94%</div></div>	<div><div>92%</div></div>	closing out project.	\$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	<div><div>0%</div></div>	<div><div>60%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	SD has been submitted to PSFA. We are still within original anticipated construction MACC. Project progress was presented to BPS Board 7/11.	\$1,355,200.00	\$1,053,411.73	\$26,071.37	\$301,788.27
			0 mo.	6 mo.	27 mo.	30 mo.	40 mo.					
Bernalillo Public Schools	P13-002	P13-002 Santo Domingo Elementary/Middle School	<div><div>82%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Meeting to discuss Draft Ed Spec on 7/17	\$665,796.00	\$14,463.94	\$0.00	\$651,332.06
			1 mo.	15 mo.	30 mo.	32 mo.	41 mo.					
Bernalillo Public Schools	R13-006	R13-006 Bernalillo Middle School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>95%</div></div>	<div><div>0%</div></div>	Complete. In warranty period.	\$21,262.00	\$17,326.17	\$0.00	\$3,935.83
			0 mo.	0 mo.	0 mo.	0 mo.	11 mo.					
Bernalillo Public Schools	R13-007	R13-007 Placitas Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>68%</div></div>	<div><div>0%</div></div>	Roof complete. roof ladder and remaining metal to be installed and complete by 7/19.	\$59,850.47	\$49,355.91	\$0.00	\$10,494.56
			0 mo.	0 mo.	0 mo.	1 mo.	11 mo.					
Capitan Municipal Schools	P13-003	P13-003 Capitan HS & Capitan ES	<div><div>0%</div></div>	<div><div>20%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	RFQ sent out; recieved SOQ & sent out RFP; recieved RFP's & holding interviews. CMAR has been selected. Construction anticipated to start December 2013.	\$500,000.00	\$176,317.60	\$161,002.23	\$323,682.40
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

Central Consolidated Schools	P09-011A	P09-011A Nizhoni Roof/Paving	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>10%</div></div>	<div><div>0%</div></div>	Project complete and punch list phase being completed. Final billing being processed.	\$1,076,218.00	\$939,695.04	\$957,210.55	\$136,522.96
			0 mo.	0 mo.	0 mo.	0 mo.	9 mo.					
Central Consolidated Schools	P09-011B	P09-011B Stokely/Mesa Elementary Schools	<div><div>55%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>65%</div></div>	<div><div>14%</div></div>	Design for Permanent Mechanical Solution is being finalized and priced by the General & Mechanical Contractor. Work began in June.	\$430,426.00	\$349,155.47	\$348,797.21	\$81,270.53
			0 mo.	0 mo.	0 mo.	0 mo.	1 mo.					
Central Consolidated Schools	P09-011C	P09-011C 3 Shiprock Elementaries	<div><div>55%</div></div>	<div><div>98%</div></div>	<div><div>88%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Construction is proceeding, due to the nature of remodel projects there have been delays caused by unforeseen conditions. Contractor is on schedule for interior substantial completion August 5th. Some exterior items will remain to be completed.	\$4,735,015.00	\$2,564,936.46	\$1,989,121.90	\$2,170,078.54
			0 mo.	0 mo.	2 mo.	4 mo.	14 mo.					
Central Consolidated Schools	P13-004	P13-004 Naschitti Elementary School	<div><div>100%</div></div>	<div><div>28%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	FBT has completed Program Development and has submitted the RASC to PSFA for review. The DP continues to move forward with the schematic design and meeting with teachers and staff for input.	\$474,165.00	\$233,834.33	\$0.00	\$240,330.67
			0 mo.	5 mo.	20 mo.	22 mo.	33 mo.					
Central Consolidated Schools	R13-008	R13-008 Kirtland Central High School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	In Design.	\$121,140.00	\$0.00	\$0.00	\$121,140.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Central Consolidated Schools	R13-009	R13-009 Kirtland Middle School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	In Design.	\$98,233.00	\$0.00	\$0.00	\$98,233.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Chama Valley Independent Schools	P06-007	P06-007 Tierra Amarilla Middle School / Escalante High School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>85%</div></div>	<div><div>0%</div></div>	Design for Permanent Mechanical Solution is finalized and priced. Work to began by the General & Mechanical Contractor.	\$15,531,543.00	\$17,136,970.19	\$3,710,004.62	(\$1,605,427.19)
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Chama Valley Independent Schools	P07-003	P07-003 New Tierra Amarilla Elementary	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>55%</div></div>	<div><div>0%</div></div>	Concrete work around Gym began in June. Electrical issues are still being investigated.	\$6,069,196.00	\$5,809,002.85	\$3,162,842.10	\$260,193.15
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Clovis Municipal Schools	P08-009	P08-009 La Casita Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>93%</div></div>	Construction complete, final payment processed. Awaiting financial closeout.	\$7,390,000.00	\$6,368,045.58	\$6,310,026.60	\$1,021,954.42
			0 mo.	0 mo.	0 mo.	0 mo.	1 mo.					
Clovis Municipal Schools	P09-013	P09-013 Bella Vista Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>51%</div></div>	Certificate of Final Completion issued, final pay app processed. In warranty period	\$6,682,844.00	\$6,539,696.98	\$6,464,319.40	\$143,147.02
			0 mo.	0 mo.	0 mo.	2 mo.	11 mo.					
Clovis Municipal Schools	P09-014	P09-014 James Bickley Elementary School	<div><div>100%</div></div>	<div><div>99%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Development continues on final Construction Documents	\$587,782.00	\$587,782.00	\$336,034.64	\$0.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Clovis Municipal Schools	P09-015	P09-015 Lockwood Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>65%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Construction progress proceeding; PAC pre-conference on 4/23	\$11,430,471.00	\$9,918,978.37	\$8,439,187.37	\$1,511,492.63
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

Clovis Municipal Schools	P09-016	P09-016 Marshall Junior High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>80%</div></div>	Certificate of Final Completion in process for signatures, final payment issued.	\$6,662,826.00	\$5,426,093.97	\$5,095,066.41	\$1,236,732.03
			0 mo.	0 mo.	0 mo.	0 mo.	3 mo.					
Clovis Municipal Schools	P11-020	P11-020 New Middle School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>97%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Temporary Certificate of Occupancy issued for Bldgs A-F on 06/02/13. Projected Substantial Completion for all Bldgs on 07/15/13. Landscaping underway, district furniture deliveries occurring.	\$19,157,451.00	\$16,506,986.44	\$12,880,216.71	\$2,650,464.56
			0 mo.	0 mo.	0 mo.	7 mo.	17 mo.					
Clovis Municipal Schools	R11-004	R11-004 Clovis High School Roof	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>59%</div></div>	Certificate of Final Completion issued, final payment processed.	\$1,122,513.00	\$941,447.47	\$883,998.84	\$181,065.53
			0 mo.	0 mo.	0 mo.	0 mo.	8 mo.					
Clovis Municipal Schools	R11-005	R11-005 9th Grade Academy Roof	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>58%</div></div>	Certificate of Final Completion issued, final payment processed.	\$1,457,158.00	\$1,241,505.71	\$1,171,812.32	\$215,652.29
			0 mo.	0 mo.	0 mo.	0 mo.	10 mo.					
Cobre Consolidated Schools	P09-017	P09-017 Central Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	Project is complete. Close-out documents have been received and verified by Architect. Final payment has been made. We are currently in 11 month correction period and will be followed by financial close-out of project.	\$7,560,862.00	\$6,614,872.77	\$6,637,024.86	\$945,989.24
			0 mo.	0 mo.	0 mo.	4 mo.	4 mo.					
Cobre Consolidated Schools	P11-003	P11-003 Bayard Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>3%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	NTP was issued on July 1, 2013 and asbestos abatement of building is ongoing. It is anticipated that the abatement contractor will hand over half of the building to the GC for renovation by mid to late July. Contractor has started to mobilize.	\$8,948,314.00	\$8,287,756.07	\$256,001.53	\$660,557.93
			0 mo.	0 mo.	12 mo.	23 mo.	24 mo.					
Deming Public Schools	K13-008	K13-008 Bell Elementary Pre-Kindergarten Classroom	<div><div>100%</div></div>	<div><div>77%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	07-12-13; District initially misjudged scope of work. Design Professional services will be required and a new scope of work to be generated. Original award will be insufficient to complete necessary work.	\$7,693.92	\$0.00	\$0.00	\$7,693.92
			0 mo.	0 mo.	1 mo.	3 mo.	15 mo.					
Deming Public Schools	P07-005	P07-005 Deming High School	<div><div>21%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	07-12-13 GS Planning is performing Campus Utilization Master Plan. Upon completion, district will solicit for full design services (expected early fall). Next projected local GOB, Feb 2014	\$2,700,000.00	\$16,283.00	\$16,283.00	\$2,683,717.00
			2 mo.	15 mo.	59 mo.	61 mo.	75 mo.					
Deming Public Schools	R11-008	R11-008 Deming Intermediate School Roof	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Project is 100% complete and close-out documents have been received. Awaiting record drawings.	\$210,955.00	\$153,640.72	\$144,919.94	\$57,314.28
			0 mo.	0 mo.	0 mo.	0 mo.	24 mo.					
Espanola Public Schools	P06-012	P06-012 Alcalde Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>85%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Under construction: 85% complete.	\$6,007,342.00	\$5,058,792.70	\$4,141,693.47	\$948,549.30
			0 mo.	0 mo.	0 mo.	1 mo.	12 mo.					
Espanola Public Schools	P12-006	P12-006 Velarde Elementary School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	No district's official decision regarding the future of the school was made yet.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	0 mo.	9 mo.	7 mo.	18 mo.					
Espanola Public Schools	P12-008	P12-008 E.T.S. Fairview Elementary School	<div><div>0%</div></div>	<div><div>55%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The design professional submitted the design development package for the district and PSFA reviews.	\$781,000.00	\$440,645.69	\$187,825.12	\$340,354.31
			0 mo.	0 mo.	14 mo.	15 mo.	26 mo.					

Espanola Public Schools	P13-005	P13-005 Los Ninos Kindergarten	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	No design professional selected yet for this project.	\$134,258.00	\$0.00	\$0.00	\$134,258.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Espanola Public Schools	P13-011	P13-011 Carlos Vigil Middle School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>95%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Project is 95% complete.	\$822,298.00	\$0.00	\$0.00	\$822,298.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Espanola Public Schools	R13-010	R13-010 Chimayo Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The construction contract is awarded to J 3 Systems, LLC.	\$103,008.00	\$92,347.35	\$4,490.17	\$10,660.65
			0 mo.	0 mo.	1 mo.	1 mo.	1 mo.					
Espanola Public Schools	R13-011	R13-011 Dixon Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The construction contract is awarded to DKG roofing.	\$141,722.00	\$108,964.52	\$1,769.53	\$32,757.48
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Espanola Public Schools	R13-012	R13-012 Hernandez Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The construction contract is awarded to J3 Systems, LLC. The pre-construction meeting was held on June 12, 2013.	\$462,238.00	\$362,841.49	\$7,686.67	\$99,396.52
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Espanola Public Schools	R13-013	R13-013 Espanola Valley High School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The construction contract is awarded to J3 Systems, LLC.	\$348,434.00	\$336,697.61	\$3,596.72	\$11,736.39
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Estancia Municipal Schools	P12-009	P12-009 Estancia Middle School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	CD design phase complete. Asbestos removal and technology / server relocation in progress. Bid process and contractor selection finalized. Construction starting	\$493,521.00	\$5,695,627.33	\$302,018.66	(\$5,202,106.33)
			0 mo.	0 mo.	12 mo.	13 mo.	30 mo.					
Estancia Municipal Schools	R13-025	R13-025 Van Stone Elementary Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Planning complete. Design work complete. Contractor selection / bidding in progress.	\$192,525.00	\$15,406.84	\$5,325.73	\$177,118.16
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Eunice Municipal Schools	P10-001	P10-001 Mettie Jordan Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>95%</div></div>	<div><div>0%</div></div>	Close-out and Punchlist continues	\$1,728,968.00	\$1,352,975.86	\$1,201,278.12	\$375,992.14
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Farmington Municipal School	P10-003	P10-003 Tibbetts Middle School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>11%</div></div>	<div><div>0%</div></div>	Tibbetts MS is Substantial Complete. Furniture was moved in July, 2013. The school is ready for occupation.	\$20,060,000.00	\$13,358,619.12	\$12,721,553.02	\$6,701,380.88
			0 mo.	0 mo.	0 mo.	0 mo.	10 mo.					
Farmington Municipal Schools	K13-001	K13-001 CATE Center Pre-Kindergarten Classroom	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>50%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	In Construction. On Schedule.	\$601,579.93	\$601,579.00	\$130,599.10	\$0.93
			0 mo.	0 mo.	2 mo.	3 mo.	14 mo.					
Farmington Municipal Schools	P08-004	P08-004 McKinley Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>90%</div></div>	Final corrections made to HVAC system and project is now complete. POE has begun and is to be completed by July, 2013.	\$8,228,571.00	\$8,203,760.06	\$8,187,942.25	\$24,810.94
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

Farmington Municipal Schools	P13-006	P13-006 Farmington High School	<div><div>100%</div></div>	<div><div>19%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Greer Stafford Architects has started programming phase, meeting with teachers and staff. Schedule to be developed as soon as a final determination has been made whether it will be a two phase or three phase project.	\$3,168,366.00	\$1,681,500.00	\$0.00	\$1,486,866.00
			0 mo.	1 mo.	1 mo.	1 mo.	1 mo.					
Floyd Municipal Schools	R13-014	R13-014 Floyd Combined School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design in progress	\$256,184.00	\$0.00	\$0.00	\$256,184.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Gadsden Independent School District	R12-002	R12-002 Chaparral Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>96%</div></div>	<div><div>53%</div></div>	We are working toward final completion and project closeout.	\$721,522.00	\$538,262.14	\$489,063.65	\$183,259.86
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Gadsden Independent Schools	K13-002	K13-002 Anthony ES Pre-Kindergarten Classroom	<div><div>0%</div></div>	<div><div>37%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	DDs have been submitted and are pending NMPSFA approval. 100% CDs are ready to be submitted to NMPSFA for approval pending approval of the DDs.	\$233,420.00	\$233,420.00	\$0.00	\$0.00
			0 mo.	0 mo.	0 mo.	4 mo.	13 mo.					
Gadsden Independent Schools	P08-003A	P08-003A Gadsden High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>26%</div></div>	<div><div>0%</div></div>	Punchlist work is ongoing.	\$9,631,549.00	\$8,751,232.56	\$8,508,438.85	\$880,316.44
			0 mo.	0 mo.	0 mo.	2 mo.	11 mo.					
Gadsden Independent Schools	P08-003B	P08-003B (Phase 3 Part 1) Gadsden High School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>35%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Early work amendment 1 is 35% complete and is progressing rapidly.	\$13,758,888.00	\$12,174,945.49	\$3,214,023.88	\$1,583,942.51
			0 mo.	0 mo.	16 mo.	20 mo.	29 mo.					
Gadsden Independent Schools	P08-003C	P08-003C (Phase 3 Part 2) Gadsden High School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design professional on board	\$534,556.00	\$0.00	\$0.00	\$534,556.00
			0 mo.	6 mo.	17 mo.	21 mo.	35 mo.					
Gadsden Independent Schools	P08-003D	P08-003D (Phase 3 Part 3) Gadsden High School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design professional on board	\$534,556.00	\$0.00	\$0.00	\$534,556.00
			0 mo.	13 mo.	28 mo.	32 mo.	46 mo.					
Gadsden Independent Schools	P08-014	P08-014 Berino Elementary (existing)	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>75%</div></div>	<div><div>22%</div></div>	Construction contract is complete and moving toward project closeout.	\$11,289,571.00	\$7,009,808.24	\$6,779,808.13	\$4,279,762.76
			0 mo.	0 mo.	0 mo.	0 mo.	11 mo.					
Gadsden Independent Schools	P09-018	P09-018 Anthony Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>94%</div></div>	<div><div>40%</div></div>	Construction contract is complete and moving toward project closeout.	\$12,991,400.00	\$10,472,547.12	\$10,424,601.04	\$2,518,852.88
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Gadsden Independent Schools	P13-007	P13-007 Desert View Elementary	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The educational specifications are complete and approved.	\$1,550,737.00	\$0.00	\$0.00	\$1,550,737.00
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Gadsden Independent Schools	R12-003	R12-003 Sunland Park Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>96%</div></div>	<div><div>53%</div></div>	We are working toward final completion and project closeout.	\$28,800.00	\$29,413.11	\$17,975.79	(\$613.11)
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					

Gadsden Independent Schools	R12-004	R12-004 Desert View Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>96%</div></div>	<div><div>53%</div></div>	We are working toward final completion and project closeout.	\$28,800.00	\$29,413.11	\$21,209.31	(\$613.11)
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Gadsden Independent Schools	R12-005	R12-005 Riverside Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>96%</div></div>	<div><div>53%</div></div>	We are working toward final completion and project closeout.	\$28,800.00	\$29,413.03	\$21,544.39	(\$613.03)
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Gallup-McKinley County Public Schools	P08-016	P08-016 Gallup Jr. High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>98%</div></div>	All work is completed on this project. Contractor has filed for bankruptcy. We are currently working with the attorneys and bankruptcy court to establish final payment methods acceptable to all parties.	\$36,473,734.00	\$28,747,162.18	\$28,144,107.72	\$7,726,571.82
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Gallup-McKinley County Public Schools	P10-004	P10-004 Crownpoint Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>90%</div></div>	<div><div>30%</div></div>	The building is complete. The contractor is completing punch list items, closeout documentation and outstanding T&B items. Contractor has started demolition of existing building.	\$12,859,099.00	\$11,732,743.87	\$11,159,946.92	\$1,126,355.13
			0 mo.	0 mo.	0 mo.	0 mo.	4 mo.					
Gallup-McKinley County Public Schools	P11-005	P11-005 Washington Elementary School	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The District continues to conduct community meetings to describe the plans for school consolidation and the realignment of attendance boundaries throughout the district. They have not hired a design professional. The district anticipates starting design in Aug.	\$758,355.00	\$20,965.03	\$20,806.66	\$737,389.97
			0 mo.	0 mo.	34 mo.	41 mo.	51 mo.					
Gallup-McKinley County Public Schools	P11-006	P11-006 Church Rock Academy	<div><div>100%</div></div>	<div><div>28%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The project is on schedule. The Design Professional has completed schematic design. The DP is starting Design Development and continuing the LCCA.	\$886,449.00	\$369,252.58	\$77,480.64	\$517,196.42
			0 mo.	7 mo.	23 mo.	25 mo.	42 mo.					
Gallup-McKinley County Public Schools	P11-008	P11-008 Jefferson Elementary School	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design expected to begin in 2014	\$980,561.00	\$0.00	\$0.00	\$980,561.00
			0 mo.	21 mo.	34 mo.	36 mo.	53 mo.					
Gallup-McKinley County Public Schools	R11-009	R11-009 Tohatchi High School Roof	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>84%</div></div>	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.	5 mo.					
Gallup-McKinley County Public Schools	R13-015	R13-015 Thoreau High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The DP is working on the owner-contractor agreement. Construction is expected to begin End of July.	\$1,913,388.00	\$94,155.56	\$27,046.95	\$1,819,232.44
			0 mo.	0 mo.	3 mo.	5 mo.	21 mo.					
Gallup-McKinley County Schools	K13-009	K13-009 Church Rock ES Pre-Kindergarten Classroom	<div><div>0%</div></div>	<div><div>15%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The project is on schedule. The DP is ready to submit for schematic design approval. The design committee is making progress with design and LCCA.	\$239,980.38	\$8,617.95	\$2,065.93	\$231,362.43
			0 mo.	7 mo.	23 mo.	25 mo.	42 mo.					
Grants-Cibola County Schools	P10-005	P10-005 Cubero Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>98%</div></div>	<div><div>70%</div></div>	Completed 11 Month Warranty Walkthrough P.I on 7.10.13. Phase II (Landscape work) will be conducted mid September	\$8,526,316.00	\$8,020,674.75	\$7,844,336.55	\$505,641.25
			0 mo.	0 mo.	0 mo.	0 mo.	3 mo.					
Grants-Cibola County Schools	R13-016	R13-016 Los Alamos Middle School	<div><div>75%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>59%</div></div>	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
			0 mo.	0 mo.	0 mo.	3 mo.	19 mo.					

Grants-Cibola County Schools	R13-017	R13-017 Mesa View Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>6%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	In Construction. On Schedule. Notice to Proceed was signed 7.3.13	\$408,880.00	\$377,880.95	\$16,092.83	\$30,999.05
			0 mo.	0 mo.	4 mo.	6 mo.	19 mo.					
Hatch Valley Public Schools	K13-003	K13-003 Hatch ES Pre-Kindergarten Classroom	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	District and Design Professional met June 27, 2013 to continue design work.	\$291,631.83	\$0.00	\$0.00	\$291,631.83
			0 mo.	1 mo.	5 mo.	17 mo.	17 mo.					
Hatch Valley Public Schools	R11-010	R11-010 Garfield Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	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	\$540,986.87	\$124,063.59
			0 mo.	0 mo.	0 mo.	0 mo.	9 mo.					
Hatch Valley Public Schools	R13-018	R13-018 Rio Grande Elementary School	<div><div>0%</div></div>	<div><div>99%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Project has been delayed by a contractor protest, an additional funding request, and the contractor's lack of reponse to provide a surety that is listed on the circular 570 as required. Still working with DP and contractor to get this addressed.	\$681,189.99	\$103,277.57	\$20,447.05	\$577,912.42
			0 mo.	0 mo.	1 mo.	13 mo.	25 mo.					
Hobbs Municipal Schools	P10-006	P10-006 Hobbs High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>50%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Construction in progress on Phase 4.1 (300 & 600 Wing); Phase 4.2 (Breezeway Alterations) has been delayed to next year (2014)	\$13,621,248.00	\$11,715,668.15	\$9,741,234.48	\$1,905,579.85
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
La Promesa Charter School	R13-001	R13-001 La Promesa Early Learning Center	<div><div>0%</div></div>	<div><div>95%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	In Design. On Schedule.Construction activities to begin 7.8.13	\$97,416.00	\$78,652.45	\$0.00	\$18,763.55
			0 mo.	0 mo.	4 mo.	5 mo.	23 mo.					
Las Cruces Public Schools	P06-024	P06-024 New High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	Project is nearing closeout. Therefore, the schedule in E-Builder was updated only from substantial completion to project closeout.	\$66,698,000.00	\$63,683,310.12	\$51,193,775.45	\$3,014,689.88
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Las Cruces Public Schools	P06-025	P06-025 Mayfield High School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	Project is @ 100% complete.	\$10,454,508.00	\$8,781,425.27	\$8,752,391.26	\$1,673,082.73
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Las Cruces Public Schools	P08-008	P08-008 Lynn Middle School-Camino Real Middle	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	Project is near final financial closeout. Therefore, the E-Builder schedule was not updated.	\$24,316,228.00	\$24,041,409.66	\$22,028,539.73	\$274,818.34
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Las Cruces Public Schools	P10-007	P10-007 Loma Heights Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>73%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	07-12-13; Phase 2 on schedule. Demolition of original wing is complete and phase 3 has begun. . No substantial delays or issues to report.	\$8,741,388.00	\$6,781,423.97	\$4,215,981.08	\$1,959,964.03
			0 mo.	0 mo.	10 mo.	10 mo.	24 mo.					
Las Cruces Public Schools	P11-011	P11-011 Las Cruces High School	<div><div>100%</div></div>	<div><div>70%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	07-12-13; Phase 1 60% DDs submitted. Contracts and permits in place for Early Work Package, and work is underway. Contractor on schedule. No significant issues or delays to report. Intend RFP for Construction of Phase 1 by early fall.	\$46,979,000.00	\$981,168.65	\$353,334.10	\$45,997,831.35
			0 mo.	4 mo.	28 mo.	29 mo.	43 mo.					
Las Cruces Public Schools	P11-012	P11-012 University Hills Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>90%</div></div>	Project is 100% complete. Close-out documents are verified. Final payment processed. In 11-month correction period until August 2013, which will then be followed by financial close-out.	\$2,134,676.37	\$1,823,508.26	\$1,823,201.80	\$311,168.11
			0 mo.	0 mo.	0 mo.	3 mo.	3 mo.					

Las Cruces Public Schools	R12-007	R12-007 Sunrise Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	Project complete @ 100%. Project will have 11 month walk-thru in August 2013, and financial close-out will follow.	\$778,068.00	\$402,187.13	\$402,186.91	\$375,880.87
			0 mo.	0 mo.	0 mo.	2 mo.	2 mo.					
Las Cruces Public Schools	R12-008	R12-008 MacArthur Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>71%</div></div>	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
			0 mo.	0 mo.	0 mo.	0 mo.	2 mo.					
Las Cruces Public Schools	R13-019	R13-019 Zia Middle School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>76%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	07-12-13; Roofing and interior work continues in classroom wing areas. Roofing is complete at gym & music bldg. Contractor on schedule to complete by revised substantial completion date. No significant delays or impacts to report.	\$1,227,431.00	\$1,054,226.51	\$750,571.58	\$173,204.49
			0 mo.	0 mo.	2 mo.	2 mo.	19 mo.					
Los Alamos Public Schools	P10-008	P10-008 Los Alamos High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>10%</div></div>	11 month walkthrough correction list being addressed by Contractor.	\$7,916,917.00	\$7,425,843.53	\$7,186,198.20	\$491,073.47
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Los Alamos Public Schools	P11-013	P11-013 Los Alamos Middle School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>56%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Roofing is nearly complete. Interior finishes have begun in areas where roof is complete.	\$5,928,019.00	\$5,576,117.91	\$4,041,761.24	\$351,901.09
			0 mo.	0 mo.	3 mo.	5 mo.	33 mo.					
Los Alamos Public Schools	P11-014	P11-014 Aspen Elementary School	<div><div>100%</div></div>	<div><div>63%</div></div>	<div><div>4%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	CD Design 100%. Early Work Package for utilities, sitework and portable campus has begun	\$264,000.00	\$238,538.65	\$181,176.67	\$25,461.35
			0 mo.	0 mo.	17 mo.	26 mo.	32 mo.					
Los Lunas Public Schools	P11-015	P11-015 Los Lunas High School	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>3%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	In Construction. On schedule.	\$25,868,099.20	\$20,277,488.57	\$17,432,410.63	\$5,590,610.63
			0 mo.	0 mo.	4 mo.	11 mo.	23 mo.					
Los Lunas Public Schools	R12-009	R12-009 Los Lunas Middle School Roof	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>28%</div></div>	This project is completed and is in the warranty phase.	\$633,937.00	\$563,996.89	\$545,349.18	\$69,940.11
			0 mo.	0 mo.	0 mo.	0 mo.	5 mo.					
Los Lunas Public Schools	R13-020	R13-020 Valencia Middle School (AKA Manzano Vista Middle School)	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Design Complete. G.C. Selection Complete. In construction	\$1,371,267.00	\$1,205,710.20	\$198,235.82	\$165,556.80
			0 mo.	0 mo.	4 mo.	5 mo.	23 mo.					
New Mexico School for the Blind and Visually Impaired	P13-016	P13-016 NMSBVI Health Services & Jack Hall	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The NMSBVI is generating a RFP for design services. The NMSBVI wanted to focus their attention on project development for P13-015 (NMSBVI Site Improvements) first before moving toward development of this project. Thus, the schedule has not yet been established for this project.	\$0.00	\$0.00	\$0.00	\$0.00
			0 mo.	10 mo.	22 mo.	26 mo.	40 mo.					
New Mexico School for the Deaf	P13-008	P13-008 NMSD Santa Fe	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	No design professional selected yet for this project.	\$1,400,000.00	\$0.00	\$0.00	\$1,400,000.00
			0 mo.	7 mo.	20 mo.	10 mo.	23 mo.					
New Mexico School for the Deaf		R13-022 NMSD Albuquerque Pre-School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The project is out to bid.	\$35,625.00	\$3,786.56	\$0.00	\$31,838.44
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

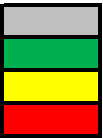
NMSBVI	C10-002A	C10-002A NMSBVI Deficiencies Correction	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>87%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Ongoing work includes Garrett floors, door hardware, FCU T&B, kitchen casework, & paint / Bert Reeves data cable test / Quimby roofing & pool plaster / water tower demolition. Project is 87% complete.	\$4,048,301.00	\$4,052,767.73	\$3,430,120.96	(\$4,466.73)
			0 mo.	0 mo.	0 mo.	2 mo.	10 mo.					
NMSBVI	C10-002B	C10-002B NMSBVI WEC Building	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Notice of Award was issued to BSC to include all bid lots above the estimated MACC but within overall project budget including C10-002A.	\$8,193,022.00	\$6,617,825.66	\$8,105.71	\$1,575,196.34
			0 mo.	0 mo.	8 mo.	12 mo.	21 mo.					
NMSBVI	P13-015	P13-015 NMSBVI Site Improvements	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	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	\$49,910.95	\$0.00
			0 mo.	8 mo.	13 mo.	16 mo.	31 mo.					
NMSD	C10-001A	C10-001A NMSD Campus Wide Deficiencies Corrections	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>50%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The contractor's bids for the Larson GYM sewer replacement work were received on May 14, 2013. The construction contract for the Ortega Plumbing and Heating, Inc. is pending PSFA approval.	\$4,296,446.00	\$3,369,659.89	\$2,832,248.50	\$926,786.11
			0 mo.	0 mo.	1 mo.	1 mo.	19 mo.					
NMSD	C10-001B	C10-001B Site Improvements Phase 1, Dillon Hall Phase 2	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The contractor's responses to the RFP for construction were reviewed and the interviews were held. The selected contractor is Bradbury Stamm Construction. The Notice of Award is issued and the construction contract is pending.	\$6,394,459.00	\$4,458,561.28	\$24,436.03	\$1,935,897.72
			0 mo.	0 mo.	13 mo.	13 mo.	13 mo.					
NMSD	P13-017	P13-017 NMSD Health Center Services	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The construction contract for Bradbury Stamm Construction is pending.	\$555,940.00	\$288,950.00	\$11,422.25	\$266,990.00
			0 mo.	0 mo.	13 mo.	13 mo.	13 mo.					
Penasco Independent Schools	R13-023	R13-023 Penasco Middle School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The award is limited to funding portions of roof over classrooms. The remaining portions of roof will be completed at the district expense. The project is out to bid.	\$45,323.00	\$3,714.87	\$0.00	\$41,608.13
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Penasco Independent Schools	R13-024	R13-024 Penasco Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	The project is out to bid.	\$142,956.00	\$10,554.94	\$0.00	\$132,401.06
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Rio Rancho Public Schools	K13-004	K13-004 Shining Stars Pre-School Pre-Kindergarten Classroom	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>61%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Contractor complete with painting & texture on 3 upper classrooms. Sound & Signal done with re-wiring. Frames are in, waiting on glass. Project moving on schedule.	\$451,137.60	\$325,485.81	\$128,126.42	\$125,651.79
			0 mo.	0 mo.	2 mo.	2 mo.	17 mo.					
Rio Rancho Public Schools	P12-015	P12-015 Colinas del Norte Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>96%</div></div>	<div><div>53%</div></div>	Contractor complete. in warranty	\$1,816,860.00	\$1,412,219.01	\$1,406,550.57	\$404,640.99
			0 mo.	0 mo.	0 mo.	0 mo.	6 mo.					
Rio Rancho Public Schools	P12-016	P12-016 Vista Grande Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>97%</div></div>	<div><div>26%</div></div>	Temporary CO issued.	\$1,023,665.00	\$866,493.78	\$843,547.08	\$157,171.22
			0 mo.	0 mo.	1 mo.	0 mo.	10 mo.					
Rio Rancho Public Schools	R12-010	R12-010 Rio Rancho High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>95%</div></div>	<div><div>16%</div></div>	All roofing work completed. Change order work being completed.	\$918,349.00	\$467,952.63	\$450,335.74	\$450,396.37
			0 mo.	0 mo.	0 mo.	0 mo.	13 mo.					

Rio Rancho Public Schools	R12-011	R12-011 Puesta Del Sol Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>71%</div></div>	Contractor is complete; in warranty	\$946,900.00	\$521,112.72	\$519,227.62	\$425,787.28
			0 mo.	0 mo.	0 mo.	0 mo.	7 mo.					
Roswell Independent Schools	P10-010	P10-010 Missouri Avenue Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>85%</div></div>	Schedule closeout meeting/walk-thru on Friday, June 21, 2013.working on financial closeout	\$9,874,706.00	\$7,472,831.91	\$7,368,545.99	\$2,401,874.09
			0 mo.	0 mo.	0 mo.	0 mo.	6 mo.					
Roswell Independent Schools	P10-011	P10-011 East Grand Plains Elementary	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>36%</div></div>	In 9th month of warranty period; closeout documents gathered & final CO submitted; schedule closeout mtg & walk-thru in September 2013	\$5,647,708.00	\$5,368,778.65	\$5,285,642.90	\$278,929.35
			0 mo.	0 mo.	0 mo.	0 mo.	2 mo.					
Roswell Independent Schools	P10-012	P10-012 Monterrey Elementary	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>25%</div></div>	In 7th month of warranty period; closeout documents gathered & final CO has been submitted; schedule closeout mtg & walk-thru in November 2013	\$4,482,227.00	\$4,478,898.64	\$4,304,264.44	\$3,328.36
			0 mo.	0 mo.	0 mo.	0 mo.	4 mo.					
Roswell Independent Schools	P10-013	P10-013 Pecos Elementary	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>93%</div></div>	<div><div>21%</div></div>	In 8th month of warranty period; closeout documents are gathered & final CO has been submitted; schedule closeout mtg & walk-thru in October 2013	\$6,711,745.00	\$6,166,512.34	\$6,078,102.53	\$545,232.66
			0 mo.	0 mo.	0 mo.	0 mo.	11 mo.					
Roswell Independent Schools	P11-016	P11-016 Valley View Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Recieved Proposals May 9,2013; completed Evaluation on May 16, 2013; NOI went June 12, 2013; Additional Funding Request for Construction dollars at the June 2013 PSCOC mtg, starting construction in July/Aug 2013	\$570,881.00	\$5,691,808.45	\$248,774.82	(\$5,120,927.45)
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Roswell Independent Schools	P11-017	P11-017 Berrendo Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>10%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Awarded Contract to DDC, Inc out of Roswell; construction started 4/17/2013; bi-weekly Progress Mtgs start 4/24/2013; demo complete; electrical, plumbing, HVAC, floor polishing, excavation, footings, rebar ongoing	\$8,779,814.04	\$7,180,050.45	\$1,718,079.19	\$1,599,763.59
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Roswell Independent Schools	P11-018	P11-018 Military Heights Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Recieved Proposals & Evaluated the 2 offerors proposals; construction to start in July/Aug 2013	\$7,853,407.13	\$6,562,626.18	\$248,322.27	\$1,290,780.95
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Roswell Independent Schools	P11-019	P11-019 El Capitan Elementary School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Awarded contract to Bradbury Stamm; construction progressing	\$11,686,177.62	\$10,027,530.18	\$998,365.35	\$1,658,647.44
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Ruidoso Municipal Schools	P06-029	P06-029 Ruidoso Middle School	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>0%</div></div>	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; small window of first of June to end of July 2013	\$10,694,758.00	\$8,055,847.99	\$8,554,213.69	\$2,638,910.01
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Santa Rosa Consolidated Schools	P12-010	P12-010 Rita Marquez Elementary / Anton Chico Elementary	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>10%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Contractor mobilization complete. Eartwork complete. Geothermal field complete. Foundations and stem walls complete. Under slab utilities complete. Slab on grade in progress. Site access road and site utilities in progress. Project is making good progress.	\$9,258,000.00	\$4,455,423.22	\$1,317,873.38	\$4,802,576.78
			0 mo.	0 mo.	14 mo.	17 mo.	34 mo.					
Socorro Consolidated Schools	P12-011	P12-011 San Antonio Elementary School	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	District working with the BLM to secure land for new school. An agreement is in the works with BLM that would allow the District to begin the design process. Bond passed and district funding is in place. This project is currently 16 months behind the original MOU schedule.	\$244,550.00	\$26,307.53	\$25,283.34	\$218,242.47
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					

Truth or Consequences Municipal Schools	K13-005	K13-005 T or C Elementary Pre-Kindergarten Classroom	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>50%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	NTP was issue on 6-13-13 with work starting in kitchen. Abatement of kitchen is complete, and renovation and upgrades of kitchen are ongoing. TorC ES utilities are ongoing and work area has been fenced.	\$214,961.04	\$12,024.60	\$8,597.97	\$202,936.44
			0 mo.	0 mo.	11 mo.	24 mo.	24 mo.					
Truth or Consequences Municipal Schools	P08-022	P08-022 Arrey Elementary	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>50%</div></div>	The District received a quote from a Civil Engineer on 4-17-13 to address issues that have come about with the WWTS. Currently working with District to remediate the situation.	\$2,552,791.00	\$1,966,505.91	\$1,954,033.67	\$586,285.09
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
Truth or Consequences Municipal Schools	P12-012	P12-012 Truth or Consequences Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>50%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	NTP was issue on 6-13-13 with work starting in kitchen. Abatement of kitchen is complete, and renovation and upgrades of kitchen are ongoing. TorC ES utilities are ongoing and work area has been fenced.	\$5,831,012.40	\$4,868,778.33	\$199,926.43	\$962,234.07
			0 mo.	0 mo.	11 mo.	24 mo.	24 mo.					
West Las Vegas Public Schools	P12-013	P12-013 WLV Family Partnership Middle-High School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>16%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Notice of Award issued to GC on 6/17/13. Notice to Proceed pending.	\$0.00	\$125,102.59	\$83,442.03	(\$125,102.59)
			0 mo.	0 mo.	8 mo.	12 mo.	21 mo.					
West Las Vegas Public Schools	P12-014	P12-014 Union Elementary School	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>91%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Fire alarm, intercom & data cabling installations underway, interior finishes & casework in process, bathroom partitions underway, project on schedule.	\$859,921.00	\$779,630.20	\$577,800.09	\$80,290.80
			0 mo.	0 mo.	0 mo.	2 mo.	18 mo.					
West Las Vegas Public Schools	P13-009	P13-009 West Las Vegas Middle School	<div><div>97%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Educational Specifications underway, document being finalized for board presentation in August.	\$81,193.00	\$38,054.12	\$0.00	\$43,138.88
			0 mo.	7 mo.	19 mo.	24 mo.	38 mo.					
West Las Vegas Public Schools	R12-014	R12-014 Tony Serna Jr. Elementary School Roof	<div><div>0%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>54%</div></div>	Certificate of Final Completion issued, final payment processed.	\$253,002.00	\$222,041.53	\$235,903.84	\$30,960.47
			0 mo.	0 mo.	0 mo.	0 mo.	8 mo.					
Zuni Public Schools	K13-006	K13-006 A:Shiwi Elementary Pre-Kindergarten Classroom	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Final Educational Specifications have been completed and approved by PSFA and Zuni School Board. RFP for design should be published mid-late August.	\$309,728.00	\$0.00	\$0.00	\$309,728.00
			0 mo.	8 mo.	24 mo.	27 mo.	43 mo.					
Zuni Public Schools	P13-010	P13-010 Dowa Yalanne & A:Shiwi Elementary Schools	<div><div>100%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	<div><div>0%</div></div>	Final Ed Specs have been completed and approved by PSFA planning as well as Zuni School Board. District waiting on lease decision by the BIA contingent upon acceptance of environmental assessment report and 30 day comment period. RFP for Design should be published mid - late August.	\$2,541,941.00	\$38,857.05	\$30,650.16	\$2,503,083.95
			0 mo.	8 mo.	24 mo.	28 mo.	43 mo.					
Zuni Public Schools	R11-015	R11-015 Zuni High School Roof	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	<div><div>100%</div></div>	Project financial audit and project closeout has been completed.	\$1,576,479.00	\$1,473,209.86	\$1,449,881.89	\$103,269.14
			0 mo.	0 mo.	0 mo.	0 mo.	0 mo.					
									<div><div>\$694,287,461.28</div></div>	<div><div>\$538,832,734.07</div></div>	<div><div>\$410,725,846.67</div></div>	<div><div>\$155,454,727.21</div></div>

Master Plan
PSCOC Project Status Report

07/15/2013



Non Applicable
On Schedule
Behind Schedule
Behind Schedule, No Progress

Phase 1 = PO, CFA, CFU
Phase 2 = FCD, CUS
Phase 3 = PMP, BAP
Phase 4 = PAP

School District	Project #	Project Name	Phase 1	Phase 2	Phase 3	Manager Report	TOTAL	COMMITTED	EXPENDED	BALANCE
Clayton Municipal Schools	M13-001	M13-001 Clayton Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>30%</div> <div>3 mo.</div>	<div>0%</div> <div>5 mo.</div>	We met in June with the community to discuss priorities, better utilization, "right sizing" their schools. Next community meeting mid-August, however the Superintendent resigned a couple of weeks ago. Anticipated completion Dec. 20th.	\$9,601.00	\$7,928.70	\$0.00	\$1,672.30
Cloudcroft Municipal Schools	M13-002	M13-002 Cloudcroft Master Plan Award	<div>100%</div> <div>5 mo.</div>	<div>75%</div> <div>5 mo.</div>	<div>10%</div> <div>5 mo.</div>	Consultant has completed project organization, field work, and demographics. The consultant will now hold a board workshop, complete FAD work, and begin drafting Plan sections. Project is on schedule for August completion (6/4/13).	\$2,939.00	\$2,742.14	\$0.00	\$196.86
Deming Public Schools	M12-005	M12-005 Deming Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>100%</div> <div>0 mo.</div>	<div>99%</div> <div>0 mo.</div>	District approved the Plan on 6/13/13 and consultant presented the plan to PSFA. Staff has provided feedback concerning grammar and typographic issues to the consultant who is preparing the final plan for PSFA approval (7/12/13).	\$61,519.00	\$61,519.00	\$30,650.36	\$0.00
Des Moines Municipal Schools	M13-003	M13-003 Des Moines Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>100%</div> <div>2 mo.</div>	<div>39%</div> <div>5 mo.</div>	Board adopted final draft with minor changes on June 18th. ARC will send final draft to PSFA in late July to review.	\$22,004.00	\$22,004.00	\$17,603.21	\$0.00
Farmington Municipal Schools	M13-004	M13-004 Farmington Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>10%</div> <div>5 mo.</div>	<div>0%</div> <div>5 mo.</div>	The planner has completed site visits. First meeting date is scheduled for August. The district is currently selecting committee members, anticipated completion date and Board adoption in December 2013.	\$81,122.00	\$70,705.60	\$0.00	\$10,416.40
Hobbs Municipal Schools	M12-007	M12-007 Hobbs Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>100%</div> <div>0 mo.</div>	<div>50%</div> <div>0 mo.</div>	FMP is undergoing District review. The consultant still needs to submit it to PSFA staff for review (7/13/13).	\$71,324.00	\$59,362.61	\$46,229.39	\$11,961.39
Lake Arthur Municipal School District	M13-005	M13-005 Lake Arthur Master Plan Award	<div>100%</div> <div>5 mo.</div>	<div>82%</div> <div>5 mo.</div>	<div>28%</div> <div>5 mo.</div>	Project is 75% complete, Consultant has completed the project organization, site visits, building assessment, and preliminary meetings with the District. Consultant has scheduled additional public meetings in August. Project is on schedule for December completion. (July 15, 2013).	\$3,821.00	\$3,821.00	\$0.00	\$0.00
Pojoaque Valley Public Schools	M13-007	M13-007 Pojoaque Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>78%</div> <div>0 mo.</div>	<div>14%</div> <div>5 mo.</div>	Approximately 75% complete, anticipated completion date mid-November.	\$26,195.00	\$26,195.00	\$0.00	\$0.00
Springer Municipal Schools	M13-009	M13-009 Springer Master Plan Award	<div>100%</div> <div>0 mo.</div>	<div>100%</div> <div>2 mo.</div>	<div>39%</div> <div>5 mo.</div>	In June ARC presented final draft document to Board, need to make minor changes before final adoption in July, 85% complete. Superintendent resigned last month. ARC will submit to PSFA for review in late July.	\$20,259.00	\$16,212.26	\$8,025.07	\$4,046.74
Texico Municipal Schools	M13-010	M13-010 Texico Master Plan Award	<div>100%</div> <div>5 mo.</div>	<div>45%</div> <div>5 mo.</div>	<div>5%</div> <div>5 mo.</div>	Consultant has been working on building assessment and FAD mark ups/drawings over the summer 7/12/13.	\$20,807.00	\$20,807.00	\$0.00	\$0.00
							\$319,591.00	\$291,297.31	\$102,508.03	\$28,293.69

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

2012-2013 LEASE ASSISTANCE AWARDS

	strict	School	State (S) or Local (L) Charter	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft. of 'Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Membership or Estimate per PED	80th day MEM. New Charters	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and 'Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM ²	Maximum Allowable Lease Assist @ \$733.35/PED MEM ² or Adjusted Lease	AWARDS w/ adjusted perMEM Calculation New schools 80th Day	New Charter School Adjustment 80th Day	Balance	FY 2013 Q1 July 2012 thru Sept 2012	FY 2013 Q2 Oct 2012 thru Dec 2012	FY 2013 Q3 Jan 2013 thru Mar 2013	FY 2013 Q4 Apr 2013 thru Jun 2013	
001	Albuquerque	Academia de Lengua y Cultura	L	6,611.0	266.3	8,645.7	15,523.0	77.5		163,800	10.55	72,570	56,835	56,835			56,835					001
002	Albuquerque	Academy of Trades & Technology	S	16,251.0	326.3	2,191.7	18,769.0	117.5		180,120	9.60	159,087	86,169	86,169			0	21,542.25	21,542.26	21,542.25	21,542.25	002
003	Albuquerque	ACE Leadership High School	S	8,000.0	462.8	3,537.2	12,000.0	208.5		220,000	18.33	155,151	152,903	152,903			0	47,493.09	54,999.99	36,666.66	13,743.26	003
004	Albuquerque	Albuquerque Institute for Math & Science	S	17,745.5	592.5	34.0	18,372.0	295.0		230,420	12.54	229,993	216,338	216,338			54,085	54,084.50	54,084.50	54,084.50	0.00	004
005	Albuquerque	Albuquerque School of Excellence	S	24,083.0	546.0	23.0	24,652.0	264.0		455,952	18.50	455,527	193,604	193,604			0	48,401.00	48,401.00	48,401.00	48,401.00	005
006	Albuquerque	Albuquerque Talent Development	L	13,000.0	358.5	147.5	13,506.0	139.0		206,341	15.28	204,088	101,936	101,936			74,073	27,862.50				006
007	Albuquerque	Alice King Community School	L	16,913.0	607.5	4,283.5	21,804.0	305.0		305,166	14.00	245,215	223,672	223,672			66,918	52,251.25	52,251.25	52,251.25		007
008	Albuquerque	Amy Biehl High School	S	40,764.0	583.5	753.5	42,101.0	289.0		1,200	0.03	1,179	211,938	1,179			0	589.00	590.00			008
009	Albuquerque	Bataan Military Academy	L	12,897.0	335.3	378.7	13,611.0	123.5		162,352	11.93	157,835	90,569	90,569			20,288	23,426.82	23,426.82	23,426.82		009
010	Albuquerque	Cesar Chavez	S	11,272.0	432.0	8,318.0	20,022.0	188.0		331,001	16.53	193,489	137,870	137,870			0	34,467.50	34,467.50	34,467.50	34,467.50	010
011	Albuquerque	Christine Duncan's Heritage Academy	L	13,000.0	339.0	0.0	13,339.0	126.0		96,600	7.24	96,600	92,402	92,402			0	23,100.50	23,100.50	23,100.50	23,100.50	011
012	Albuquerque	Cien Aguas International School	S	14,571.0	486.0	1,001.0	16,058.0	224.0		182,142	11.34	170,788	164,270	164,270			41,068	41,067.50	41,067.50	41,067.50		012
013	Albuquerque	Corrales International School	L	15,340.0	456.8	530.2	16,327.0	204.5		291,984	17.88	282,502	149,970	149,970			3,000	37,492.50	37,492.50	34,492.50	37,492.50	013
014	Albuquerque	*Cottonwood Classical Preparatory School	S	16,153.0	816.0	11,138.0	28,107.0	444.0		589,830	20.99	356,097	325,607	325,607			1,000	80,402.00	81,401.50	81,401.75	81,401.75	014°
015	Albuquerque	Creative Education Prep. Institute #1	S	12,513.0	420.8	2,760.2	15,694.0	180.5		155,273	9.89	127,964	132,370	127,964			0	31,991.00	31,991.00	31,991.00	31,991.00	015
016	Albuquerque	Digital Arts and Technology Academy HS	L	46,391.0	618.0	0.0	47,009.0	315.5		493,313	10.49	493,313	231,372	231,372			0	57,843.00	57,843.00	57,843.00	57,843.00	016
017	Albuquerque	East Mountain High School	S	37,882.0	698.3	1,265.7	39,846.0	365.5		392,200	9.84	379,742	268,039	268,039			0	67,009.75	67,009.75	67,009.75	67,009.75	017
018	Albuquerque	El Camino Real Academy	L	58,429.0	773.3	2,187.7	61,390.0	415.5		700,000	11.40	675,055	304,707	304,707			0	76,176.75	76,176.75	76,176.75	76,176.75	018
019	Albuquerque	Gilbert L. Sena Charter H.S.	S	14,000.0	411.0	300.0	14,711.0	174.0		186,140	12.65	182,344	127,603	127,603			127,603					019
020	Albuquerque	Gordon Bernell Charter School	L	12,757.0	796.5	0.0	13,553.5	431.5		175,000	12.91	175,000	316,441	175,000			43,740	43,753.17	43,753.17	43,753.17		020
021	Albuquerque	*Horizon Academy West	S	24,708.0	795.8	8,258.2	33,762.0	430.5		522,853	15.49	394,963	315,707	315,707			157,853	58,851.00	58,851.25	58,851.25	58,851.50	021°
022	Albuquerque	*La Academia de Esperanza	L	15,320.0	631.5	4,923.5	20,875.0	321.0		360,000	17.25	275,092	235,405	235,405			0	58,851.00	58,851.25	58,851.25		022°
023	Albuquerque	La Promesa Charter School	S	92,000.0	527.0	0.0	92,527.0	251.5		394,998	4.27	394,998	184,438	184,438			140,437	14,667.00	14,667.00	14,667.00		023
024	Albuquerque	*La Resolana Leadership Academy	S	3,310.0	249.0	593.0	10,954.0	66.0		102,352	9.34	33,255	48,401	33,255			0	12,100.00	4,527.50	8,313.75	8,313.75	024°
025	Albuquerque	Los Puentes	L	11,017.0	456.8	8,105.2	19,579.0	204.5		304,056	15.53	178,184	149,970	149,970			0	37,492.50	37,492.50	37,492.50	37,492.50	025
026	Albuquerque	Media Arts Collaborative Charter School	S	7,401.0	405.8	2,993.2	10,800.0	170.5		198,360	18.37	143,385	125,036	125,036			0	31,259.00	31,259.00	31,259.00	31,259.00	026
027	Albuquerque	The Montessori Elementary School	S	77,500.0	684.0	4,684.0	82,868.0	356.0		678,000	8.18	639,677	261,073	261,073			12,000	62,268.25	62,268.25	62,268.25	62,268.25	027
028	Albuquerque	Montessori of the Rio Grande	L	13,939.0	448.5	339.5	14,727.0	199.0		121,755	8.27	118,948	145,937	118,948			0	29,733.00	29,739.00	29,739.00	29,739.00	028
029	Albuquerque	Mountain Mahogany Community	L	12,846.0	438.8	1,650.2	14,935.0	192.5		120,000	8.03	106,741	141,170	106,741			16,741	30,000.00	30,000.00	30,000.00		029
030	Albuquerque	Native American Community Academy	L	62,100.0	734.3	150.7	62,985.0	389.5		284,476	4.52	283,795	285,640	283,795			0	58,275.00	75,174.00	75,174.00	75,172.00	030
031	Albuquerque	*New America School	S	19,090.0	712.5	5,452.5	25,255.0	375.0		624,801	24.74	489,908	275,006	275,006			0	68,752.00	68,752.00	68,752.00	68,750.00	031°
032	Albuquerque	NM International School	S	10,435.0	291.0	18.0	10,744.0	94.0		129,600	12.06	129,383	68,935	68,935			0	17,233.75	17,233.75	17,233.75	17,233.75	032
033	Albuquerque	North Valley Academy	S	26,880.0	882.8	10,201.2	37,964.0	488.5		530,232	13.97	387,755	358,241	358,241			89,561	89,560.25	89,560.25	89,560.25		033
034	Albuquerque	Nuestros Valores Charter School	L	6,827.0	317.3	1,020.7	8,165.0	111.5		97,117	11.89	84,976	81,769	81,769			20,442	20,442.25	20,442.25	20,442.25		034
035	Albuquerque	Public Academy for Performing Arts	L	19,200.0	675.0	2,936.0	22,811.0	350.0		411,323	18.03	358,382	256,673	256,673			64,168	64,168.25	64,168.25	64,168.25		035
036	Albuquerque	Ralph J. Bunche Academy	S	10,722.0	300.0	0.0	11,022.0	101.0		58,350	5.29	58,350	74,068	58,350			284	14,162.49	14,729.01	14,587.38	14,587.38	036
037	Albuquerque	Robert F. Kennedy Charter High School	L	19,200.0	545.3	1,200.7	20,946.0	263.5		176,833	8.44	166,696	193,238	166,696			60,149	41,676.00	64,871.00			037
038	Albuquerque	South Valley Academy	L	12,300.0	507.8	0.0	12,807.0	238.5		180,125	14.06	180,136	174,904	174,904			43,726	43,725.99	43,725.99	43,725.99		038
039	Albuquerque	South Valley Preparatory School	S	9,715.0	336.0	250.0	10,301.0	124.0		128,364	12.46	125,249	90,935	90,935			28,373	20,854.08	20,854.08	20,854.08		039
040	Albuquerque	SW Intermediate Learning Center	S	11,880.0	317.3	282.7	12,480.0	111.5		95,074	7.62	92,920	81,769	81,769			20,442	20,442.25	20,442.25	20,442.25		040
041	Albuquerque	SW Primary Learning Center	S	14,200.0	307.5	492.5	15,000.0	105.0		90,940	6.06	87,954	77,002	77,002			19,250	19,250.50	19,250.50	19,250.50		041
042	Albuquerque	SW Secondary Learning Center	S	19,252.0	575.3	692.7	20,520.0	283.5		227,351	11.08	219,676	207,905	207,905			51,976	51,976.25	51,976.25	51,976.25		042
043	Albuquerque	The Albuquerque Sign Language Academy	S	4,965.0	247.5	4,297.5	9,510.0	65.0		114,120	12.00	62,550	47,668	47,668			21,905	8,587.50	8,587.50	8,587.50		043
044	Albuquerque	The GREAT Academy	S	9,935.0	370.5	5,099.5	15,405.0	147.0		217,767	14.14	145,680	107,802	107,802			0	46,473.60	46,473.60	14,854.80		044
045	Albuquerque	The International School at Mesa del sol	S	15,309.0	419.3	0.0	15,728.3	179.5		155,000	9.85	155,000	131,636	131,636			32,909	9,897.72	55,920.24	32,909.00		045
046	Albuquerque	The Learning Community Charter School	S	26,000.0	426.0	39.0	26,465.0	184.0		240,000	9.07	239,646	134,936	134,936			0	33,734.00	33,734.00	33,734.00	33,734.00	046
047	Albuquerque	Tierra Adentro	S	10,648.0	426.8	1,200.2	12,275.0	184.5		155,144	12.64	139,975	135,303	135,303			33,826	33,825.75	33,825.75	33,825.75		047
048	Albuquerque	21 st Century Public Academy	L	15,100.0	510.0	0.0	15,610.0	240.0		170,184	10.90	170,184	176,004	170,184			0	42,546.00	42,546.00	42,546.00	42,546.00	048
049	Aztec	Mosaic Academy	L	16,780.0	420.0	0.0	17,200.0	180.0		116,000	6.74	116,000	132,003	116,000			30,813	27,782.25	28,470.05	28,935.15		049
050	Bernalillo	Village Academy	S	3,900.0	207.0	0.0	4,107.0	38.0		62,400	15.19	62,400	27,867	27,867			0	6,966.75	6,966.75	6,966.75	6,966.75	050
051	Carlsbad	Jefferson Montessori Academy	L	14,574.0	398.3	763.7	15,736.0	165.5		125,634	7.98	119,537	121,369	119,537			28,070	30,473.65	30,496.47	30,496.47		051
052	Cimarron	Moreno Valley High School	L	8,370.0	279.0	0.0	8,649.0	86.0		66,000	7.63	66,000	63,068	63,068			15,767	15,767.00	15,767.00	15,767.00		052
053	Clovis	Choices - Alternative Learning Center		12,148.0	505.5	575.5	13,229.0	237.0		102,690	7.76	98,223	173,804	98,223			9,822	29,466.90	29,466.90	29,466.9		

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

2012-2013 LEASE ASSISTANCE AWARDS

	District	School	State (S) or Local (L) Charter	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft. of 'Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Membership or Estimate per PED	80th day MEM. New Charters	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and 'Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM ²	Maximum Allowable Lease Assist @ \$733.35/PED MEM ² or Adjusted Lease	AWARDS w/ adjusted perMEM Calculation New schools 80th Day	New Charter School Adjustment 80th Day	Balance	FY 2013 Q1 July 2012 thru Sept 2012	FY 2013 Q2 Oct 2012 thru Dec 2012	FY 2013 Q3 Jan 2013 thru Mar 2013	FY 2013 Q4 Apr 2013 thru Jun 2013	
073	Roswell	Sidney Gutierrez Middle School	L	18,564.0	244.0	0.0	18,808.0	62.5		30,756	1.64	30,756	45,834	30,755			0	7,689.00	7,689.00	7,689.00	7,688.00	073
074	Santa Fe	Monte del Sol Charter school	L	26,895.0	678.0	327.0	27,900.0	352.0		253,752	9.10	250,778	258,139	250,778			26	63,438.00	63,438.00	63,438.00	60,438.00	074
075	Santa Fe	New Mexico School for the Arts	S	36,361.0	415.5	1,253.0	38,029.5	177.0		150,000	3.94	145,058	129,803	129,803			32,451	32,450.75	32,450.75	32,450.75		075
076	Santa Fe	The Academy for Technology & the Classics	L	35,739.0	685.5	664.5	37,089.0	357.0		260,000	7.01	255,342	261,806	255,342			0	65,000.01	65,000.01	65,001.01	60,340.97	076
077	Santa Fe	The MASTERS Program	S	6,144.0	357.8	1,187.2	7,689.0	138.5		114,785	14.93	97,062	101,569	97,062			27,662	17,499.66	24,259.84	27,639.93		077
078	Santa Fe	Tierra Encantada Charter High School	L	28,875.0	418.5	706.5	30,000.0	179.0		135,473	4.52	132,283	131,270	131,270			0	32,817.50	32,817.50	32,817.50	32,817.50	078
079	Santa Fe	Turquoise Trail Charter School	L	64,935.0	844.5	3,324.5	69,104.0	463.0		350,412	5.07	333,554	339,541	333,554			0	83,388.50	83,388.20	83,388.80	83,388.50	079
080	Silver	Aldo Leopold High School	S	9,827.0	313.5	681.5	10,822.0	109.0		72,000	6.65	67,466	79,935	67,466			33,733	16,866.50	16,866.50			080
081	Socorro	Cottonwood Valley Charter School	L	10,310.0	405.0	0.0	10,715.0	170.0		120,747	11.27	120,747	124,670	120,747			0	30,186.75	30,186.75	30,186.75	30,186.75	081
082	Taos	Anansi Charter School	L	12,200.0	317.0	0.0	12,517.0	111.5		112,296	8.97	112,296	81,769	81,769			20,442	20,442.24	20,442.24	20,442.24		082
083	Taos	Taos Academy Charter School	S	11,338.0	362.0	0.0	11,700.0	141.5		106,800	9.13	106,800	103,769	103,769			25,942	25,942.25	25,942.25	25,942.25		083
084	Taos	Taos Integrated School for the Arts	S	14,622.0	332.0	0.0	14,954.0	121.5		144,000	9.63	144,000	89,102	89,102			22,276	22,275.50	22,275.50	22,275.50		084
085	Taos	Taos Municipal Charter School	L	9,630.0	469.5	0.0	10,099.5	213.0		142,100	14.07	142,100	156,204	142,100			35,525	35,525.00	35,525.00	35,525.00		085
086	Taos	Vista Grande High School	L	15,200.0	299.3	700.7	16,200.0	99.5		78,968	4.87	75,552	72,968	72,968			16,490	18,826.25	18,826.25	18,826.25		086
087	West Las Vegas	Rio Gallinas School	L	9,865.0	451.0	0.0	10,316.0	100.0		75,300	7.30	75,300	73,335	73,335			29,785	21,775.00	21,775.00			087
088	Albuquerque	Coral Community School	S	26,047.0	402.0	9,137.0	35,586.0	168.0	48.0	192,000	5.40	142,702	123,203	123,203	35,201	-88,002	0	12,600.00	18,000.00	4,601.00		088
089	Albuquerque	Mission Achievement and Success	S	20,955.0	438.0	855.0	22,248.0	192.0	108.0	135,000	6.07	129,812	140,803	129,812	79,202	-50,610	0	32,453.00	32,453.00	14,296.00		089
090	Albuquerque	Sage Montessori Charter School	S	10,919.0	675.0	2,302.0	13,896.0	350.0	136.0	219,140	15.77	182,837	256,673	182,837	99,736	-83,101	0	45,709.25	45,709.25	8,317.50		090
091	Albuquerque	Southwest Aeronautics, Mathematics and Science	S	37,975.0	495.0	2,530.0	41,000.0	230.0	274.0	249,510	6.09	234,113	168,671	168,671	0	0	42,168	42,167.75	42,167.00	42,167.75		091
092	Albuquerque	William W. & Josephine Dorn Charter Community	S	9,715.0	163.5	0.0	9,878.5	9.0	9.0	68,400	6.92	68,400	6,600	6,600	6,600	0	0	0.00			6,600.00	092
093	Espanola	La Tierra Montessori School of the Arts and Sciences	S	6,730.0	270.0	0.0	7,000.0	80.0	62.0	64,800	9.26	64,800	58,668	58,668	45,468	-13,200	1,467	14,667.00	14,667.00	14,667.00		093
094	Espanola	McCurdy Charter School	S	18,648.0	1,026.0	0.0	19,674.0	584.0	507.0	441,989	22.47	441,989	428,276	428,276	371,808	-56,468	0	102,818.13	95,331.60	95,331.60	78,326.67	094
095	Farmington	* New Mexico Virtual Academy	L	2,531.0	168.0	682.5	3,381.5	12.0		51,018	15.09	40,721	8,800	8,800	0		2,200					095*
096	Gallup-McKinley	Uplift Community School	S	7,581.0	330.0	209.0	8,120.0	120.0	114.0	82,900	10.21	80,766	88,002	80,766			31,746	6,400.00	19,130.00	23,490.00		096
097	Las Cruces	*New America School-Las Cruces	S	9,133.0	375.0	7,913.0	17,421.0	150.0	195.0	249,522	14.32	136,184	110,003	110,003			0	27,501.00	27,500.50	27,500.75	27,500.75	097*
098	Moriarty	*Estancia Valley Classical Academy	S	22,880.0	660.0	0.0	23,540.0	340.0	285.0	600,000	25.49	600,000	249,339	249,339	209,005	-40,334	151,965	57,040.00				098*
										0			0		0							
	TOTAL / AVERAGE	98	51	2,312,657	45,227	166,533	2,531,217	20,256.0		19,539,653	10.41	17,266,829	14,854,738	13,062,999		-331,715	1,933,693	2,878,915.26	2,974,103.28	2,776,562.65	1,566,479.88	

NOTES:

Shaded rows indicate new application (yellow)

¹ Direct Administrative Space not to exceed 150nsf + 1.5nsf x MEM

² 1.019*1.016*0.996*1.016*1.032 \$700/MEM (Consumer Price Index)= FY 09 = 1.9% FY 10 = 1.6% FY 11= -0.4% FY 12=1.6% FY 13 - Not Applied

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 Award deferred-Charter may return to PSCOC for consideration of award once need and number of students physically present is proven.

⁵ Actual lease calculated at \$307,174 for 6 months (2012) plus \$317,627 for 6 months (2013) total \$624,801, total sq. ftg 25,255

Ownership Key:

C = County (3), D = District (12), F = Fed (1), M = Municip (2), N = Nonprofit (16), SL = State Land Office (4), T = Tribal (3), U = University (3)

PUBLIC SCHOOL CAPITAL OUTLAY

PORTABLE USE APPLICATION

PLEASE PROVIDE THE FOLLOWING INFORMATION:

School District: The International School at Mesa del Sol

District Address: 2660 Eastman Crossing Ave SE, Albuquerque, NM 87106

District Representative: Sean D. Joyce, PhD

Phone: 505-508-3295

School Name: The International School at Mesa del Sol

School Address: 2660 Eastman Crossing Ave SE, Albuquerque, NM 87106

☒ This is a NEW request for PSFA Portables. (Complete next section)

☐ Continued use of a PSFA Portable(s) is requested at this school site. Is this portable(s) provided to maintain Full Day Kindergarten? ☐ yes ☐ no (Complete next section)

☐ Portables are no longer needed by district-Plan to return to PSFA by: _____ (date)

Justify the need for use, length of time required and describe long range plans for transitioning to permanent Facilities:

We are a K-8 state-authorized public charter school that opened in 2009 with six portable buildings for K-4 classrooms. Each year as we have added grades to grow out to a full K-8 school, we have had to add additional portable classroom buildings to accommodate this annual growth (averaging four new classrooms each year). In August 2013, our student growth will go from 262 students (2012-2013 40th day count) to a student projection of at least 345 (our pre-enrollment numbers suggest more than 360) students. To accommodate this new growth, we will add two 8th grade classes of students (which is part of our annual growth pattern), an additional kindergarten class, another 5th grade class, expand our Library/Media Center and separate it this from our technology classroom (where we teach elective technology, media arts, graphic arts, web design classes, which in the past years we had conducted these classes in the same single room as the library, while other classes were using the library) and a kindergarten to 3rd grade art classroom, and kindergarten to 3rd grade music classroom. The additional K-3 art and music classrooms are necessary because our overall total school population will have increased so much that a single music (or art, or PE, or Spanish, etc) teacher cannot teach all of the grades everyday. We must hire additional teachers to serve these K-3 elective classes.

The use of these 8 new classrooms will be used as follows:

1. Grades 6-8 mathematics (serving 8 classes/day)
2. Grades 6-8 science (serving 8 classes/day)
3. Grades 6-8 language arts (serving 8 classes/day)
4. Grades 6-8 humanities (serving 8 classes/day)
5. Library/Media Center (serving 20 classes/day)
6. Media arts/technology arts (serving 6 classes/day)
7. Kindergarten – 3rd grade art (serving 7 classes/day)
8. Kindergarten – 3rd grade music (serving 7 classes/day)

We will need these portable classroom buildings through June of 2017, as we begin our transition to a permanent building in spring of 2014 with the reauthorization of charter to a Pre-K-12 charter school. Our transition to a permanent facility is currently being negotiated with Mesa del Sol, a 22,000+-acre residential development in southeast Albuquerque, NM. Through a private/corporate bonding agreement, we will enter into a 50-year lease purchase agreement with our bonding agent to build our permanent

facility, and to occupy it no later than August 2017. At which time, we would be able to relinquish these portable classrooms back to PSFA.

Type of Portable Requested:
(If continuing use indicate PSFA Number)

Period Requested:

PSFA # NMD049	X Double: X Restroom: Other: N/A	Beginning July 2013	Ending June 2017
PSFA # NMD050	X Double: X Restroom: Other: N/A	Beginning July 2013	Ending June 2017
PSFA # NMD051	X Double: X Restroom: Other: N/A	Beginning July 2013	Ending June 2017
PSFA # NMD052	X Double: X Restroom: Other: N/A	Beginning July 2013	Ending June 2017



School District Representative

 15, 2013

Date

If requesting a new portable classroom or the relocation of a PSFA portable classroom the following is required. These items are to be submitted to PSFA Planning Department prior to any move.

- Portable Use Application for each site requesting a portable
- 3 sets of plans of existing and proposed, drawn and stamped by an architect
- A CID building permit application filled out (application located on CID web site)
- A PSFA Request for approval form filled out and signed by the proper people. (form located on our web under the planning node)

Lybrook ES Site Visit- July 8, 2013

Attendees:

Manuel Medrano, JMPS Superintendent

Nancy Ross, JMPS

Kyra Taddesse- Ray Vigil & Associates: kyra@va-architects.com

Natalie Diaz- PSFA

James Ortega- CCMSI (NMPSIA): 505-249-7615, jortega@ccmsi.com

Travis Garcia- Mooring USA: 817-205-3235, tgarcia@mooringusa.com

Vivian Keetso, JMPS: Lybrook ES staff

The School Board is meeting tonight at 6pm to declare an emergency. Mooring gave a status update on the smoke remediation/restoration and anticipates being complete by the end of this week/early next week. The area (Administration office) where there was severe fire damage has been boarded off and fenced exteriorly. None of the classrooms sustained serious damage (smoke only) and school should be able to start as scheduled. There is no fire suppression in the school, however there was a water tank placed at the school as part of the original project to provide water in a fire emergency. The temporary campus that was created for the school construction remains mostly intact. Electrical, gas, water/ sewer will need to be checked and possibly re-done; all the footings/slabs are still there. The district is requesting the temporary use of one (1) double portable with restroom and ramp to serve as their interim administration office until the damaged area is fixed/rebuilt. Mr. James Ortega has given Mooring the ok to coordinate the moving and re-hooking of a portable once one can be located. Mr. Ortega has also given Vigil & Associates (VA) the go ahead to start work on scoping the repair work. Vigil & Associates have scheduled their structural engineer to be on site Wednesday July 10th. Mr. Ortega has contacted Koontz to provide roof consulting services and coordinate with VA on the repair work. The State Fire Marshal has been to investigate, but has not yet issued their report. I have requested a copy be sent to PSFA once it is available. Below are images of the damaged areas.





This is the principal's office



The
bookkeeper's
office &
conference
room



Administration
hallway



Smoke damage/ fire damage
entry vestibule attached to
administration area



CHAMA VALLEY INDEPENDENT SCHOOLS #19

ANTHONY CASADOS, SUPERINTENDENT
POST OFFICE DRAWER 10
TIERRA AMARILLA, NM 87575
PHONE #: 575-588-7285 OR 575-588-7650
FAX #: 575-588-7860
E-MAIL: ACASADOS@CHAMASCHOOLS.ORG
VISIT US AT: WWW.CHAMASCHOOLS.ORG

BOARD OF EDUCATION
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EARL JAMES MARTINEZ, MEMBER

July 15, 2013

David Abbey, President
Public School Capital Outlay Council
490 Old Santa Fe Trail
Santa Fe, NM 87501

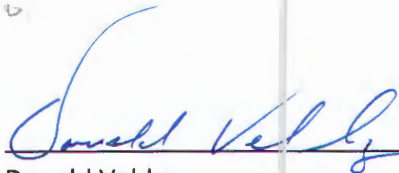
RE: Escalante Mid-High School Mechanical Replacement Project Award

Dear Mr. PSCOC President & PSCOC Members:

Pursuant to the PSCOC request on June 17, 2013 and contingent award for Mechanical Replacement at Escalante Mid-High School, the Chama Valley Independent School District hereby acknowledges that all the known remaining issues from our new schools are shown on the "Escalante/TA Elementary Action Plan" dated March 29, 2013.

If the Public School Capital Outlay Council funds and manages the work to substantial completion shown on the referenced Action Plan, in coordination with the Public School Facilities Authority and the Chama Valley Independent School District, the CVISD would consider the projects complete.

We want to take this opportunity to thank the PSCOC for funding these projects and working with the CVISD to see their final completion, so they may be utilized by staff and students safely for the full duration of these facilities designed life.



Donald Valdez
CVISD Board President



Anthony Casados
CVISD Superintendent

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL
2013-2014 PSCOC STANDARDS-BASED CAPITAL OUTLAY PROCESS
PROPOSED WORKPLAN/TIMELINE

August 29, 2012 Awards Subcommittee Meeting—9:00 am

August 30, 2012 Administration, Maintenance & Standards Subcommittee—9:00 am

August 31, 2012 Pre-K Classroom Application Release

September 7, 2012 PSCOC Meeting

- 2012-2013 Lease Assistance Awards
- 2012-2013 Master Plan Assistance Program - FMP Application and Procedures
- 2013-2014 Weight/Rank Methodology – New Mexico Condition Index (NMCI)
- 2013-2014 Variance Renewal – Charter & Alternative Schools
- PSFA FY2014 Budget & Organizational Structure
- Election of Chair & Vice Chair
- Strategic Planning Session

September 10, 2012 Master Plan Assistance Program Application Release

September 21, 2012 Pre-K Classroom Applications Due

September 24, 2012 PSCOOTF Meeting

September 28, 2012 Administration, Maintenance & Standards Subcommittee—9:00 am

October 1, 2012 Awards Subcommittee Meeting—9:00 am

October 5, 2012 PSCOC Meeting

- Draft 2013-2014 NMCI Ranking
- Pre-K Classroom Applications Received
- Adequacy Planning Guide - GSF Reductions

October 9, 2012 Draft 2013-2014 NMCI Ranking released to Districts

October 9, 2012 thru November 16, 2012 PSFA Staff /District Representatives - Review/Refine NMCI Data

October 12, 2012 Master Plan Assistance Program - Applications Due

October 16-17, 2012 PSCOOTF Workgroups

October 22, 2012 Awards Subcommittee Meeting—2:00 pm

October 25, 2012 Administration, Maintenance & Standards Subcommittee—9:00 am

October 30, 2012 thru November 1, 2012 CES Workshop - Ben Lujan Maintenance Achievement Awards Ceremony

November 1, 2012	PSCOC Meeting <ul style="list-style-type: none">➤ Master Plan Assistance Program Awards➤ Certification of SSTB funds
November 12, 2012	PSCOOTF Meeting
November 16, 2012	District Proposed Corrections to FAD due to PSFA
November 28, 2012	Awards Subcommittee Meeting—9:00 am
November 29, 2012	Administration, Maintenance & Standards Subcommittee—9:00 am
December 11, 2012	PSCOC Meeting <ul style="list-style-type: none">➤ 2013-2014 Preliminary NMCI Ranking➤ Pre-K Classroom Awards➤ Deferred Lease Assistance Awards
December 12, 2012	PSCOOTF Meeting
December 14, 2012	2013-2014 Preliminary NMCI Rank challenges due to PSFA
January 7, 2013	Awards Subcommittee Meeting—9:00 am
January 8, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
January 10, 2013	PSCOC Meeting <ul style="list-style-type: none">➤ 2013-2014 Adjusted Preliminary NMCI Ranking➤ 2013-2014 Standards-Based Preliminary Funding Pool➤ Approval of 2013 QZAB & QSCB Applications
January 15, 2013 thru March 16, 2013	Legislative Session (60 day)
January 14, 2013	QZAB & QSCB Applications Release
February 22, 2013	QZAB & QSCB Applications Due
March 1, 2013	2013-2014 Standards-Based Capital Outlay Application Release
March 22, 2013	2013-2014 Standards-Based Capital Outlay & Roof Pre-Applications Due
March 22, 2013	2013-2014 NMCI Rank Appeals due from Districts
March 27, 2013	Awards Subcommittee Meeting—1:30 pm
March 28, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
April 3-5, 2013	PED Spring Budget Workshop - Tentative
April 9, 2013	PSCOC Meeting <ul style="list-style-type: none">➤ 2013-2014 Standards-Based Pre-Applications Received➤ 2013-2014 Standards-Based Roof Applications Received➤ 2013-2014 NMCI Rank Appeals

- Legislative Changes – Review
- QZAB & QSCB Awards

April 19, 2013 **District roof applications distributed to roof consultants for development of cost proposals**

April 22, 2013 **Awards Subcommittee Meeting—9:00 am**

April 25, 2013 **Administration, Maintenance & Standards Subcommittee—9:00 am**

May 3, 2013 **PSCOC Meeting**

- SSTB Certification
- Lease Assistance Application & Requirements

May 6, 2013 **2013-2014 Standards-Based Capital Outlay Full Applications Due**

May 8, 2013 **Lease Payment Assistance Application—Mail-out to Districts & Charters**

May 10, 2013 **Roof consultant proposals due to each applicant district**

May 13-29, 2013 **PSFA RM site visits and assistance to districts for 2013-2014 Standards-Based Capital Outlay**

May 31, 2013 **Roof consultant notices to proceed (PO issued) from districts**

May 31, 2013 **2013-2014 Standards-Based Capital Outlay Site Visit reports shared with Districts**

June 7, 2013 **2013-2014 Standards-Based Capital Outlay Final Revised Applications Due to PSFA**

June 11, 2013 **Awards Subcommittee Meeting—9:00 am**

June 13, 2013 **Administration, Maintenance & Standards Subcommittee—9:00 am**

June 14, 2013 **2013-2014 Standards-Based Capital Outlay Presentation Materials Due to PSFA**

June 14, 2013 **Lease Payment Assistance Application Deadline**

June 17, 2013 **PSCOC Meeting – District Presentations (NM School for the Deaf)**

June 20, 2013 **PSCOC Meeting – District Presentations (Los Lunas Central Office Board Room)**

June 28, 2013 **Roof consultant site visits conclude, with reports due to PSFA**

July 17, 2013 **Awards Subcommittee Meeting—9:00 am**

July 18, 2013 **Administration, Maintenance & Standards Subcommittee—9:00 am**

July 25, 2013 **PSCOC Meeting**

- 2013-2014 Standards-Based Capital Outlay Awards
- 2013-2014 Standards-Based Roof Awards

- 2013-2014 Lease Assistance Awards
- PSFA FY2015 Budget & Organizational Structure

August 28, 2013 Awards Subcommittee Meeting—9:00 am

August 29 2013 Administration, Maintenance & Standards Subcommittee—9:00 am

September 5, 2013 PSCOC Meeting

V. PUBLIC COMMENTS

VI. ADJOURN