

**LEASE AGREEMENT**

by and between

**J. PAUL TAYLOR ACADEMY CHARTER SCHOOL**

and

**LAS CRUCES PUBLIC SCHOOLS**

Dated as of July 1, 2014

## SUBLEASE

THIS SUBLEASE is entered into on September 16, 2014 and effective as of July 1, 2014, by and between the **Board of Education of the Las Cruces Public School District #2** ("LCPS" or "Lessor"), the governing board of a political subdivision of the State of New Mexico (the "State") duly organized and validly existing under the laws of the State, and the **Governing Council of J. Paul Taylor Academy Charter School**, the governing board of a validly existing State-chartered public charter school, ("Charter School" or "Lessee").

### RECITALS

A. LCPS owns certain improved real property described herein as the Leased Property, which is subject to the Ground Lease dated August 20, 2014 by and between LCPS and CYC, LLC ("Developer"), the Development Agreement as modified by that certain First Amendment to Development Agreement dated August 20, 2014 ("Development Agreement") by and between LCPS and Developer" and Tax Exempt Lease Purchase Agreement dated August 20, 2015 ("Lease Purchase Agreement") by and between LCPS and Developer ("Lease Purchase Agreement").

B. LCPS has determined that the lease of the Leased Property described herein is in the best interests of LCPS; and

C. The Charter School desires to lease the Leased Property pursuant to this Sublease, which shall be a lease of LCPS' interests under the Lease Purchase Agreement and subject to the terms and conditions of the Lease Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms of this Sublease as follows, as evidenced by their signatures below.

1. DEFINITIONS. The following terms as used in this Sublease not otherwise defined elsewhere herein shall have the meanings set forth below:

(a) "ADDITIONAL RENT": all sums due and payable to LCPS from the Charter School under this Sublease in addition to Base Rentals are deemed "Additional Rent".

(b) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use and occupy the Leased Property.

(c) "BASE RENTAL PAYMENT DATE": means the tenth day of each



month commencing on the Rent Commencement Date.

(d) "BUILDINGS": means the permanent building to be constructed on the Leased Property as part of Landlord's Work.

(e) "COMMENCEMENT DATE": shall be the effective date of this Lease.

(f) "DISTRICT": Las Cruces Public School District #2, New Mexico, a political subdivision of the State of New Mexico.

(g) "EVENT OF NONAPPROPRIATION": means that the New Mexico Legislature or the New Mexico Public School Capital Outlay Council has failed to grant sufficient money or appropriations to the Charter School to carry out the terms and conditions of this Sublease and (ii) the Charter School is unable to pay the Base Rental amounts and Additional Rent from other sources of funds, as determined by the Charter School in its sole discretion. If an Event of Nonappropriation occurs, the Charter School may terminate this Sublease as provided in Section 5.1 below.

(h) "LANDLORD'S WORK": is defined in Section 11.1.

(i) "LEASE TERM": means and refers to the Initial Term (defined in Section 4 below) plus any Renewal Terms authorized pursuant to Section 6 below.

(j) "LEASED PROPERTY": the real property depicted on the Site Survey plat attached hereto as Exhibit A as Tract 2, with the existing improvements shown on Exhibit A demolished, together with the newly constructed school facility and appurtenances to be constructed on Tract 2 by LCPS as Landlord's Work.

(k) "LESSOR": the Board of Education of the Las Cruces Public School District #2.

(l) "LESSEE": the Governing Council of the J. Paul Taylor Academy Charter School.

(m) "RENT COMMENCEMENT DATE": means the 10<sup>th</sup> day of the month following the date that Substantial Completion has been achieved, but in any event not earlier than August 10, 2015. The Rent Commencement Date is subject to extension as provided in Section 11.3 below.

(n) "SUBSTANTIAL COMPLETION": means that Landlord's Work is sufficiently complete to be utilized for its intended purposes and that LCPS has delivered to the Charter School the occupancy permits for the Building to be constructed as Landlord Work, permitting the Charter School's operations on the Leased Property.



2. REPRESENTATIONS AND COVENANTS OF THE LESSOR. LCPS represents and covenants that;

2.1 LCPS is the governing board of a political subdivision of the State validly existing under the laws of the State.

2.2 LCPS is authorized to lease the Leased Property to the Charter School and to execute, deliver and perform its obligations under this Sublease.

2.3 The lease of the Leased Property to the Charter School pursuant to this Sublease serves a public purpose and is in the best interests of LCPS, the Charter School and their stakeholders.

2.4 The execution, delivery and performance of this Sublease by LCPS have been duly authorized by the Board of Education of the District.

2.5 This Sublease is enforceable against LCPS in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

2.6 The execution, delivery and performance of the terms of this Sublease by LCPS does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which LCPS is now a party or by which LCPS is bound, including the Lease, or constitute a default under any of the foregoing or, except as specifically provided in this Sublease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of LCPS.

2.7 There is no litigation or proceeding pending or threatened against LCPS or any other Person affecting the right of LCPS to execute, deliver or perform its obligations of LCPS under this Sublease.

2.8 LCPS will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Sublease; the Leased Property is property that is necessary and essential to LCPS's purpose and operations.

2.9 LCPS is not aware of any current violation of any requirement of law relating to the Leased Property.



2.10 LCPS acknowledges that this Sublease may be terminated upon the occurrence of an Event of Nonappropriation, as provided herein, and that the determination of an Event of Nonappropriation shall be within the sole discretion of the Charter School's Governing Council

3. REPRESENTATIONS AND COVENANTS OF THE LESSEE. The Charter School represents and covenants that:

3.1 The Charter School is a State chartered public charter school, authorized by the New Mexico Public Education Commission, and duly organized and validly existing under the laws of the State.

3.2 The Charter School is authorized, under NMSA 1978 §22-8B-4(D), to lease the Leased Property from LCPS and to execute, deliver and perform its obligations under this Sublease.

3.3 The lease of the Leased Property from LCPS pursuant to this Sublease serves a public purpose and is in the best interests of the Charter School.

3.4 The execution, delivery and performance of this Sublease by the Charter School have been duly authorized by its governing body ("Governing Council").

3.5 This Sublease is enforceable against the Charter School in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

3.6 The execution, delivery and performance of the terms of this Sublease by the Charter School, as of the first Base Rental Payment Date, does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Charter School is now a party or by which the Charter School is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Sublease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Charter School.

3.7 There is no litigation or proceeding pending or threatened against the Charter School or any other Person affecting the right of the Charter School to execute, deliver or perform its obligations of the Charter School under this Sublease.

3.8 The Charter School will recognize a benefit by the leasing of the Leased



Property pursuant to this Sublease; the Leased Property is property that is necessary and essential to the Charter School's purpose and operations; the Charter School has considered the improvements to be constructed on the Leased Property (i.e., Landlord's Work) as proposed by LCPS and has determined that the improvements will be of benefit to the Charter School and that the Leased Property, as improved, will adequately serve the needs for which it is being leased throughout the Term as defined in Section 6, so long as (i) LCPS completes Landlord's Work in accordance with Section 11.10 and performs its obligation under Section 11 with respect to repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan and (ii) the Charter School and LCPS perform their respective maintenance obligations under Section 11.

3.9 The Charter School is not aware of any current violation of any requirement of law relating to the Leased Property.

3.10 The Charter School anticipates receiving sufficient moneys to pay the Base Rentals as defined in this Sublease and to perform its other obligations under this Sublease, unless an Event of Nonappropriation occurs.

4. LEASE AND TERM. LCPS hereby leases to the Charter School and the Charter School hereby leases from LCPS the Leased Property for twenty (20) years: August 1, 2015 through July 31, 2035 (hereinafter referred to as the "Initial Term"). The Charter School recognizes that LCPS retains ownership rights in the Leased Property; however, LCPS covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the Charter School shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from LCPS, except as expressly required or permitted by this Sublease.

5. EFFECT OF THE EXPIRATION OR TERMINATION OF LEASE.

5.1 If during the Lease Term an Event of Nonappropriation occurs affecting the following fiscal year, then this Sublease shall terminate effective of June 30<sup>th</sup> of the current fiscal year and the Charter School shall (i) vacate the Leased Property on or before June 30<sup>th</sup> of the current fiscal year, (ii) deliver the Leased Property to LCPS on or before June 30<sup>th</sup> of the current fiscal year and (iii) continue to pay Base Rental and all other amounts due until such date as the Charter School has vacated the Property. The Charter School shall give LCPS written notice of an Event of Nonappropriation within ten (10) days after it had occurred.

5.2 The Charter School's current five (5) year charter expires on June 30, 2016. This Sublease shall automatically terminate upon the effective date of any nonrenewal or revocation of the Charter School's charter. In such event, the Charter School shall vacate the Leased Property on or before the effective date on any



nonrenewal or revocation of the Charter School's charter. The Charter School shall give LCPS written notice of a nonrenewal or revocation notification from its authorizer within ten (10) days after learning of same and written notice of the effective date of any final decision of nonrenewal or revocation of the Charter School's charter within ten (10) days after said decision has been rendered by the applicable authority.

5.3 If either party terminates this Sublease as a result of the uncured default of the other party as defined in Section 15, (i) this Sublease shall terminate on the date that is sixty (60) days after the non-defaulting party gives the defaulting party written notice of its election to terminate the Lease and (ii) the Charter School shall vacate the Leased Property on or before the effective date of the termination.

5.4 Upon expiration of the Lease Term or earlier termination of the Lease, all obligations of the Charter School and LCPS from after the effective date of the expiration or termination of the Lease shall terminate, except as expressly provided in this Sublease. Any accrued, but unpaid obligations of the Charter School or LCPS shall continue until they are discharged in full unless the termination of the Lease is a result of revocation of the Charter School's charter in which event all obligations of the Charter School shall terminate on June 30<sup>th</sup> of that year. The Charter School shall have no right to hold over and continue to occupy the Leased Property after the expiration or termination of this Sublease.

6. RENEWAL OF LEASE TERM. This Sublease may be extended or renewed, by mutual agreement of the parties and upon such new terms and conditions as may be acceptable to both parties as set forth in a written amendment to this Sublease executed by both parties. Such an amendment extending or renewing the Lease Term must be executed prior to the expiration of the current Lease Term.

7. BASE RENTALS.

7.1 The Charter School shall pay Base Rentals to LCPS on the Base Rental Payment Dates in an amount equal to the grant received by or awarded to the Charter School pursuant to NMSA 1978 §22-24-4(I) from the public school capital outlay fund as authorized by the Public Schools Capital Outlay Council ("PSCOC") in accordance with NMSA 1978 §22-24-4(I), in monthly increments equal to 1/12<sup>th</sup> of the grant for each school year.

7.2 If requested by the Charter School, LCPS agrees to join with the Charter School in applying to the PSCOC for funds to be used for the Charter School's lease payments.

7.3 Notwithstanding any other provision of this Sublease, the Charter School



shall pay no Base Rent, utilities, or other amounts on any portion of the improvements to the Leased Property that has not received the occupancy permits necessary for the Charter School's operations on the Leased Property.

8. PARTIAL MONTHS. Base Rentals for any partial months will be prorated based on a thirty (30) day month.

9. USE. The Charter School shall use the Leased Property only for the purpose of a charter school existing under the laws of the State, and a charter school's related activities, including but not limited to those activities described in the Charter School's charter.

10. LESSEE'S MODIFICATIONS, INSTALLATIONS AND ALTERATIONS. The Charter School, at its own expense, may make non-structural modifications or improvements to the Leased Property with LCPS' prior consent, not to be unreasonably withheld, if the Leased Property, after such modification and improvements, shall continue to be used as provided herein and shall otherwise be subject to the terms of this Sublease; provided, however, LCPS may deny consent for any such modifications or improvements in its sole discretion if LCPS determines that (i) such modification or improvements may (A) in any way damage the Leased Property as it existed prior thereto and (B) adversely affect or increase the demand on the mechanical, electrical, heating or cooling systems of the Leased Property, or (ii) the value of the Leased Property after such modifications and improvements would not be at least as great as the value of the Leased Property prior thereto. Construction of any such modifications or improvements shall be conditioned upon the Charter School obtaining all authorizations and approvals required by the New Mexico Public Education Department, PSCOC, New Mexico Public School Facilities Authority, and local and state building authorities prior to commencement of construction. The phrase "modification or improvements" does not mean or include the installation of removable trade fixtures that do not require a construction permit for installation, all of which may be installed by the Charter School without LCPS's prior consent and shall remain the personal property of the Charter School. Unless otherwise required by law or agreed in writing between LCPS and the Charter School, all work for any modifications or improvements in or on the Leased Property shall be performed by the Charter School at its own cost and expense by qualified licensed contractors that provide bonds and insurance as required by LCPS. The Charter School shall only perform modifications or improvements to the Leased Property in conformance with the terms of this Sublease. LCPS agrees not to unreasonably withhold consent or otherwise prevent the Charter School from obtaining and receiving capital funding for construction, repairs and maintenance to the Leased Property and the Charter School agrees to consult with LCPS prior to seeking appropriations or other funding for capital improvements to the Leased Property. The Charter School agrees not to interfere with or prevent LCPS from receiving capital funding for the construction, repairs and maintenance to the Leased Property or any other property owned by LCPS.

11. CONSTRUCTION, REPAIR AND MAINTENANCE OF LEASED PROPERTY



11.1 Landlord's Work. LCPS shall construct the school facility as described on the site plan attached as Exhibit B and the floor plan attached as Exhibit C ("Landlord's Work") at LCPS' expense, in accordance with the Development Agreement. All of the Landlord's Work shall comply with New Mexico Public School Facilities Authority ("NMPSFA") adequacy standards, and all other local, state and federal laws and regulations applicable to the design and construction of the Landlord's Work (collectively, the "Legal Requirements"). Subject to Section 11.3, the Charter School shall take possession of the Leased Property upon Substantial Completion of Landlord's Work.

11.2 Completion of Landlord's Work. LCPS shall involve the designated representative of the Charter School in the review and approval of the in-progress and final construction documents prepared by the Design-Builder for the Landlord's Work, before the final construction documents are submitted to NMPSFA for approval. During construction, the designated representative shall be invited to participate in the regularly scheduled on-site project meetings concerning the Landlord's Work. Further, LCPS agrees to respond to reasonable requests from the Charter School's designated representative for additional information concerning the status of the design and construction of the Landlord's Work. The Charter School hereby designates \_\_\_\_\_ as its representative with respect to the design and construction of the Landlord's Work. The Charter School may designate a different representative by written notice to LCPS. In connection with the performance of the Landlord's Work, LCPS shall have the obligation to obtain a certificate of occupancy from the applicable governmental authority permitting the Charter School's occupancy of the Leased Property. LCPS shall cause Landlord's Work to be substantially complete by August 1, 2015 ("Completion Date"), subject to extension due to delay resulting from events and circumstances beyond the control of LCPS.

11.3 Delay. LCPS shall inform the Charter School if it determines that the construction of the Landlord's Work is delayed and that Substantial Completion of Landlord's Work may be delayed beyond the original Completion Date of August 1, 2015, in order to permit the Charter School to arrange for continuing with its current Landlord on a month-to-month basis until Substantial Completion of the Landlord's Work is achieved. In the event of any such delay in completion of Landlord's Work beyond August 1, 2015, LCPS and the Charter School agree that the Charter School may (i) delay possession and move-in for up to ninety (90) days after Substantial Completion has been achieved in order to coordinate the move with the Charter School's education programming and (ii) extend the Rent Commencement Date to the 10<sup>th</sup> day of the month following the date that the Charter School has moved into the Leased Property, but in no event later than ninety (90) days after Substantial Completion has been achieved. For the purposes of this Section 11.3, the phrase "moved into the Leased Property" means that



the Charter School has commenced operations on the Leased Property, including conducting classes on the Leased Property. Mere moving equipment and materials into the Leased Property in preparation of classes, as may be accommodated by LCPS, does not constitute having "moved into the Property".

11.4 Building Structure. LCPS at its expense shall maintain and keep in good repair and condition all structural portions and all exterior parts of the building on the Leased Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canals, and all outside drains, electrical, plumbing and gas supply lines, and water wells/pipes and related equipment on the Leased Property that are owned by LCPS (the "Building Structure"). In consideration of Landlord's Work and to offset the cost of maintenance, repairs and replacements for the Leased Property and Landlord's other obligations under this Section 11, the Charter School shall waive and LCPS will retain the Charter School's share of the Senate Bill 9 and House Bill 33 mill levy proceeds otherwise allocated to the Charter School pursuant to NMSA 1978 Sections 22-25-7(C) and 22-26-9. The Charter School shall retain the "State Match" of Senate Bill 9 funds for the Lease Term, as well as any other all other capital or supplemental funding made available for capital improvements to which the Charter School may be entitled pursuant to applicable laws currently in place or subsequently enacted

11.5 Facilities Master Plan. LCPS shall be responsible for all of the repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan for Las Cruces Public Schools, at no additional cost to the Charter School. The Leased Property shall be included in and kept on the LCPS's Facilities Master Plan during the Lease Term. The Charter School, however, shall not be foreclosed or prevented from submitting its own Facilities Master Plan as contemplated by and consistent with the Public School Capital Outlay Act.

11.6 Building Systems and Major Repairs. LCPS shall maintain and keep in good repair and working order all mechanical, electrical, plumbing, heating, cooling systems and equipment at the Leased Property, as well as the electrical, water, natural gas and sewer lines on the Leased Property that are owned by LCPS ("Building Systems"), at no additional cost to the Charter School. LCPS shall have no obligation to maintain or repair the electrical, water, natural gas and sewer lines owned by the respective utility providers, even if located on the Leased Property. LCPS shall also, upon the prior written request of the Charter School, perform necessary repairs and replacements of the interior of the Building that are reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more for each such repair or replacement. Any repair or replacement to the interior of the Building that is reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00) shall be performed by the Charter School. .



11.7 Drives, Parking Lots and Sidewalks. The Charter School, at its expense, shall maintain and keep in a good, safe, clean and sanitary condition all driveways, parking lots and sidewalks located on the Leased Property, subject to following limitation. Any repair or replacement for or affecting driveways, parking lots and sidewalks that is reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more shall be performed by LCPS, upon the prior written request of the Charter School.

11.8 Grounds Maintenance. LCPS shall require the tenant of Tract 1 ("Tract 1 Tenant") as shown on the Site Survey plat attached hereto as Exhibit A ("Tract 1") to maintain all playgrounds, playing fields and landscaped, including without limitation irrigation and lighting, located on the Leased Property (collectively, "Grounds Maintenance") as condition of the lease for Tract 1 between the Tract 1 Tenant and LCPS. In consideration of the Grounds Maintenance, the Charter School shall make the playing fields and landscaped open spaces located on Tract 2 available for use by the Tract 1 Tenant when not in use by the Charter School, subject to reasonable conditions, rules and regulations. The Charter School's obligation to make its playing fields and landscaped open spaces located on Tract 2 available for use by the Tract 1 Tenant shall be deemed Additional Rent to LCPS.

11.9 Technology. The Charter School agrees to maintain all technology and infrastructure for electronic and telecommunications systems installed in the building on the Leased Property (maintenance of the communication lines connecting to the building shall be responsibility of the communication services provider or LCPS, whichever is the owner of these communication lines).

11.10 The Charter School's Furniture, Equipment and Interior Furnishings. During the Lease Term, the Charter School at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and book shelves, school equipment, such as computer work stations, and fixtures and interior furnishings of the school facilities, including without limitation carpeting.

11.11 Other Charter School Repair and Maintenance Obligations. The Charter School at its expense shall maintain and keep the entire interior of the Building (other than Building Systems and Major Repairs) in a clean and sanitary condition and good working order and repair, including ordinary, necessary and customary janitorial and custodial services and supplies. The Charter School shall be responsible for, and repair (or reimburse LCPS for the cost to repair) damage to the Leased Property resulting from misuse of the Leased Property, or acts of negligence or willful misconduct, by the Charter School or its sublessees, licensees or invitees (e.g. vandalism by students or licensees that the Charter School permits to use portions of the Leased Property), to the extent not reimbursed or paid by the property insurance maintained by LCPS.



11.12 Compliance with Law and Regulations. Throughout the Lease Term including any Renewal Term, LCPS shall cause the improvements to the Leased Property that are LCPS' obligation to maintain to be in maintained and repaired in compliance with all applicable federal, state and local laws, regulations, codes and ordinances governing the physical condition of the Leased Property and any repairs thereto ("Laws"), including those relating to health, safety and the environment; and all requirements of all insurance companies writing property insurance policies covering the Leased Property or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and made applicable to the Leased Property, except to the extent that any such failure to cause the Premises to comply with applicable Laws is caused by the School. LCPS, at its expense, shall perform any repairs to the Leased Property required by reason of such Laws. LCPS shall pay all costs, expenses, fines, penalties or damages ("Penalties") that may in any manner arise out of or be imposed because of the failure of the Leased Property to comply with Laws, unless the failure to comply with Laws is caused by the Charter School. LCPS shall not be required to pay any Penalties that are imposed because of the failure of the Leased Property to comply with Laws if the failure to comply is caused by the Charter School, which Penalties shall be the responsibility of the Charter School. LCPS reserves the right upon notice to the Charter School and at all reasonable times to enter the Leased Property for the purposes of inspecting the Leased Property and performing all work as may be necessary to assure compliance with Laws and to perform the maintenance and repairs to the Leased Property that LCPS is required or permitted to perform, subject to reasonable school safety or security requirements established by the Charter School.

11.13 Limits to LCPS' Contribution Towards Maintenance and Repairs. LCPS agrees to provide the maintenance and repairs to the Leased Property required by the terms of this Sublease within a reasonable period of time; provided, however, necessary or desirable repairs and maintenance of the Leased Property will be prioritized along with the other Las Cruces Public Schools' properties in a reasonable manner by LCPS, with equal consideration given to the Leased Property and all other Las Cruces Public Schools' properties in the process of prioritizing the needs of the various properties. Without limiting the foregoing, LCPS will include the Leased Property in LCPS' Facility Master Plan in accordance with Section 11.3 and in LCPS' facility management information system and consider the maintenance and repair needs of the Leased Property on a par with all other Las Cruces Public Schools' properties, in a manner consistent with LCPS' Facility Master Plan and the funding available for the implementation of the Facility Master Plan.

## 12. UTILITIES AND INSURANCE.

12.1 LCPS's Property Insurance. LCPS at its expense shall carry property



insurance through the New Mexico Public School Insurance Authority ("NMPSIA") insuring the Leased Property at its full replacement value throughout the Lease Term, including any Renewal Term, and insuring all of its personal property, including any fixtures owned by LCPS, located at the Leased Property.

12.2 Charter School's Property Insurance. The Charter School at its expense shall insure itself against loss or damage to the Charter School's personal property, including fixtures, owned by the Charter School located at the Leased Property. The Charter School shall, at its own expense, obtain and maintain all other insurance coverage required of it pursuant to Section 6.20.2.20 NMAC, including without limitation adequate commercial general liability insurance and workers compensation insurance.

12.3 Casualty Loss. If during the Lease Term, including any Renewal Term, the Leased Property is rendered unusable by the Charter School as a result of fire or any other casualty, whether in whole or in part, and the Charter School vacates the Leased Property or portion thereof affected by casualty damage, then the Charter School's obligation to pay rent shall abate during such period in proportion to the Charter School's loss of use of the Leased Property but only to the extent that the Charter School actually vacates the Leased Property or portions thereof. In the further event that restoration of the Leased Property is impossible within ninety (90) days after such occurrence, then the Charter School may terminate this Sublease upon sixty (60) days prior written notice to LCPS.

12.4 Utilities Payable by Charter School. The Charter School, at its expense, shall pay all the charges for utility services to the Leased Property, including water, electricity, natural gas, telephone and internet services and refuse collection. The Charter School shall pay utility charges directly to the charging entity.

13. INSPECTION OF THE LEASED PROPERTY. LCPS and its duly authorized agent shall have the right (but not the obligation), on reasonable advance notice to the Charter School, at all reasonable times, at its expense, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Charter School for safety or security purposes). Upon reasonable advance notice, LCPS and its duly authorized agent shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Charter School with respect to the Leased Property.

#### 14. INDEMNITY AND RELATED PROVISIONS.

14.1 The Charter School, not LCPS, shall be liable for any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of the Charter School or any third party) occurring on the Leased Property from any cause whatsoever ("Claims"),



except to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS's breach of its obligations under this Sublease. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, the Charter School shall indemnify, defend and save harmless LCPS, its officers, agents, employees and contractors from all losses, damages, fines, penalties, liabilities and expenses (including LCPS' personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Claims, regardless of whether claims involve litigation or bankruptcy) resulting from any injury to any person or from any loss of or damage to any property occurring on the Leased Property and attributable to the acts or omissions of the Charter School, its employees, agents, contractors, licensees or invitees or to the Charter School's breach of its obligations under this Sublease. The Charter School agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers claim and actions brought by its employees against LCPS. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Sublease. The Charter School shall promptly notify LCPS of casualties or accidents occurring on or about the Leased Property. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, the Charter School shall indemnify LCPS only to the extent of the Charter School's own negligence or that of its employees, agents, contractors, invitees and licensees, to the extent permitted by law and subject to the immunities provided by law.

- 14.2 To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, LCPS shall indemnify, defend and save harmless the Charter School, its officers, agents, employees and contractors from any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of LCPS or any third party) occurring on the Leased Property to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS' breach of its obligations under this Sublease ("Indemnified Claims") (including the Charter School's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Indemnified Claims, regardless of whether the Indemnified Claims involve litigation or bankruptcy) but only to the extent attributable to the negligent acts or omissions or willful misconduct of LCPS, its employees, agents, contractors, licensees or invitees or to LCPS'



breach of its obligations under this Sublease. LCPS agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers claim and actions brought by its employees against the Charter School. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Sublease. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, LCPS shall indemnify the Charter School only to the extent of LCPS' negligence or the negligence of its employees, agents, contractors, invitees and licensees and only to the extent permitted by law and subject to the immunities provided by law.

15. DEFAULT; EVENTS OF DEFAULT DEFINED

15.1 Any of the following shall constitute an "Event of Default" under this Sublease:

(a) failure by the Charter School to vacate the Leased Property by the end of the current fiscal year after an Event of Nonappropriation (as defined above) has occurred affecting the following fiscal year;

(b) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Charter School in all or any portion of the Leased Property made without written approval by LCPS, which approval may be granted or withheld in its sole discretion; or

(c) failure by either party to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice for a failure that can be cured by payment of money (i.e., a "Monetary Default") and forty-five (45) days after written notice for a default that cannot be cured by the payment of money ("Non-Monetary Default"). If it is not possible for a Non-Monetary Default to be cured within a 45-day period, then the non-defaulting party shall not withhold its consent to an extension of such cure period for up to ninety (90) days if corrective action was promptly instituted prior to the expiration of the 45-day period and diligently and continuously pursued.

15.2 The provisions of this Section are subject to the following limitations:

(a) the Charter School shall be obligated to pay Base Rentals and Additional Rent only during the Lease Term and any period thereafter during



which it continues to occupy the Leased Property; and

(b) if performance of any covenant, condition or agreement under this Sublease is delayed as a result of an event or circumstance beyond the control of a party (a "Force Majeure Event"), which shall include without limitation governmental actions or inaction (including a failure of the PSCOC timely funding distributions of lease assistance payments to the Charter School), inclement weather, acts of god or any other event or circumstance beyond the control of the affected party, then the time for performance shall be extended day-for-day for each day that the performance is unavoidably prevented by the Force Majeure Event.

16. REMEDIES ON DEFAULT.

16.1 Whenever any Event of Default occurs with respect to this Sublease, the non-defaulting party shall notify the defaulting party of said Event of Default in writing of the default and include in the notice of default that the party has thirty (30) days to cure a Monetary Default and forty-five (45) days to cure a Non-Monetary Default, subject to unavoidable delay caused by Force Majeure Events (as defined above). A party shall not exercise any remedies available to for an Event of Default until the applicable cure period provided for in this paragraph has elapsed. A non-defaulting party shall not impair the defaulting party's opportunity to cure the Event of Default.

16.2 If a noticed Event of Default is not cured within the time allowed then the non-defaulting may elect to pursue any remedy available at law or in equity, including without limitation any one or any combination of the following remedies:

(a) terminate the Lease by written notice to the other party, with such termination being effective at least sixty (60) days after the date of the written notice, and recover damages for the breach of this Sublease. The Charter School shall vacate the Leased Property as of the effective date of the termination;

(b) with respect a default by the Charter School, terminate the Charter School's possession of the Leased Property by written notice to the Charter School, with such termination being effective at least sixty (60) days after the date of the written notice, reenter the Leased Property and re-lease the Leased Property on account of the Charter School and apply the collected rents to the costs of collection and re-leasing and then to any unpaid Base Rentals, Additional Rent and other charges, which is then due and payable, or which may thereafter become due and payable;

(c) cure the default at the defaulting party's expense and, with respect



to a LCPS default, withhold, reduce or offset such amount against any payments of Base Rent, Additional Rent or any other charges due and payable to LCPS under this Sublease;

(d) enforce any provision of this Sublease by seeking an equitable remedy including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under this Sublease 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 Leased Property under this Sublease.

17. HOLDOVER. Any holding over by the Charter School after the expiration or termination of the Lease Term, including any Renewal Term, shall be construed as a tenancy at sufferance terminable by LCPS at any time with thirty (30) days prior notice, and subject to all of the covenants, conditions, provisions and obligations of this Sublease, including without limitation the obligation to pay Base Rentals and Additional Rent.

18. ASSIGNMENT AND SUBLETTING. The Charter School shall not assign the Lease or sublet the Leased Property or permit a third party to use and occupy the Leased Property without LCPS's prior written consent, which may be granted or withheld in its sole discretion, except as provided in the following sentence. The Charter School may make portions of the Leased Property available for events sponsored by the Charter School or LCPS without charge and may make portions of the Leased Property available to individuals and organizations for private events, for a reasonable fee, subject to and in compliance with LCPS' building use policies and procedures applicable to the use of LCPS facilities and other terms and conditions that may be imposed by the Charter School (e.g., sufficient cash damage deposits, restrictions on amplified sound, etc.). Any prohibited assignment, sublease, license, use permit or occupancy permit shall be void.

19. WAIVER. Failure of LCPS or the Charter School to insist upon the strict performance of any provision or to exercise any remedy shall not be construed as a waiver of the future performance of any such provision or the right to exercise such remedy. No provision of this Sublease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by the Charter School or receipt by LCPS of an amount less than the Base Rentals shall be deemed to be other than on account of the most delinquent amount of Base Rental, Additional Rent or other amounts then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and LCPS may accept such check or payment without prejudice to LCPS's right to recover the balance of such Base Rentals or other amounts or pursue any other remedy provided in this Sublease. Neither acceptance of the keys nor any other act or thing done by LCPS or any agent or employee of LCPS during the Lease Term, including any



Renewal Term, shall be deemed to be an acceptance of a surrender of the Leased Property, which may be implemented only by an agreement in writing signed by LCPS, accepting or agreeing to accept such a surrender.

20. SIGNAGE. With LCPS' prior written approval, the Charter School may install signage on the Leased Property or modify the existing signage on the Leased Property, at the Charter School's sole expense, so long as the signage complies with applicable governmental regulations.

21. REQUIREMENTS FOR LESSEE'S RENEWAL. The Charter School acknowledges that the Charter School will only be allowed to renew the Lease if there is no uncured default under the terms of this Sublease. The Charter School hereby acknowledges that the Charter School has assumed all of its obligations for compliance with this Sublease.

22. NON-APPROPRIATION – BATEMAN ACT. In accordance with NMSA Section 6-6-11 and the New Mexico Constitution, Article IX, Section 11, if the performance of any of LCPS' obligations under this Sublease require the expenditure of funds those obligations are contingent upon sufficient appropriations and authorization being made by LCPS for the performance of this Sublease; provided however, such lack of sufficient appropriations and authorization shall not entitle LCPS to terminate this Sublease. Nothing in this Section shall be interpreted as limiting the Charter School's right to terminate this Sublease should an Event of Non-Appropriation occur with respect the Charter School, in accordance with Section 5.1 above.

23. MISCELLANEOUS PROVISIONS.

23.1 Whenever the singular number is used in this Sublease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, association, or any other similar entity.

23.2 The marginal headings or titles to the paragraphs of this Sublease are not a part of this Sublease and shall have no effect upon the construction or interpretation of any part of this Sublease.

23.3 This instrument is an integrated writing and supersedes any oral statements or representations or prior written matter not contained in this instrument. This instrument may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Sublease or their respective successors in interest or permitted assigns.

23.4 Time is of the essence of each term and provision of this Sublease.

23.5 Days shall mean "calendar days" unless otherwise defined. If the date set



for performance under this Sublease falls on a day that is a Saturday, Sunday or federal holiday, then the date shall be extended to the next day that is not a Saturday, Sunday or federal holiday.

23.6 The Charter School represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Sublease and agrees to pay and to hold LCPS harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent the Charter School, with respect to this Sublease or the negotiation of this Sublease. LCPS agrees to hold the Charter School harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent LCPS with respect to this Sublease or the negotiation of this Sublease.

23.7 Each provision to be performed by the Charter School or LCPS shall be construed to be both a covenant and a condition.

23.8 All rights and obligations under this Sublease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Sublease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Sublease on behalf of such party and to bind that party to the performance of such party's obligations hereunder and the he or she has no authority to bind either parties' employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Sublease.

23.9 All covenants, stipulations, promises, agreements and obligations of LCPS or the Charter School, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Charter School or LCPS, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Charter School or LCPS in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Charter School or LCPS or any natural person executing this Sublease or any related document or instrument.

23.10 No notice or other communication given in connection herewith shall be validly given, unless in writing and delivered in person or sent by a nationally recognized delivery service or by registered or certified United States mail to the address set forth in Section 23 or to such other addresses as LCPS or the Charter School may from time to time designate in writing and deliver to the other. Notices or other communications shall be deemed given or received upon delivery, if delivered in person, or upon forty eight (48) hours after deposit in the mail, if delivered by mail or by an express mail service.



23.11 If any provision of this Sublease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Sublease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

23.12 Anything to the contrary herein notwithstanding, the Charter School is not LCPS's agent, partner or representative for any purpose whatsoever, nor is LCPS the Charter School's agent, partner or representative for any purpose whatsoever.

23.13 The rights and remedies of the Charter School and LCPS under this Sublease shall be cumulative and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either party hereunder which by their nature extend beyond the expiration or earlier termination of this Sublease shall survive such expiration or earlier termination, and shall be enforceable to the extent permitted by applicable law.

23.14 If a party ("Defaulting Party") fails to perform any covenant, obligation, duty or agreement ("Obligations") under this Sublease, or otherwise breaches this Sublease and fails to cure such breach after notice thereof within the applicable cure period, the other party ("Non-Defaulting Party") may, at its option, perform such Obligations or undertake such cure at the Defaulting Party's expense, and Defaulting Party shall reimburse the Non-Defaulting Party for the costs incurred by the Non-Defaulting Party in connection therewith within thirty (30) days after receipt of a demand for reimbursement together with documentation reasonably substantiating the costs incurred.

23.15 Amounts due to a party under the terms of this Sublease that are not paid within thirty (30) days after the date due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

23.16 This Sublease may be executed in counterparts, and each counterpart will be deemed to be an original that together will constitute a single instrument.

23.17 Each party shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law except as expressly provided in this Sublease.

23.18 The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Lease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Sublease. Each Party enters into this Sublease freely and with a full understanding of all of its terms



and conditions, and accordingly, in the event of a dispute over the meaning of this Sublease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.

23.19 Each party represents to the other that it has full power and authority to enter into this Sublease; that all actions necessary for the execution of this Sublease have been taken; and that each person signing below has been duly authorized to sign this Sublease and bind such party to all of its terms, provisions and conditions.

23.20 This Sublease sets forth all of the covenants, promises, agreements, conditions and understandings between LCPS and the Charter School respecting the Leased Property. No alteration, amendment, modification, change, or addition to this Sublease shall be binding upon LCPS and the Charter School, unless reduced to writing and signed by LCPS and the Charter School.

24. NOTICES. All notices must be sent in writing to:

to LCPS at: Las Cruces Public Schools  
Attn. Stan Rounds, Superintendent  
505 South Main  
Las Cruces, NM 88001  
Fax: 575-527-5972

with a copy to: Cuddy & McCarthy, LLP  
1701 Old Pecos Trail  
Santa Fe, NM 87505  
Fax: 505.954.7373

to Charter School at: J. Paul Taylor Academy  
3900 Del Rey Blvd.  
Las Cruces, NM 88012  
Fax: 575-652-4621

|  
with a copy to: Matthews Fox, P.C.  
1925 Aspen Drive, Suite 301A  
Santa Fe, NM 87505  
Fax: 505.474.3727

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

(signatures on following pages)



LESSOR:

BOARD OF EDUCATION OF THE LAS  
CRUCES PUBLIC SCHOOL DISTRICT #2

By: Bonnie Totaw  
Name: Bonnie Totaw  
Title: Board President

ACKNOWLEDGMENT

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA )

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER 2014, by BONNIE TOTAW, as PRESIDENT [title] for and on behalf of the Board of Education of the Las Cruces Public School District #2, the governing body of a local political subdivision of the State of New Mexico.

M. Tina Gonzalez  
Notary Public

My commission expires: 3-22-2016



OFFICIAL SEAL  
M. TINA GONZALEZ  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 3-22-2016



LESSEE:

GOVERNING COUNCIL OF J. PAUL TAYLOR  
ACADEMY CHARTER SCHOOL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

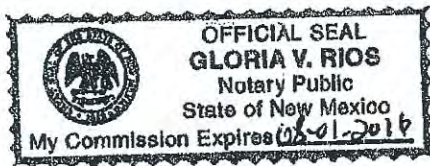
STATE OF NEW MEXICO )

COUNTY OF Dona Ana )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August 2014, by Jana G. Williams, as \_\_\_\_\_ [title] for and on behalf of the Governing Council of J. Paul Taylor Academy Charter School, the governing body of a validly existing State-chartered public charter school.

Gloria V. Rios  
Notary Public

My commission expires: 08-01-2016





## Appendix H - Facility Master Plan

### Las Cruces Public Schools FMP 2018 Facility Summary: 503 · J PAUL TAYLOR (CHARTER LEASE)

402 W Court Ave Building 2, Las Cruces, NM 88005

Evaluation Date: 2019-05-08

Evaluator: AR

**Evaluation Status:** Evaluated

#### Location Data

Site Data			
Site acres:	2.25	No/type of parking spaces:	17
ADA parking spaces:	4	Other parking spaces:	0
Building Data			
Permanent building area:	22786 GSF	Number of floors:	1
Modular building area:	0 GSF	Modular buildings:	0.0% of GSF
Construction Dates			
Year Built:	2015	Building age:	4
Initial Construction Date:		Renovation/Addition 1:	
Renovation/Addition 2:		Renovation/Addition 3:	

#### Assessment Score for J PAUL TAYLOR (CHARTER LEASE)

Scoring Category	Possible Points	Actual	Earned	Percent Score (E/A)
The Site	221	237.5	218.5	92.0%
Physical Plant Assessment	349	349.0	341.0	97.7%
Adequacy and Environment	389	0.0	0.0	
Total	959	586.5	559.5	95.4%

Excellent=90-100% Satisfactory=70-89% Borderline=50-69% Poor=30-49% Very Inadequate <= 29%



## Notes from Evaluation Meeting and Questionnaire

- The school is getting new playground equipment over the summer of 2019.
- The school has a cap of 200 students.

### Site Assessment



J. Paul Taylor Academy sits within a residential neighborhood in central Las Cruces, New Mexico. N. Reynolds Street bounds the school site on the west, W. Mountain Avenue on the north, N. Armijo Street on the east, and Alma d'Arte Charter School on the south. Pioneer Women's Park sits southwest of the campus and is used by the school regularly for recess and recreational activities.

#### 1. Access

Pedestrian sidewalks run along the western and northern sides of the site. The eastern edge of the site has sand and gravel coverage. Striped crosswalks lie at the northeastern and southwestern corner of the school site.

The school shares a small parking lot with Alma d'Arte. The parking lot lies south of the school building and is in good condition.

A small parent's loop sits at the northern edge of the site.

#### 2. Site Development

Xeric landscaping surrounds most of the school building and site. The area at the southeastern corner of the building, between the building, parking lot, and track is not developed and is in poor condition.

The site drains well.

A continuous concrete sidewalk encircles the building and provides access to the recreation area, the parent's loop, and parking lot. No paved pathway leads to the new garden area and the portables, along the southern edge of the site.

An outdoor learning and gathering area sits on the eastern side of the building, below the roof overhang, with several picnic tables.

#### 3. Recreation Athletics

The recreation area lies on the eastern half of the site and is open to the public during non-school hours. A pleasant gravel track encircles a grass field, a concrete basketball court, hard surface play areas, and sand area.

The school also uses the nearby public park for recreation purposes.

#### 4. Safety / Security

Chain link fencing partially encloses the site. All but the southern side of the site has fencing, which leaves the entire site unrestricted. An opening on the eastern side provides pedestrian access onto the



site. The driveway does not have vehicular gates.

Street lights provide ambient light around the site. Building-mounted fixtures light the perimeter of the building.

Site utilities are below ground and function well.

The school does not have surveillance cameras.

#### 5. Accessibility Attributes

The site is predominantly ADA compliant. No ADA pathway leads to the garden area and portables.

The parking lot includes four ADA compliant parking spaces. No directional signage indicates the path to the main entrance or accessible entry points.



## Building Assessment

J. Paul Taylor Academy consists of one single-story building, constructed in 2015. Two portables sit at the southeastern corner of the site; one serves the school.

### 1. Exterior

The school has a slab-on-grade foundation. The exterior walls have a stucco surface, in good condition. Exterior doors are hollow aluminum with large lites, in aluminum frames, in good shape. Windows are double-glazed, in aluminum frames, in good condition.

The thermoplastic polyolefin (TPO) roof is in good condition.

### 2. Interior

The interior finishes throughout the building are in good repair. Interior walls have painted gypsum board. Corridors have tile wainscot. The walls in the multipurpose room are damaged and worn. The corridors, multipurpose room, science labs, and most support spaces have vinyl composition tile (VCT). The library, offices, and most classrooms have carpeted flooring. Many transition strips between the carpeting and VCT in the classrooms are not secured well and are taped down. Interior doors are wood. All areas of the building have a suspended acoustic ceiling tile system. Casework is in good condition. Restrooms have ceramic tile flooring and walls in good condition.

### 3. Systems

The building is heated and cooled via rooftop-mounted package units. The system functions well.

The plumbing system functions well throughout most of the building. However, the school reports a foul odor in the middle school wing every afternoon. The sewer clean-outs on the exterior side of the building reportedly overflow regularly.

The electrical system functions well.

### 4. Safety / Security

The school's public address system functions well.

The school does not have surveillance cameras.

The building is fire sprinklered.

### 5. Portables

The two portables on site reportedly belong to neighboring Alma d'Arte Charter School. The J. Paul Taylor Academy uses one of the portables for storage. The portable is old and in poor condition.

### 6. ADA and Code Compliance

Entrances and routes through the building are ADA compliant.

Tactile and Braille signage hangs throughout the building.

Classroom sinks have knee clearance; however, all of the sinks stand at adult heights. Students use step stools to reach the sinks.

The restrooms are mostly ADA-compliant, with only minor problems. Both of the multi-stall boys' restrooms have horizontal grab bars at differing heights, due to the location of the flush valve. Both of the girls' multi-stall restrooms have the horizontal grab bars at adult heights and no vertical grab bars. The toilet paper dispenser in the kindergarten restroom hangs too low.



## Adequacy and Environment

J. Paul Taylor Academy is a Las Cruces charter school that focuses on project-based learning and Spanish language acquisition. The school serves kindergarten through eighth grade.



## Building Additions/Issues

Building Additions/Issues	
Constructed:	2015
Square Feet:	GSF
Foundation/Slab/Structure:	Slab-on-grade
Roof:	TPO
Exterior Walls:	Stucco
HVAC:	Rooftop package units
Fire Protection:	Sprinklered

## Site Plan



## Review Participants

Sharon Myers, Assistant Director

Alyce Ramos, ARC Facility Evaluator

Las Cruces Public Schools FMP 2018  
 503 · J PAUL TAYLOR (CHARTER LEASE)  
 CIP Project Summaries

Project No.	Code	Project Name	MACC	Project Budget
503.2001	4.06.B01.5.	Site Improvements	\$23,698	<b>\$30,215</b>
503.2002	4.06.B04.5.	Fencing Improvements	\$17,836	<b>\$22,742</b>
503.2005	4.05.E01.5.	Interior Improvements	\$10,305	<b>\$13,809</b>
503.2006	4.13.D05.1.	Plumbing Study	\$6,500	<b>\$7,768</b>
503.2007	3.05.A03.3.4.	ADA Compliance: Directional Signage	\$931	<b>\$1,247</b>
503.2008	3.05.A03.3.5.	ADA Compliance: Classroom Sinks	\$6,541	<b>\$8,765</b>
503.2009	3.05.A03.2.4.	ADA Compliance: Restrooms	\$1,229	<b>\$1,647</b>
<b>Total of Project Budgets</b>				<b>\$86,191</b>



5

Category: 4. Type 1: 06. Type 2: B01. P/Class: 5.



The eastern edge of the site has sand and gravel ground cover, with no paved pedestrian sidewalk. The area at the southeastern corner of the building, between the building, parking lot, and track areas, is not developed and is in poor condition.

Pave a sidewalk along the eastern edge of the site. Develop the area at the southeastern corner of the school.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Pave sidewalk	1.1119	1,000.0	SF	1.00	\$6.97	\$6,970
2	Develop vacant area	1.1119	2,400.0	SF	1.00	\$6.97	\$16,728
Maximum Allowable Construction Cost					\$23,698		
<b>Total Project Cost</b>					<b>\$30,215</b>		

## Project 503.2002 · Fencing Improvements

Facility: J PAUL TAYLOR (CHARTER LEASE) IDNO: 503  
Category: 4. Type 1: 06. Type 2: B04. P/Class: 5.



### *Project Description*

The site is unrestricted and open to the public. The southern side of the site is not fenced and an opening along the eastern fence provides pedestrian access onto the site. The driveway does not have vehicular gates.

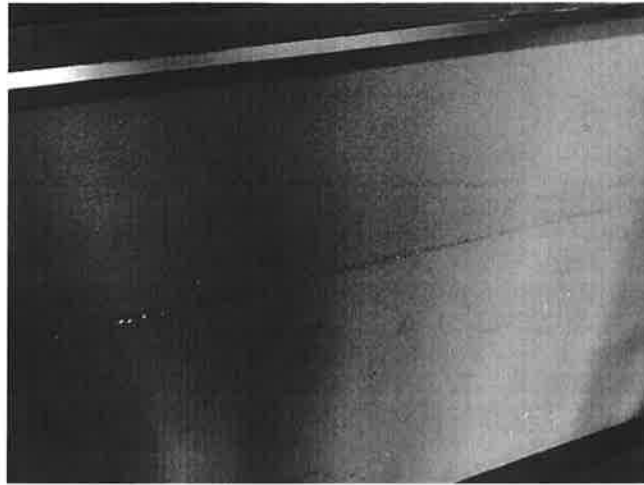
Install a pedestrian gate at the opening on the eastern side of the site. Install fencing along the southern edge of the site to restrict access to the recreation area and rear of the school. Install vehicular gates at the driveways.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install pedestrian gate	1,4116	1.0	EA	1.00	\$666.47	\$666
2	Install fencing	1,4113	250.0	LF	1.00	\$44.68	\$11,170
3	Install vehicular gates	1,4118	4.0	EA	1.00	\$1,500.00	\$6,000
Maximum Allowable Construction Cost							\$17,836
Total Project Cost							\$22,742



## Project 503.2005 · Interior Improvements

Facility: J PAUL TAYLOR (CHARTER LEASE) IDNO: 503  
Category: 4. Type 1: 05. Type 2: E01. P/Class: 5.



### Project Description

The walls in the multipurpose room are damaged and worn. Many transition strips between the carpeting and VCT in the classrooms are not secured well and are taped down.

Repair the multipurpose room walls, and install ceramic tile wainscot along the perimeter of the room. Replace the transition strips in the classrooms,

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install wainscot	2.3321	600.0	SF	1.00	\$15.89	\$9,534
2	Replace transition strips	2.3124	300.0	LF	1.00	\$2.57	\$771
Maximum Allowable Construction Cost							\$10,305
Total Project Cost							\$13,809

## Project 503.2006 · Plumbing Study

Facility: J PAUL TAYLOR (CHARTER LEASE) IDNO: 503  
Category: 4. Type 1: 13. Type 2: D05. P/Class: 1.

### Project Description

The school reports a foul odor in the middle school wing every afternoon. The sewer clean-outs on the exterior side of the building, near room 110 and the cafeteria, reportedly overflow regularly. The school flushes the drains with water to relieve the smell.

Conduct a plumbing study to determine the cause of the problem and how to remedy it. An allowance is provided for repairs.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Plumbing study	2.4314	1,0	Per	1.00	\$6,500.00	\$6,500
Maximum Allowable Construction Cost							\$6,500
Total Project Cost							\$7,768



## Project 503.2007 · ADA Compliance: Directional Signage

Facility: J PAUL TAYLOR (CHARTER LEASE) IDNO: 503  
Category: 3, Type 1: 05, Type 2: A03.3, P/Class: 4.



### Project Description

Entrances and routes through the building are ADA-compliant. No directional signage indicates the route to the main entrance or accessible entry points.

Install directional signage on the exterior of the building to direct visitors to the main entrance and accessible entrances. -5

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install directional signage	2,3611	5.0	EA	1.00	\$186.17	\$931
Maximum Allowable Construction Cost							\$931
<b>Total Project Cost</b>							<b>\$1,247</b>

## Project 503.2008 · ADA Compliance: Classroom Sinks

Facility: J PAUL TAYLOR (CHARTER LEASE) IDNO: 503  
Category: 3. Type 1: 05. Type 2: A03.3. P/Class: 5.



### Project Description

Classroom sinks have knee clearance; however, all of the sinks sit at adult heights. Student use step stools to reach the sinks.

Modify sink base cabinets to lower the sinks to 31 inches in all of the elementary school grade-level classrooms.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Modify sink base cabinets	2,3511	8.0	EA	1.00	\$817.61	\$6,541
Maximum Allowable Construction Cost							\$6,541
<b>Total Project Cost</b>							<b>\$8,765</b>



## Project 503.2009 · ADA Compliance: Restrooms

Facility: J PAUL TAYLOR (CHARTER LEASE) IDNO: 503  
Category: 3. Type 1: 05. Type 2: A03.2. P/Class: 4.

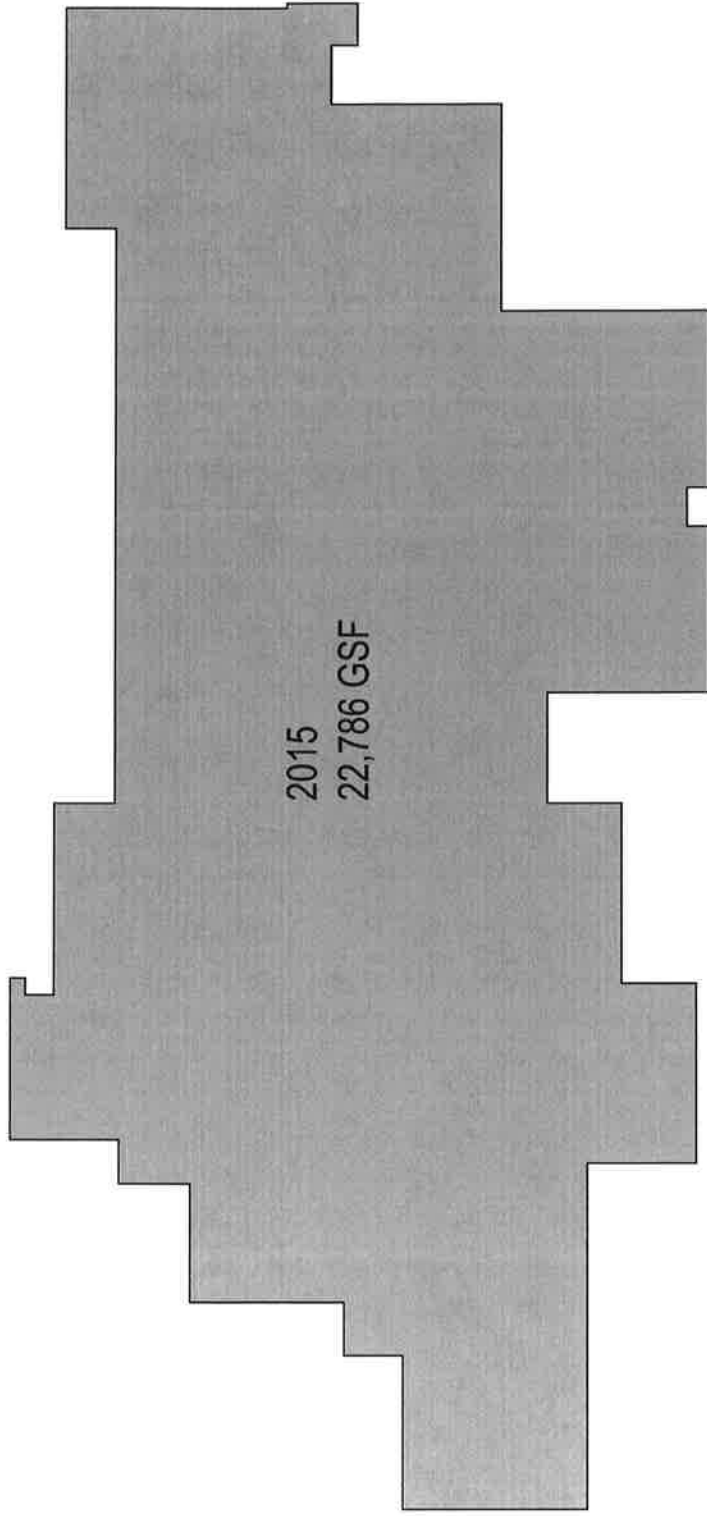


### Project Description

The restrooms are mostly ADA-compliant, with only minor problems. Both of the multi-stall boys' restrooms have horizontal grab bars at differing heights, due to the location of the flush valve. Both of the girls' multi-stall restrooms have the horizontal grab bars at adult heights and no vertical grab bars. The toilet paper dispenser in the kindergarten restroom hangs too low.

Relocate the rear grab bars in the boys' restrooms to the correct heights. Relocate the grab bars in the girls' restrooms to the correct heights, and install vertical grab bars. Relocate the toilet paper towel dispenser in the kindergarten restroom.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Relocate grab bars	2.3713	6.0	EA	1.00	\$130.00	\$780
2	Install vertical grab bars	2.3723	2.0	EA	1.00	\$159.37	\$319
3	Relocate toilet paper dispenser	2.3713	1.0	EA	1.00	\$130.00	\$130
Maximum Allowable Construction Cost							\$1,229
<b>Total Project Cost</b>							<b>\$1,647</b>





**STATE OF NEW MEXICO**  
**REGULATION AND LICENSING DEPARTMENT**  
**CONSTRUCTION INDUSTRIES DIVISION**  
**GENERAL CONSTRUCTION BUREAU**

21098

XX THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.  
 PERMANENT TEMPORARY, \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF  
 OCCUPANCY GROUP E AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

BUILDING ADDRESS  
402 W. Court Ave

NAME AND ADDRESS OF OWNER  
Las Cruces Public Schools

NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)  
Gen Inc Construction

BUILDING PERMIT NUMBER  
GENC 2015003530

INSPECTOR'S NAME  
Don Neger

IN NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)  
New Construction  
 PORTION OF BUILDING  
 DATE  
11-3-2015

COMMENTS  
J. Paul Taylor Alexander School

Las Cruces, N.M.

505 S. Main, Ste 209  
Las Cruces, N.M.

**Appendix J - NMCI from PSFA**

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

Jonathan Chamblin, Director



Martica Casias, Deputy Director

1312 Baschart Road, SE, Suite 200  
Albuquerque, NM 87106  
(505) 843-6272 (Phone); (505) 843-9681 (Fax)  
Website: [www.nmpsfa.org](http://www.nmpsfa.org)

February 25, 2020  
J. Paul Taylor Academy  
402 West Court Avenue  
Building #2  
Las Cruces, New Mexico 88005

**RE: wNMCI and Educational Occupancy for J. Paul Taylor Academy  
VIA E-MAIL**

Ms. Takacs,

Per your request, the Public School Facilities Authority is providing you with the facility's current weighted New Mexico Condition Index (wNMCI), pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978. The wNMCI represents the facility condition related to systems and adequate space for your students.

This letter is to confirm that the facility satisfies the requirements to meet or exceed the wNMCI. The wNMCI score for this facility is 2.35%, which is better than the current statewide average wNMCI of 21.15%. (Lower is better, with zero being perfect.)

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst  
Public School Facilities Authority

Cc; Martica Casias, Deputy Director





## **Part E—Description of the Charter School Facilities and Assurances\***

(A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 § NMSA 1978)

**\* All schools must provide a response for this section of the application.**

## E. Facility and Assurances

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 § NMSA 1978.

The school must provide a copy of the facility lease agreement in **APPENDIX D – Lease Agreement**.

The school must provide a narrative description of its facilities. The school should attach any facility plans or the school’s Facility Master Plan in **Appendix H –Facility Master Plan**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix I – E-Occupancy certificate and Appendix J – New Mexico Condition Index letter from PSFA**, indicating that the school facility meets the requirements of 1978 NMSA §22-8B-4.2(C)

If the charter school is relocating or expanding to accommodate more students, the school must also provide assurances that the facilities are in compliance with the requirements of 1978 NMSA §22-8B-4.2, – Additional Facility Assurance.

### ***School response:***

The JPTA facility is modern and in compliance with all known requirements of Section 22-8B-4.2 § NMSA 1978.

In 2016, J. Paul Taylor Academy moved into a school building provided by the local school district, Las Cruces Public Schools, from whom we lease the facility. The facility was built for JPTA and is a fantastic facility. Having led another charter school for 7 years that had been seeking an adequate facility for 10 years, the privilege of having adequate school facilities is significant. Funding to support good charter facilities remains a challenge that usurps money and time that significantly challenges many charter schools. We are grateful for this partnership with the local school district.