



## **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.

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

21936

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 F AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

402 W. COURT AVE. Las Cruces, NM 88005

BUILDING ADDRESS

Las Cruces Public Schools 505 S. Main St. Las Cruces, NM 88001

NAME AND ADDRESS OF OWNER

Gen Con Corporation N/A

NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S) PH34 IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

PH4 PH3 PH2 PH1 PH0 PH-1 PH-2 PH-3 PH-4 PH-5 PH-6 PH-7 PH-8 PH-9 PH-10 PH-11 PH-12 PH-13 PH-14 PH-15 PH-16 PH-17 PH-18 PH-19 PH-20 PH-21 PH-22 PH-23 PH-24 PH-25 PH-26 PH-27 PH-28 PH-29 PH-30 PH-31 PH-32 PH-33 PH-34 PH-35 PH-36 PH-37 PH-38 PH-39 PH-40 PH-41 PH-42 PH-43 PH-44 PH-45 PH-46 PH-47 PH-48 PH-49 PH-50 PH-51 PH-52 PH-53 PH-54 PH-55 PH-56 PH-57 PH-58 PH-59 PH-60 PH-61 PH-62 PH-63 PH-64 PH-65 PH-66 PH-67 PH-68 PH-69 PH-70 PH-71 PH-72 PH-73 PH-74 PH-75 PH-76 PH-77 PH-78 PH-79 PH-80 PH-81 PH-82 PH-83 PH-84 PH-85 PH-86 PH-87 PH-88 PH-89 PH-90 PH-91 PH-92 PH-93 PH-94 PH-95 PH-96 PH-97 PH-98 PH-99 PH-100 PH-101 PH-102 PH-103 PH-104 PH-105 PH-106 PH-107 PH-108 PH-109 PH-110 PH-111 PH-112 PH-113 PH-114 PH-115 PH-116 PH-117 PH-118 PH-119 PH-120 PH-121 PH-122 PH-123 PH-124 PH-125 PH-126 PH-127 PH-128 PH-129 PH-130 PH-131 PH-132 PH-133 PH-134 PH-135 PH-136 PH-137 PH-138 PH-139 PH-140 PH-141 PH-142 PH-143 PH-144 PH-145 PH-146 PH-147 PH-148 PH-149 PH-150 PH-151 PH-152 PH-153 PH-154 PH-155 PH-156 PH-157 PH-158 PH-159 PH-160 PH-161 PH-162 PH-163 PH-164 PH-165 PH-166 PH-167 PH-168 PH-169 PH-170 PH-171 PH-172 PH-173 PH-174 PH-175 PH-176 PH-177 PH-178 PH-179 PH-180 PH-181 PH-182 PH-183 PH-184 PH-185 PH-186 PH-187 PH-188 PH-189 PH-190 PH-191 PH-192 PH-193 PH-194 PH-195 PH-196 PH-197 PH-198 PH-199 PH-200 PH-201 PH-202 PH-203 PH-204 PH-205 PH-206 PH-207 PH-208 PH-209 PH-210 PH-211 PH-212 PH-213 PH-214 PH-215 PH-216 PH-217 PH-218 PH-219 PH-220 PH-221 PH-222 PH-223 PH-224 PH-225 PH-226 PH-227 PH-228 PH-229 PH-230 PH-231 PH-232 PH-233 PH-234 PH-235 PH-236 PH-237 PH-238 PH-239 PH-240 PH-241 PH-242 PH-243 PH-244 PH-245 PH-246 PH-247 PH-248 PH-249 PH-250 PH-251 PH-252 PH-253 PH-254 PH-255 PH-256 PH-257 PH-258 PH-259 PH-260 PH-261 PH-262 PH-263 PH-264 PH-265 PH-266 PH-267 PH-268 PH-269 PH-270 PH-271 PH-272 PH-273 PH-274 PH-275 PH-276 PH-277 PH-278 PH-279 PH-280 PH-281 PH-282 PH-283 PH-284 PH-285 PH-286 PH-287 PH-288 PH-289 PH-290 PH-291 PH-292 PH-293 PH-294 PH-295 PH-296 PH-297 PH-298 PH-299 PH-300 PH-301 PH-302 PH-303 PH-304 PH-305 PH-306 PH-307 PH-308 PH-309 PH-310 PH-311 PH-312 PH-313 PH-314 PH-315 PH-316 PH-317 PH-318 PH-319 PH-320 PH-321 PH-322 PH-323 PH-324 PH-325 PH-326 PH-327 PH-328 PH-329 PH-330 PH-331 PH-332 PH-333 PH-334 PH-335 PH-336 PH-337 PH-338 PH-339 PH-340 PH-341 PH-342 PH-343 PH-344 PH-345 PH-346 PH-347 PH-348 PH-349 PH-350 PH-351 PH-352 PH-353 PH-354 PH-355 PH-356 PH-357 PH-358 PH-359 PH-360 PH-361 PH-362 PH-363 PH-364 PH-365 PH-366 PH-367 PH-368 PH-369 PH-370 PH-371 PH-372 PH-373 PH-374 PH-375 PH-376 PH-377 PH-378 PH-379 PH-380 PH-381 PH-382 PH-383 PH-384 PH-385 PH-386 PH-387 PH-388 PH-389 PH-390 PH-391 PH-392 PH-393 PH-394 PH-395 PH-396 PH-397 PH-398 PH-399 PH-400 PH-401 PH-402 PH-403 PH-404 PH-405 PH-406 PH-407 PH-408 PH-409 PH-410 PH-411 PH-412 PH-413 PH-414 PH-415 PH-416 PH-417 PH-418 PH-419 PH-420 PH-421 PH-422 PH-423 PH-424 PH-425 PH-426 PH-427 PH-428 PH-429 PH-430 PH-431 PH-432 PH-433 PH-434 PH-435 PH-436 PH-437 PH-438 PH-439 PH-440 PH-441 PH-442 PH-443 PH-444 PH-445 PH-446 PH-447 PH-448 PH-449 PH-450 PH-451 PH-452 PH-453 PH-454 PH-455 PH-456 PH-457 PH-458 PH-459 PH-460 PH-461 PH-462 PH-463 PH-464 PH-465 PH-466 PH-467 PH-468 PH-469 PH-470 PH-471 PH-472 PH-473 PH-474 PH-475 PH-476 PH-477 PH-478 PH-479 PH-480 PH-481 PH-482 PH-483 PH-484 PH-485 PH-486 PH-487 PH-488 PH-489 PH-490 PH-491 PH-492 PH-493 PH-494 PH-495 PH-496 PH-497 PH-498 PH-499 PH-500 PH-501 PH-502 PH-503 PH-504 PH-505 PH-506 PH-507 PH-508 PH-509 PH-510 PH-511 PH-512 PH-513 PH-514 PH-515 PH-516 PH-517 PH-518 PH-519 PH-520 PH-521 PH-522 PH-523 PH-524 PH-525 PH-526 PH-527 PH-528 PH-529 PH-530 PH-531 PH-532 PH-533 PH-534 PH-535 PH-536 PH-537 PH-538 PH-539 PH-540 PH-541 PH-542 PH-543 PH-544 PH-545 PH-546 PH-547 PH-548 PH-549 PH-550 PH-551 PH-552 PH-553 PH-554 PH-555 PH-556 PH-557 PH-558 PH-559 PH-560 PH-561 PH-562 PH-563 PH-564 PH-565 PH-566 PH-567 PH-568 PH-569 PH-570 PH-571 PH-572 PH-573 PH-574 PH-575 PH-576 PH-577 PH-578 PH-579 PH-580 PH-581 PH-582 PH-583 PH-584 PH-585 PH-586 PH-587 PH-588 PH-589 PH-590 PH-591 PH-592 PH-593 PH-594 PH-595 PH-596 PH-597 PH-598 PH-599 PH-600 PH-601 PH-602 PH-603 PH-604 PH-605 PH-606 PH-607 PH-608 PH-609 PH-610 PH-611 PH-612 PH-613 PH-614 PH-615 PH-616 PH-617 PH-618 PH-619 PH-620 PH-621 PH-622 PH-623 PH-624 PH-625 PH-626 PH-627 PH-628 PH-629 PH-630 PH-631 PH-632 PH-633 PH-634 PH-635 PH-636 PH-637 PH-638 PH-639 PH-640 PH-641 PH-642 PH-643 PH-644 PH-645 PH-646 PH-647 PH-648 PH-649 PH-650 PH-651 PH-652 PH-653 PH-654 PH-655 PH-656 PH-657 PH-658 PH-659 PH-660 PH-661 PH-662 PH-663 PH-664 PH-665 PH-666 PH-667 PH-668 PH-669 PH-670 PH-671 PH-672 PH-673 PH-674 PH-675 PH-676 PH-677 PH-678 PH-679 PH-680 PH-681 PH-682 PH-683 PH-684 PH-685 PH-686 PH-687 PH-688 PH-689 PH-690 PH-691 PH-692 PH-693 PH-694 PH-695 PH-696 PH-697 PH-698 PH-699 PH-700 PH-701 PH-702 PH-703 PH-704 PH-705 PH-706 PH-707 PH-708 PH-709 PH-710 PH-711 PH-712 PH-713 PH-714 PH-715 PH-716 PH-717 PH-718 PH-719 PH-720 PH-721 PH-722 PH-723 PH-724 PH-725 PH-726 PH-727 PH-728 PH-729 PH-730 PH-731 PH-732 PH-733 PH-734 PH-735 PH-736 PH-737 PH-738 PH-739 PH-740 PH-741 PH-742 PH-743 PH-744 PH-745 PH-746 PH-747 PH-748 PH-749 PH-750 PH-751 PH-752 PH-753 PH-754 PH-755 PH-756 PH-757 PH-758 PH-759 PH-760 PH-761 PH-762 PH-763 PH-764 PH-765 PH-766 PH-767 PH-768 PH-769 PH-770 PH-771 PH-772 PH-773 PH-774 PH-775 PH-776 PH-777 PH-778 PH-779 PH-780 PH-781 PH-782 PH-783 PH-784 PH-785 PH-786 PH-787 PH-788 PH-789 PH-790 PH-791 PH-792 PH-793 PH-794 PH-795 PH-796 PH-797 PH-798 PH-799 PH-800 PH-801 PH-802 PH-803 PH-804 PH-805 PH-806 PH-807 PH-808 PH-809 PH-810 PH-811 PH-812 PH-813 PH-814 PH-815 PH-816 PH-817 PH-818 PH-819 PH-820 PH-821 PH-822 PH-823 PH-824 PH-825 PH-826 PH-827 PH-828 PH-829 PH-830 PH-831 PH-832 PH-833 PH-834 PH-835 PH-836 PH-837 PH-838 PH-839 PH-840 PH-841 PH-842 PH-843 PH-844 PH-845 PH-846 PH-847 PH-848 PH-849 PH-850 PH-851 PH-852 PH-853 PH-854 PH-855 PH-856 PH-857 PH-858 PH-859 PH-860 PH-861 PH-862 PH-863 PH-864 PH-865 PH-866 PH-867 PH-868 PH-869 PH-870 PH-871 PH-872 PH-873 PH-874 PH-875 PH-876 PH-877 PH-878 PH-879 PH-880 PH-881 PH-882 PH-883 PH-884 PH-885 PH-886 PH-887 PH-888 PH-889 PH-890 PH-891 PH-892 PH-893 PH-894 PH-895 PH-896 PH-897 PH-898 PH-899 PH-900 PH-901 PH-902 PH-903 PH-904 PH-905 PH-906 PH-907 PH-908 PH-909 PH-910 PH-911 PH-912 PH-913 PH-914 PH-915 PH-916 PH-917 PH-918 PH-919 PH-920 PH-921 PH-922 PH-923 PH-924 PH-925 PH-926 PH-927 PH-928 PH-929 PH-930 PH-931 PH-932 PH-933 PH-934 PH-935 PH-936 PH-937 PH-938 PH-939 PH-940 PH-941 PH-942 PH-943 PH-944 PH-945 PH-946 PH-947 PH-948 PH-949 PH-950 PH-951 PH-952 PH-953 PH-954 PH-955 PH-956 PH-957 PH-958 PH-959 PH-960 PH-961 PH-962 PH-963 PH-964 PH-965 PH-966 PH-967 PH-968 PH-969 PH-970 PH-971 PH-972 PH-973 PH-974 PH-975 PH-976 PH-977 PH-978 PH-979 PH-980 PH-981 PH-982 PH-983 PH-984 PH-985 PH-986 PH-987 PH-988 PH-989 PH-990 PH-991 PH-992 PH-993 PH-994 PH-995 PH-996 PH-997 PH-998 PH-999 PH-1000 PH-1001 PH-1002 PH-1003 PH-1004 PH-1005 PH-1006 PH-1007 PH-1008 PH-1009 PH-1010 PH-1011 PH-1012 PH-1013 PH-1014 PH-1015 PH-1016 PH-1017 PH-1018 PH-1019 PH-1020 PH-1021 PH-1022 PH-1023 PH-1024 PH-1025 PH-1026 PH-1027 PH-1028 PH-1029 PH-1030 PH-1031 PH-1032 PH-1033 PH-1034 PH-1035 PH-1036 PH-1037 PH-1038 PH-1039 PH-1040 PH-1041 PH-1042 PH-1043 PH-1044 PH-1045 PH-1046 PH-1047 PH-1048 PH-1049 PH-1050 PH-1051 PH-1052 PH-1053 PH-1054 PH-1055 PH-1056 PH-1057 PH-1058 PH-1059 PH-1060 PH-1061 PH-1062 PH-1063 PH-1064 PH-1065 PH-1066

# Las Cruces Public Schools FMP 2018

## Facility Summary: 502 · ALMA D ARTE (CHARTER LEASE)

402 W Court Ave, Las Cruces, NM 88005

Evaluation Date: 2019-05-08

Evaluator: AR

**Evaluation Status:** Evaluated

### Location Data

Site Data			
Site acres:	2.26	No/type of parking spaces:	16
ADA parking spaces:	0	Other parking spaces:	0
Building Data			
Permanent building area:	53654 GSF	Number of floors:	1
Modular building area:	0 GSF	Modular buildings:	0.0% of GSF
Construction Dates			
Year Built:	1940	Building age:	79
Initial Construction Date:	1940	Renovation/Addition 1:	?
Renovation/Addition 2:	?	Renovation/Addition 3:	?

### Assessment Score for ALMA D ARTE (CHARTER LEASE)

Scoring Category	Possible Points	Actual	Earned	Percent Score (E/A)
The Site	221	199.0	150.0	75.4%
Physical Plant Assessment	349	354.0	290.5	82.1%
Adequacy and Environment	389	0.0	0.0	0.0%
Total	959	553.0	440.5	79.7%

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

## Notes from Evaluation Meeting and Questionnaire

- The school reports that the wood flooring in the multipurpose room will be refinished in the summer of 2019.
- The school has a basement, but the spaces are unusable.

### Site Assessment



Alma de'Art Charter School sits within a residential neighborhood in central Las Cruces, New Mexico. N. Raymond Street forms the west boundary of the site, W. Court Avenue forms the south boundary, N. Armijo Street forms the east border, and J. Paul Taylor Academy sits to the north. Pioneer Women's Park lies to the southwest of the campus, and the school uses it regularly.

#### 1. Access

Pedestrian sidewalks line the majority of the site, although they are worn. The areas between the shared parking lot and the building on the western side of the site, and on the eastern side of the science building, on the east side of the site, are not paved and have sand and gravel surfaces.

The school shares a parking lot with the adjacent J. Paul Taylor Academy. However, the school reports that few parking spaces remain for Alma d'Arte staff or students, and the majority of vehicles park along the neighborhood streets.

#### 2. Site Development

The front of the school, along W. Court Avenue, is nicely landscaped with grass and shade trees. The areas around the rest of the school lack landscaping and thoughtful development. The areas that are not paved have dirt and gravel surfaces. Old building materials, tree trunks, and discarded items lie haphazardly in the vacant areas. The central courtyard between buildings is undeveloped and has a bare gravel surface with one lovely flowering tree. Old, worn and deteriorating rock and concrete walls line portions of the site. Old concrete trenches also line parts of the site, creating barriers for pedestrians. One of the concrete trench walls is broken, with exposed rebar, on the east side of the site.

The concrete sidewalks around the site are in fair condition.

Old residential patio furniture sits in the courtyard and is in poor condition.

The dumpsters are not enclosed.

#### 3. Recreation Athletics

The school does not have recreation areas. The school uses the neighborhood park for outdoor and recreation activities.

#### 4. Safety / Security

Chain link fencing partially encloses site. Fencing encloses the eastern half of the school, restricting access to the courtyard and portions of the rear of the school.

Street lights provide ambient light along the perimeter of the site. Wall-mounted fixtures provide lighting along the edge of the buildings.

Electrical power is above ground. All other utilities are below ground.

#### 5. Accessibility Attributes

No directional signage is posted to indicate where the main entrance or other accessible entry points are, at any of the buildings.

Two ADA parking signs stand on W. Court Avenue, for parallel parking. The sidewalk has a smooth transition. The footpath and asphalt are not correctly striped.

#### Main Building:

The steps at the front of the building do not have railings. The ramp at the front of the school has railings; however, the railings are short.

The stairs at the northern exit point, near all of the culinary arts classrooms, are not ADA compliant. An immediate step takes place at the doorway, without a landing. The railing at the stairs is not correct, and no railing stands provided at the lower set of stairs. The loading dock next to the stairs is not an adequate or compliant pedestrian ramp.

The railings at the ramp and stair on the west side of the main hall, at the southeastern corner of the parking lot, do not have proper extensions at all the required railings. The stairway only has one railing.

The ramp on the north side of the multipurpose room has only one handrail.

One of the handrails at the eastern exit on the south side of the building is bent and bows outward.

#### Technology Building:

The pavement leading directly up to the doorway at the main entrance has a slope exceeding eight percent, without a level landing.

## Building Assessment



Alma d'Arte Charter School consists of four buildings. The Main Building is the oldest and largest; constructed in 1940 by the WPA, the two-story L-shaped building contains the administration, multipurpose room, music and art classrooms, culinary arts classrooms, and all of the general education classrooms. The Technology Building sits to the east of the Main Building and contains several computer labs, classrooms, and support spaces. The smaller Science Building sits to the north of the Technology Building and east of the Main Building and contains two science laboratories and a prep room. The small two-story building on the northwest side of the Main Building contains restrooms and an elevator, providing access to the Main Building's art classrooms and spaces on the upper floor. Two portables sit on the site.

### 1. Exterior

The exteriors of the three older buildings show sign of wear and deterioration.

The Main Building's exterior walls have plaster in fair to poor condition. Hairline and more significant cracks spread over most of the surfaces. Portions of the plaster are missing, particularly around the windows and along the base of the walls. Paint is delaminating from the western and eastern surfaces, particularly along the courtyard. The plaster is damaged or missing around many of the windows, exposing the wood substructures and allowing water penetration to occur. Some of the exterior doors and windows are new; however, most of the fenestrations are in old, deteriorating, and poor condition. The paint has worn off many of the wood frames and wood doors, making the material vulnerable to wear and sun damage. The steel doors at the rear of the school are faded and rusted. The overhang over the western exit, near the southeastern corner of the parking lot, is damaged and in poor condition. The soffit panels are removed or deteriorating, exposing the water damaged wood joists above.

The Technology Building has painted plaster over concrete masonry unit (CMU) walls. The paint is delaminating on the eastern and northern sides of the building, and step cracking is evident at several locations. Many of the former windows are sealed and plastered over. The windows are single glazed in aluminum frames, with dried and cracked caulk. The TPO roof is in good condition.

The Science Building has plastered exterior walls, to match the Main Building, in poor condition. Paint is delaminating, and cracks radiate from the fenestrations. Many former windows have been sealed and plastered over. Remaining windows are in fair condition. The TPO roof is in good condition.

The newer Elevator Building has stuccoed exterior walls, in good condition. The exterior doors are hollow metal in steel frames. The windows are double glazed units in steel frames.

### 2. Interior

#### Main Building:

Most of the Main Building's interior spaces have been renovated and refurbished, and are in good to fair condition. The corridors have vinyl composition tile (VCT) flooring and painted plaster ceilings and walls. The upper floor has a suspended ceiling grid, supporting light fixtures, but no acoustic ceiling tiles. The art wing's concrete stairs and floors are unfinished. The second-floor corridor and classroom

spaces have unfinished ceilings, with exposed insulation. Rooms 119 and 118, two of the culinary arts rooms, have unfinished concrete floors. The multipurpose room is a sizeable open room with a large stage. The room serves as a dining hall for lunch, as well as an event space. It has wood floors, with stained and worn carpeting over portions of the flooring. Most of the classrooms have carpet, VCT, or original wood floors, all in good condition. The classrooms on the lower level have suspended acoustic ceiling tiles, and the upper floor classrooms have plastered ceilings and exposed ductwork.

The building has a large, empty, and uninhabitable basement, which provides access to many of the mechanical and plumbing systems. The basement finishes are in poor condition. The spaces are not ADA-compliant.

The restrooms have ceramic tile floors and walls. The boys' restroom on the upper level does not have urinal partitions.

#### Technology Building:

The interior finishes in the Technology Building are in fair condition. The VCT in the corridor is new. The VCT flooring in the support spaces is worn and in poor condition. Classrooms and offices have carpeted flooring, that is worn, stained, and in poor condition. The acoustic ceiling tile system is in good to fair condition. The interior side of the exterior walls and the corridor walls have painted CMU. All other walls have painted gypsum board.

The restrooms have been modified to allow for ADA clearances, resulting in large single-stall restrooms. The rooms have VCT flooring. The walls are in the process of being artistically painted.

#### Science Building:

The interior of the Science Building was recently renovated and is in good condition. The floors are VCT. The ceiling is a suspended acoustic ceiling tile system. The walls have painted gypsum board. Science cabinetry, with chemical resilient countertops, line the science lab walls.

The building does not have a restroom. A restroom addition is not possible due to site constraints.

#### Elevator Building:

The interior of the small Elevator Building is in good condition. The floors throughout the corridors and restrooms are ceramic tile. The restrooms have tile wainscot. Interior walls have painted gypsum board.

### 3. Systems

The buildings are all heated and cooled via rooftop-mounted package systems, that are all daily new and in good condition. Abandoned water heaters, boilers, and equipment remain in the basement. The restrooms on the upper floor of the Main Building do not have HVAC installed.

Much of the plumbing system is old and nearing the end of its functional life span. The hot water reportedly runs grey in color. The restroom near the eastern exit serves as a custodial closet, with supplies and equipment surrounding the plumbing fixtures.

The electrical system does not have sufficient capacity. The Main Building's downstairs spaces reportedly require additional outlets, especially the culinary arts classrooms. Parts of the lighting system are new, but old and inefficient fixtures remain.

### 4. Safety / Security

Not all classrooms have intercoms. Some classrooms do not have telephones.

The main building is fire sprinklered. The Technology and Science Buildings have no fire sprinklers.

#### 5. Portables

Two portables sit on the shared site. Reportedly, both portables belong to Alma d'Arte, but the school allows the neighboring J. Paul Taylor Academy to use the western portable (P13) for storage purposes. The eastern portable is not currently used as a classroom space, although the school is considering using both portables as future classroom space.

Both portables are old, worn, and in poor condition. Both portables have worn carpeted flooring, painted wood panel walls, and perforated metal ceiling panels. The windows and doors are also in poor condition.

No ADA pathway leads to any of the portable access points. Portable 13 has two wood stairway, eight of which are ADA-complaint, and no ramp access. The eastern portable has ramp access along the northern edge of the portable, with only one handrail. All of the doorways have doorknob hardware, and no ADA signage.

#### 6. ADA and Code Compliance

The Main Building has tactile and Braille signage posted at most doorways, but many are not signed. The Technology Building has no tactile or Braille signage. The Science Building has signage installed at the storage and prep rooms, but not at the classroom entry doors or exits.

Door hardware is lever-style hardware throughout the facility.

The fire extinguisher near the Main Building's northern exit and the standing drinking fountain in the Technology Building protrude into the paths of travel.

The science lab in room 110 of the Main Building, does not have an ADA station. The renovated labs in the Science Building do have ADA-compliant stations.

The restrooms are ADA-compliant, with only a few minor problems. The boys' multi-stall restroom on the lower floor has a toilet that is too tall, too far from the partition wall and the flush control on the wrong side. The rear grab bar in the lower floor girls' multi-stall restroom is too short. Most of the restrooms do not have vertical grab bars. The soap and paper towel dispensers in the upper floor girls' restroom hang too high.

## Adequacy and Environment



Alma de' Arte Charter School serves 9th through 12th grade students, and focuses on visual, performing, literary, media, and culinary arts education.

## Building Additions/Issues

### *1. Main Building*

Constructed: 1940

Square Feet: GSF

Foundation/Slab/Structure: Basement - slab-on-grade

Roof: TPO

Exterior Walls: Plaster

HVAC: RTU package system

Fire Protection: Sprinklered

### *2. Technology Building*

Constructed: ?

Square Feet: GSF

Foundation/Slab/Structure: Slab on grade

Roof: TPO

Exterior Walls: Plaster

HVAC: RTU package system

Fire Protection: Not sprinklered

### *3. Science Building*

Constructed: ?

Square Feet: GSF

Foundation/Slab/Structure: Slab on grade

Roof: TPO

Exterior Walls: Plaster

HVAC: RTU package system

Fire Protection: Not sprinklered

### *4. Elevator Building*

Constructed: 2015

Square Feet: GSF

Foundation/Slab/Structure: Slab on grade

Roof: TPO

Exterior Walls: Stucco

Fire Protection: Not sprinklered

### Site Plan



### Review Participants

Holly Schullo, Principal

Tony Mirabal, Custodian

Alyce Ramos, ARC Facility Evaluator

Las Cruces Public Schools FMP 2018  
502 · ALMA D ARTE (CHARTER LEASE)  
CIP Project Summaries

Project No.	Code	Project Name	MACC	Project Budget
502.2001	4.06.B01.5.	Site Upgrades	\$124,457	\$158,682
502.2002	4.06.B01.5.	Courtyard Improvements	\$183,750	\$234,281
502.2003	3.06.A03.1.2.	ADA-Compliance: Exterior Ramps and Stairs	\$72,075	\$91,895
502.2004	3.06.A03.1.5.	ADA-Compliance: Site	\$1,733	\$2,210
502.2005	4.05.C02.5.	Main Building - Exterior Improvements	\$96,336	\$129,090
502.2006	4.05.C03.5.	Main Building - Exterior Doors and Windows	\$734,623	\$984,395
502.2007	4.05.C01.5.	Technology Building - Exterior Upgrades	\$62,649	\$83,950
502.2008	4.05.C01.5.	Science Building - Exterior Upgrades	\$10,090	\$13,521
502.2009	4.05.E01.5.	Interior Improvements	\$55,083	\$73,811
502.2010	4.05.E02.5.	Technology Building - Interior Upgrades	\$24,725	\$33,131
502.2011	4.04.E11.5.	Technology Building - Restrooms	\$48,000	\$64,320
502.2012	4.05.D03.5.	HVAC Improvements	\$9,014	\$12,078
502.2013	4.08.D05.5.	Plumbing Upgrade	\$267,898	\$341,570
502.2014	4.08.D04.5.	Electrical Upgrade	\$190,808	\$243,280
502.2015	4.03.B01.5.	Portable Removal	\$17,213	\$21,947
502.2016	3.00.A03.5.	Alternate Solution: ADA Compliance: Portables	\$0	\$0
502.2017	3.05.A03.3.2.	ADA Compliance: Signage	\$4,290	\$5,748
502.2018	3.05.A03.3.2.	ADA Compliance: Protruding Objects	\$585	\$784
502.2019	3.05.A03.3.2.	ADA Compliance: Science Lab	\$1,226	\$1,643
502.2020	3.05.A03.2.2.	ADA Compliance: Restrooms	\$2,467	\$3,306
Total of Project Budgets				\$2,499,644

## Project 502.2001 · Site Upgrades

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502

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



### Project Description

With the exception of the front of the school, which is nicely landscaped, the remainder of the site lacks landscaping and thoughtful development. The sidewalks on the eastern and western sides of the site abruptly end, leaving dirt and gravel pathways. The areas around the site that are not paved have uneven dirt and gravel surfaces. Old building materials, tree trunks, and discarded items are haphazardly placed in the vacant areas. Old, worn and deteriorating rock and concrete walls line portions of the site. Old concrete diversion channels also line portions of the site, creating barriers for pedestrians. One of the concrete trench walls is broken with exposed rebar on the east side of the site. The dumpsters are not enclosed.

Develop the side and rear areas of the site. Remove old rock and concrete walls and diversion channels. Continue the sidewalks on the west and east sides of the site. Pave or landscape bare areas. Remove all unnecessary items. Construct dumpster enclosures.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Demo rock/concrete	1.1116	2,000.0	SF	1.00	\$7.42	\$14,840
2	Pave sidewalks	1.1119	700.0	SF	1.00	\$6.97	\$4,879
3	Develop bare areas	1.2111	5,700.0	SF	0.75	\$24.50	\$104,738
Maximum Allowable Construction Cost							\$124,457
<b>Total Project Cost</b>							<b>\$158,682</b>

## Project 502.2002 · Courtyard Improvements

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 4. **Type 1:** 06. **Type 2:** B01. **P/Class:** 5.



### *Project Description*

The central courtyard between the school buildings is not developed and has a bare gravel surface with one nice flowering tree. Old residential patio furniture sits within the courtyard.

Develop the courtyard to create a nice outdoor learning and gathering space. Pave hard surfaces and install xeric landscaping. Install shade structures and patio furniture.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Develop courtyard	1.2111	5,000.0	SF	1.50	\$24.50	\$183,750
Maximum Allowable Construction Cost							\$183,750
<b>Total Project Cost</b>							<b>\$234,281</b>

## Project 502.2014 · Electrical Upgrade

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 4. **Type 1:** 08. **Type 2:** D04. **P/Class:** 5.



### Project Description

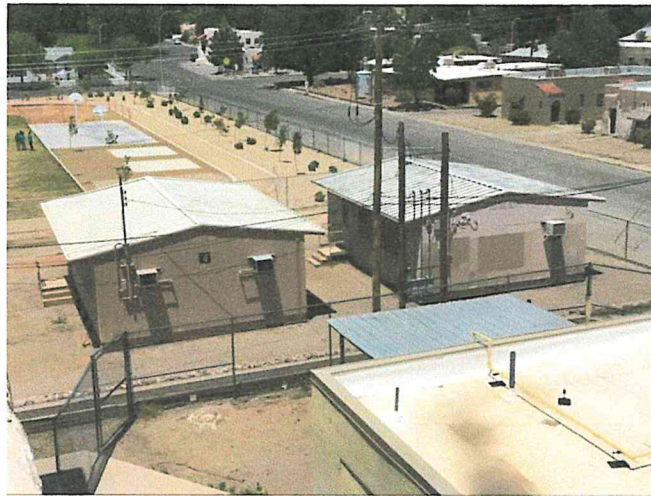
Electrical power is above ground. The electrical system does not have sufficient capacity. The Main Building's lower level spaces reportedly require additional outlets, especially the culinary arts classrooms. The lighting system was partially replaced, but old and inefficient fixtures remain.

Upgrade the electrical system. Install additional electrical outlets where needed. Upgrade lighting fixtures.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install outlets	2.3911	80.0	EA	1.00	\$130.10	\$10,408
2	Upgrade lighting	2.3918	20,000.0	SF	1.00	\$9.02	\$180,400
Maximum Allowable Construction Cost							\$190,808
Total Project Cost							\$243,280

## Project 502.2015 · Portable Removal

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 4. **Type 1:** 03. **Type 2:** B01. **P/Class:** 5.



### Project Description

Two portables sit on the shared site. Reportedly, both portables belong to Alma d'Arte, but the school allows the neighboring J. Paul Taylor Academy to use the western portable (P13) for storage purposes. The eastern portable is not used for classroom space, although the school is considering using both portables as future classroom space.

Both portables are old, worn and in poor condition. Both portables have worn carpeted flooring, painted wood panel walls, and perforated metal ceiling panels. The windows and doors are also in poor condition.

Demolish the portables.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Demo portables	2.1115	1,460.0	SF	1.00	\$11.79	\$17,213
Maximum Allowable Construction Cost							\$17,213
Total Project Cost							\$21,947

## Project 502.2016 · Alternate Solution: ADA Compliance: Portables

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 3. **Type 1:** 00. **Type 2:** A03. **P/Class:** 5.



### Project Description

No ADA pathway leads to any of the portable access points from the school buildings. Portable 13 has two wood stairways, both of which are ADA-complaint, and no ramp access. The eastern portable has stair access and ramp access along the northern edge of the portable, with only one handrail. All of the doorways have knob-style hardware and no ADA signage.

If the district chooses to keep the portables, pave an ADA pathway to each portable. Replace one portable stairway at each portable with compliant stairs. Install ramp access at portable 13. Install an additional handrail at eastern portable's ramp. Replace all knob-style hardware with lever door handles. Install tactile and Braille signage.

The estimated total project cost is \$38,749.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Pave pathway	1.1119	700.0	SF	0.00	\$6.97	\$0
2	Replace stairs	2.4214	6.0	EA	0.00	\$772.04	\$0
3	Install ramp	2.4213	1.0	EA	0.00	\$13,418.50	\$0
4	Install handrail	1.1212	20.0	LF	0.00	\$61.00	\$0
5	Replace door hardware	2.2116	4.0	EA	0.00	\$1,100.58	\$0
6	Install signage	2.3617	4.0	EA	0.00	\$91.27	\$0
Maximum Allowable Construction Cost							\$0
Total Project Cost							\$0

## Project 502.2017 · ADA Compliance: Signage

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 3. **Type 1:** 05. **Type 2:** A03.3. **P/Class:** 2.



### Project Description

The Main Building has tactile and Braille signage posted at most doorways, but many doors are not signed. The Technology Building has no tactile or Braille signage. The Science Building has signs at the storage and prep rooms, but not at the classroom entry doors or exits.

Install tactile and Braille signage where missing or incorrectly labeled in all buildings.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Main Building - install signage	2.3617	25.0	EA	1.00	\$91.27	\$2,282
2	Technology Building - install signage	2.3617	18.0	EA	1.00	\$91.27	\$1,643
3	Science Building	2.3617	4.0	EA	1.00	\$91.27	\$365
Maximum Allowable Construction Cost							\$4,290
Total Project Cost							\$5,748

## Project 502.2018 · ADA Compliance: Protruding Objects

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 3. **Type 1:** 05. **Type 2:** A03.3. **P/Class:** 2.



### Project Description

The fire extinguisher near the Main Building's northern exit and the standing drinking fountain in the Technology Building protrude into the paths of travel.

Relocate the fire extinguisher into the recessed portion of the corridor. Install sidewall protection at the drinking fountain in the Technology Building.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Relocate fire extinguisher	2.3713	1.0	EA	1.00	\$130.00	\$130
2	Install sidewall protection	2.3718	1.0	Ea.	1.00	\$455.33	\$455
Maximum Allowable Construction Cost							\$585
Total Project Cost							\$784

## Project 502.2019 · ADA Compliance: Science Lab

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502

**Category:** 3. **Type 1:** 05. **Type 2:** A03.3. **P/Class:** 2.



### Project Description

The science lab in room 110 of the Main Building, does not have an ADA station.

Modify one of the stations and sinks to meet ADA compliance.

Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1 Modify casework	2.3511	1.0	EA	1.50	\$817.61	\$1,226
Maximum Allowable Construction Cost						\$1,226
<b>Total Project Cost</b>						<b>\$1,643</b>

## Project 502.2020 · ADA Compliance: Restrooms

**Facility:** ALMA D ARTE (CHARTER LEASE) **IDNO:** 502  
**Category:** 3. **Type 1:** 05. **Type 2:** A03.2. **P/Class:** 2.



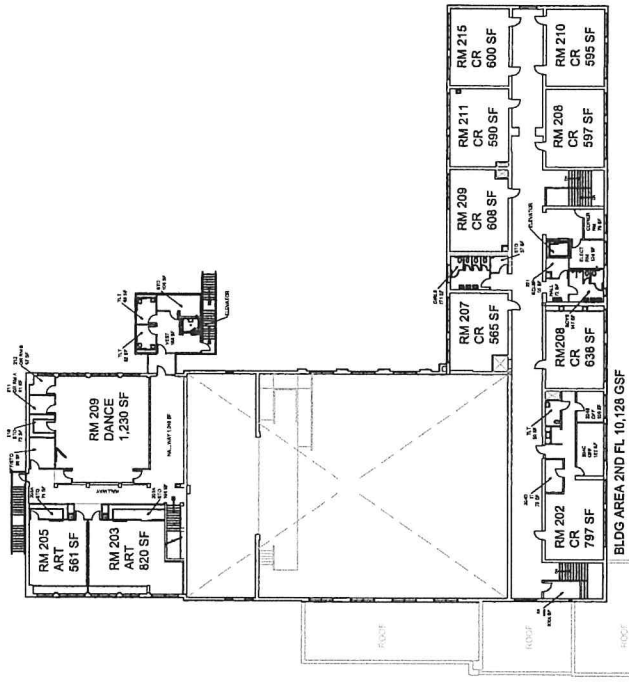
### Project Description

The boys' multi-stall restroom on the lower floor has a toilet that is too tall, too far from the partition wall, and the flush control on the wrong side. The rear grab bar in the lower floor girls' multi-stall restroom is too short. Most of the restrooms do not have vertical grab bars. The soap and paper towel dispensers in the upper floor girls' restroom are too high.

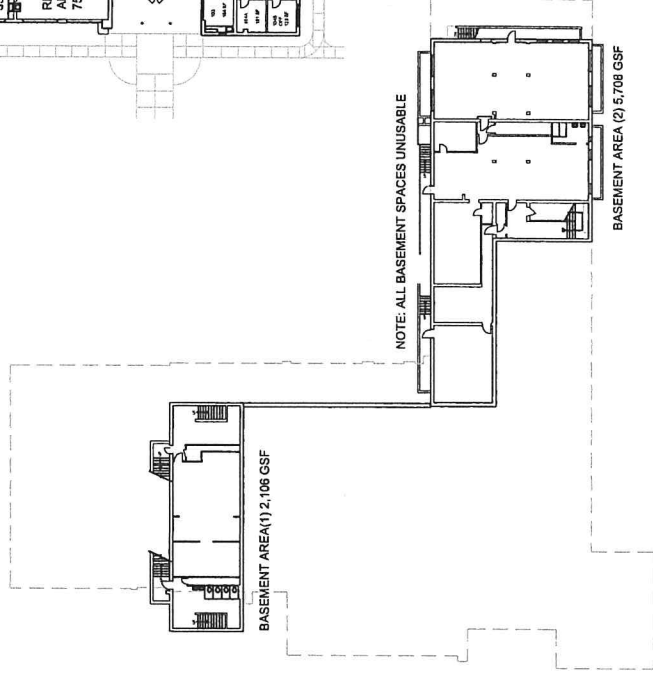
Relocate the partition in the boys' multi-stall restroom to no more than 18 inches from the toilet centerline. Replace the toilet to have a maximum height of 19 inches and the flush control on the open side. Replace the rear grab bar in the girls' lower flood restroom with a 36-inch bar. Install vertical grab bars in all restrooms, except the restrooms in the Elevator and Technology Buildings. Relocate the soap and paper towel dispensers in the 2nd-floor girl's restroom.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Relocate partition	2.3740	1.0	EA	2.00	\$243.13	\$486
2	Replace toilet	2.3744	1.0	EA	1.00	\$605.24	\$605
3	Replace rear grab bar / install vertical grab bars	2.3723	7.0	EA	1.00	\$159.37	\$1,116
4	Relocate accessories	2.3713	2.0	EA	1.00	\$130.00	\$260
Maximum Allowable Construction Cost							\$2,467
<b>Total Project Cost</b>							<b>\$3,306</b>

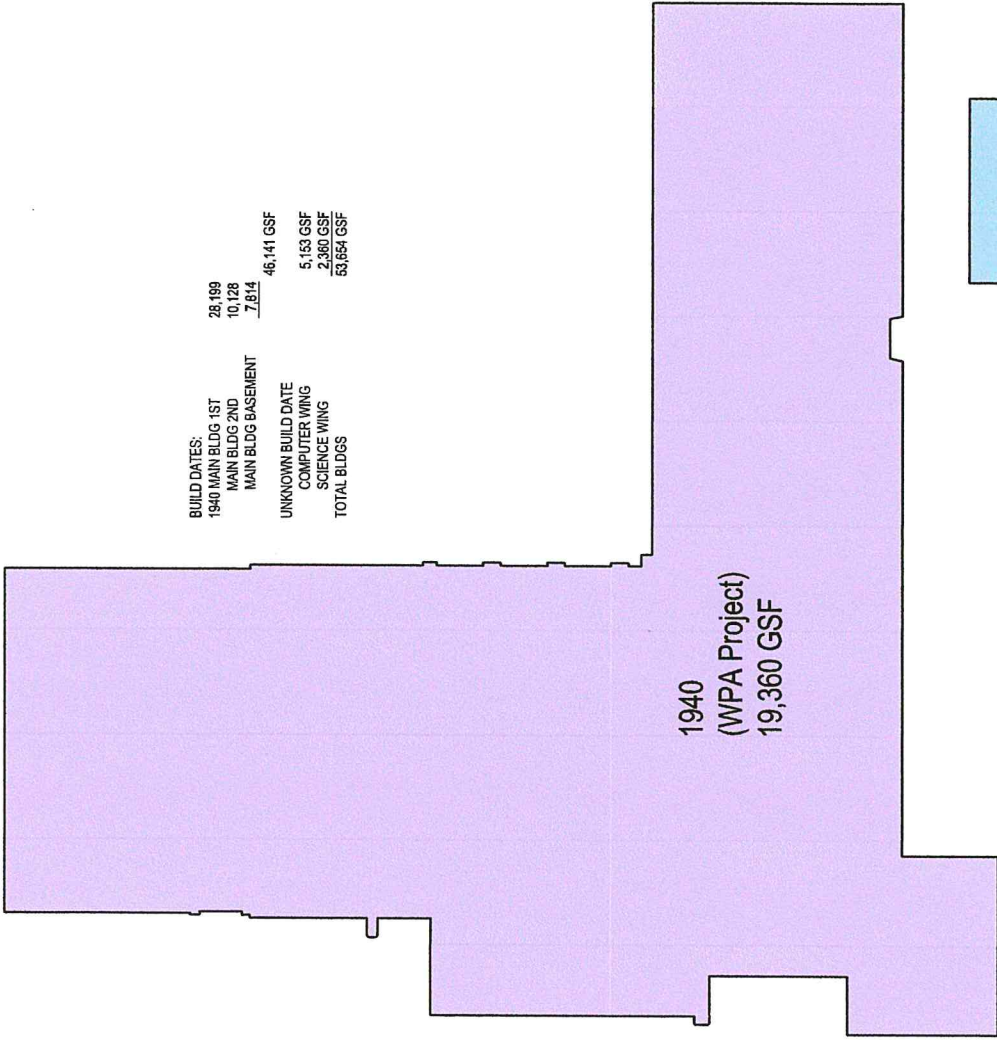




BUILDING AREA:  
 MAIN BLDG 1ST  
 MAIN BLDG 2ND  
 BASEMENT  
 28,199  
 10,128  
 7,814  
 46,141 GSF  
 53,654 GSF  
 2,370 GSF  
 53,654 GSF  
 COMPUTER WING  
 SCIENCE WING  
 TOTAL PERM BLDG



Las Cruces Public Schools  
 ALMA D'ARTE CHARTER  
 2018-19 SY  
 53,654 GSF Permanent  
 For Planning Purposes Only



BUILD DATES:	
1940 MAIN BLDG 1ST	28,199
MAIN BLDG 2ND	10,128
MAIN BLDG BASEMENT	<u>7,814</u>
	46,141 GSF
UNKNOWN BUILD DATE	
COMPUTER WING	5,153 GSF
SCIENCE WING	<u>2,370 GSF</u>
TOTAL BLDGS	53,664 GSF

UNKNOWN  
BUILD DATE  
2,370 GSF

UNKNOWN BUILD DATE  
5,153 GSF

**RE: FMP**

2 messages

**John Valdez** <[jvaldez@nmpsfa.org](mailto:jvaldez@nmpsfa.org)>

Mon, Oct 5, 2020 at 3:29 PM

To: "kmartinez@almadarte.org" <[kmartinez@almadarte.org](mailto:kmartinez@almadarte.org)>Cc: Martica Casias <[mcasias@nmpsfa.org](mailto:mcasias@nmpsfa.org)>, Alyce Ramos <[aramos@nmpsfa.org](mailto:aramos@nmpsfa.org)>

Hello Ms. Martinez,

Alma D'Arte's Facilities Master Plan is dated 2013-2018 and expired, however, at about the same time of its expiration, we understand the school moved into a Las Cruces Public School building. The LCPS was working on its own master plan at the time and included this building in the FMP in terms of capital and systems needs. At this time, we considered Alma compliant with the master plan requirement since it was located in this building. From speaking to the district's master plan consultant, if the state authorized charter school located in a district building wants to build space or improvements not already programmed by the district FMP, it will need to have its own master plan and plan for additions or improvements with its own funding. So you are eligible to apply for master plan funding in that situation. Let me know if this makes sense and I will be happy to discuss it with you further.

John Valdez

(505) 659-2516

**From:** Kayla Martinez <[kmartinez@almadarte.org](mailto:kmartinez@almadarte.org)>

**Sent:** Monday, October 5, 2020 2:33 PM

**To:** Toni Lozano <[tlozano@nmpsfa.org](mailto:tlozano@nmpsfa.org)>

**Subject:** Re: Attachments to the FMP Grant Assistance Program

Hi Toni,

I am the new Director here at Alma d'arte Charter High School this year and after receiving your email, I went looking for our FMP to see when it was last done. They have had some records issues here in the past, so the last one I found for us is back in 2012. Would you know (or can direct me to who would know) if that is the last one we have done. I would like to apply for the grant if we need to have a FMP completed. Any help would be greatly appreciated.

Thank you,

***Kayla Martinez***

Director/Chief Academic Officer

Alma d'Arte Charter High School

(575) 541-0145

**John M. Valdez, AICP | Facilities Master Planner**

New Mexico Public School Facilities Authority

1312 Basehart Drive SE

Albuquerque, NM 87106

Phone: (505) 843-6272 (Main) | (505) 468-0289 (Direct)

web: [www.nmpsfa.org](http://www.nmpsfa.org)



**From:** Toni Lozano <[tlozano@nmpsfa.org](mailto:tlozano@nmpsfa.org)>

**Sent:** Monday, October 5, 2020 3:16 PM

**To:** John Valdez <[jvaldez@nmpsfa.org](mailto:jvaldez@nmpsfa.org)>

**Subject:** FMP

Hi John,

I have forwarded the email below to you since it is a FMP question.

Toni Lozano

Administrative Assistant

NM Public School Facilities Authority

1312 Basehart, SE, Ste. 200

Albuquerque, NM 87106

Email: [tlozano@nmpsfa.org](mailto:tlozano@nmpsfa.org)

Direct: 505-603-2335

**From:** Kayla Martinez <[kmartinez@almadarte.org](mailto:kmartinez@almadarte.org)>  
**Sent:** Monday, October 5, 2020 2:33 PM  
**To:** Toni Lozano <[tlozano@nmppsfa.org](mailto:tlozano@nmppsfa.org)>  
**Subject:** Re: Attachments to the FMP Grant Assistance Program

Hi Toni,

I am the new Director here at Alma d'arte Charter High School this year and after receiving your email, I went looking for our FMP to see when it was last done. They have had some records issues here in the past, so the last one I found for us is back in 2012. Would you know (or can direct me to who would know) if that is the last one we have done. I would like to apply for the grant if we need to have a FMP completed. Any help would be greatly appreciated.

Thank you,

***Kayla Martinez***

Director/Chief Academic Officer

Alma d'Arte Charter High School

(575) 541-0145

---

**Kayla Martinez** <[kmartinez@almadarte.org](mailto:kmartinez@almadarte.org)>  
To: John Valdez <[jvaldez@nmppsfa.org](mailto:jvaldez@nmppsfa.org)>  
Cc: Martica Casias <[mcasias@nmppsfa.org](mailto:mcasias@nmppsfa.org)>, Alyce Ramos <[aramos@nmppsfa.org](mailto:aramos@nmppsfa.org)>

Wed, Oct 7, 2020 at 11:34 AM

Hi John,

Thank you for this clarification! I saw that the one we had here would have been out of date and was hoping the district took it over in their FMP. I almost panicked, haha! Thanks again for your help!

Take care,

***Kayla Martinez***

Director/Chief Academic Officer

Alma d'Arte Charter High School

(575) 541-0145

[Quoted text hidden]

# **LEASE AGREEMENT**

by and between

**ALMA D'ARTE CHARTER SCHOOL**

and

**LAS CRUCES PUBLIC SCHOOLS**

Dated as of May 26, 2015

## LEASE

THIS LEASE is entered into on May 26, 2015 and effective as of July 1, 2015, by and between the **Board of Education of the Las Cruces Public School District #2** ("LCPS" or "Lessor"), the governing board 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 Alma d'arte Charter High 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;
- 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.

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 Lease as follows, as evidenced by their signatures below.

1. DEFINITIONS. The following terms as used in this Lease 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 Lease 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.
- (d) "BUILDINGS": means the permanent buildings located on the Leased Property.
- (e) "COMMENCEMENT DATE": Shall be the effective date of this Lease between LCPS and Charter School.

(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 Lease 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 that Nonappropriation occurs, the Charter School may terminate this Lease as provided in Section 5.1 below.

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

(i) “LEASED PROPERTY”: the real property depicted on the Site Survey plat attached hereto as Exhibit A as Tract 1, including the land, buildings and appurtenances except as follows. During the period July 1, 2014 through June 20, 2015, the Leased Property shall not include those buildings noted as “Crossroads” on Exhibit A, which buildings shall be used and occupied by LCPS. LCPS shall vacate the Crossroads buildings by no later than June 30, 2015 and commencing on July 1, 2015, the Leased Property shall include the Crossroads buildings. There will be no increase in the Base Rentals as a result of including the Crossroads buildings as Leased Property or as a result of the completion of the renovations and improvements described in Section 11.1 as Landlord’s Work.

(j) “LESSOR”: The Board of Education of the Las Cruces Public School District #2.

(k) “LESSEE”: The Governing Council of the Alma d’arte Charter School.

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 Lease.

2.3 The lease of the Leased Property to the Charter School pursuant to this Lease 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 Lease by LCPS have been duly authorized by the Board of Education of the District.

2.5 This Lease 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 Lease 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 Lease, 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 Lease.

2.8 LCPS will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; 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 Lease 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 Lease.

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

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

3.5 This Lease 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 Lease 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 Lease, 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 Lease.

3.8 The Charter School will recognize a benefit by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the Charter School's purpose and operations.

3.9 The Charter School is currently occupying the Leased Property, has considered the improvements to the Leased Property proposed by the Lessor 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) Lessor 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 Lessor perform their respective maintenance obligations under Section 11.

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

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

4. LEASE AND TERM. LCPS hereby leases to Charter School and Charter School hereby leases from LCPS the Leased Property for twenty (20) years: July 1, 2014 through June 30, 2034 (hereinafter referred to as the "Initial Term"). 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 Lease.

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 Lease 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, 2019. This Lease shall automatically terminate upon the effective date of any nonrenewal or revocation of 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 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 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 Lease as a result of the uncured default of the other party as defined in Section 15, (i) this Lease 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 Lease. 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 Lease.

6. RENEWAL OF LEASE TERM. This Lease 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 Lease 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 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 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 Charter School, LCPS agrees to join with the Charter School in applying to the PSCOC for funds to be used for Charter School's lease payments.

7.3 Notwithstanding any other provision of this Lease, 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 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. 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 and community educational and arts programs conducted during non-school hours.

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 Lease; 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 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. Charter School shall only perform modifications or improvements to the Leased Property in conformance with the terms of this Lease. LCPS agrees not to unreasonably withhold consent or otherwise prevent Charter School from obtaining and receiving capital funding for construction, repairs and maintenance to the Leased Property and Charter School agrees to consult with LCPS prior to seeking appropriations or other funding for capital improvements to the Leased Property. 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. REPAIR AND MAINTENANCE OF LEASED PROPERTY

11.1 Landlord's Work. LCPS has established, and commits, a budget of Four Million Dollars (\$4,000,000) for renovations and improvements to the Leased Property. Those renovations and improvements are described generally on Exhibit B. LCPS and Charter School agree to work cooperatively to develop, within a reasonable period of time, a detailed scope of work and preliminary plans, as well as a project schedule, sufficient for LCPS to be able to enter into a design-build contract for such renovations and improvements for a contract sum that does not exceed \$4,000,000.00. Upon approval by Charter School and LCPS of such detailed scope of work, preliminary plans and project schedule, the parties shall execute an amendment to this Lease, incorporating the detailed scope of work and preliminary plans as the substitute Exhibit B, and adopting

the approved project schedule. The work described in the substitute Exhibit B and the plans referenced therein is referred to herein as the "Landlord's Work". Landlord shall perform the Landlord's Work at LCPS' expense, in general accordance with the adopted project schedule subject to delay caused by events and circumstances beyond the control of the parties and the Design-Builder engaged to design and construct the Landlord's Work ("Force Majeure Delay"). 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"). Landlord's Work shall be performed pursuant to a Design-Build Construction Contract, between LCPS and GenCon Corporation, or its affiliate, ("Design-Builder") with Studio D Architects, PA designated as the architect ("Architect") under the Design-Build Contract. LCPS shall involve the designated representative of the Charter School in the review and approval of the in-progress and final construction documents prepared for the Landlord's Work by the Architect on behalf of the Design-Builder, before the 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 Mark Hartshorne 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. The Charter School agrees to cooperate with LCPS and the Design-Builder in connection with the performance of the Landlord's Work, including without limitation relocating activities and students to alternate locations on the Leased Property as needed to accommodate construction activities. LCPS will direct Design-Builder to develop its construction schedule in consultation with the Charter School in order to lessen the disruption to the Charter School's operations, to the extent reasonably practicable. 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.

11.2 Building Structure. LCPS at its expense shall maintain and keep in good repair and condition all structural portions and all exterior parts of the buildings 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. 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

11.3 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.

11.4 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 Charter School, perform necessary repairs and replacements of the interior of the Buildings 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 Buildings that is reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00) shall be performed by Charter School. .

11.5 Roads, Parking and Playground. Charter School at its expense shall maintain and keep in a good, safe, clean and sanitary condition (i) all driveways, parking lots and sidewalks located on the Leased Property, and (ii) all playgrounds, playing fields and landscaped areas, including without limitation irrigation and lighting, located on both the Leased Property and Tract 2 as shown on the Site Survey plat attached hereto as Exhibit A ("Tract 2") (collectively, "Grounds Maintenance"). LCPS shall require the tenant of Tract 2, currently J. Paul Taylor Academy ("Tract 2 Tenant") to make the playing fields and landscaped open spaces located on Tract 2 available for use by Charter School when not in use by J. Paul Taylor Academy, subject to reasonable conditions, rules and regulations. Charter School's performance of the Grounds Maintenance obligations shall be deemed Additional Rent to LCPS. Charter School's maintenance obligations under this Section 11.5 shall extend to any repair or replacement that is

reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00). Any repair or replacement for or affecting driveways, parking lots and sidewalks, playgrounds, playing fields or landscaped areas 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 Charter School.

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

11.7 Charter School's Furniture, Equipment and Interior Furnishings. During the Lease Term, 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.

11.8 Other Charter School Repair and Maintenance Obligations. Charter School at its expense shall maintain and keep the entire interior of Buildings (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. 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.

11.9 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 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.

11.10 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 Lease 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. Charter School at its expense shall insure itself against loss or damage to 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 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 Charter School's obligation to pay rent shall abate during such period in proportion to 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 Lease 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 Lease. 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 Charter School's breach of its obligations under this Lease. 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 Lease. 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, Charter School shall indemnify LCPS only to the extent of 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 Lease ("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 Lease. 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 Lease. 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

Lease:

(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 Lease 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 Lease, 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 Lease. 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 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 Lease;

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

17. HOLDOVER. Any holding over by 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 Lease, 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 the auditorium and other portions of the Leased Property available for events sponsored by the Charter School or LCPS without charge and may make the auditorium and adjacent kitchen facilities and other 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 Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by 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 Lease. 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. The Charter School's signage currently on the Leased Property is deemed approved by LCPS. With LCPS' prior written approval, Charter School may install additional signage on the Leased Property or modify the existing signage on the Leased Property, at Charter School's sole expense, so long as the signage complies with applicable governmental regulations.

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

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 Lease require the expenditure of funds those obligations are contingent upon sufficient appropriations and authorization being made by LCPS for the performance of this Lease; provided however, such lack of sufficient appropriations and authorization shall not entitle LCPS to terminate this Lease. Nothing in this Section shall be interpreted as limiting the Charter School's right to terminate this Lease 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 Lease 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 Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

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 Lease or their respective successors in interest or permitted assigns.

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

23.5 Days shall mean "calendar days" unless otherwise defined. If the date set for performance under this Lease 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 Charter School represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease 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 Charter School, with respect to this Lease or the negotiation of this Lease. LCPS agrees to hold 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 Lease or the negotiation of this Lease.

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

23.8 All rights and obligations under this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Lease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Lease 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 Lease.

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 Lease 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 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 Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease 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 Lease shall be valid and enforced to the fullest extent permitted by law.

23.12 Anything to the contrary herein notwithstanding, 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 Charter School and LCPS under this Lease 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 Lease 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 Lease, or otherwise breaches this Lease 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 Lease 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 Lease 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 Lease.

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 Lease. Each Party enters into this Lease 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 Lease 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 Lease; that all actions necessary for the execution of this Lease have been taken; and that each person signing below has been duly authorized to sign this Lease and bind such party to all of its terms, provisions and conditions.

23.20 This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between LCPS and Charter School respecting the Leased Property. No alteration, amendment, modification, change, or addition to this Lease shall be binding upon LCPS and Charter School, unless reduced to writing and signed by LCPS and 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: Alma d'arte Charter High School  
Attn: Principal  
402 W. Court Ave.  
Las Cruces, NM 88005  
Fax: 505.527.5329

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: \_\_\_\_\_

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

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

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

)

COUNTY OF \_\_\_\_\_ )

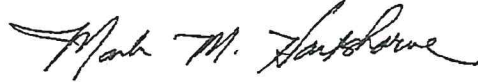
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2015, by \_\_\_\_\_, as \_\_\_\_\_ *[title]* for and on behalf of the  
Board of Education of the Las Cruces Public School District #2, the governing body of a local  
political subdivision of the State of New Mexico.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

LESSEE:

GOVERNING COUNCIL OF ALMA D'ARTE  
CHARTER HIGH SCHOOL



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

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

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

ACKNOWLEDGMENT

STATE OF NEW MEXICO        )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2015, by \_\_\_\_\_, as \_\_\_\_\_ *[title]* for and on behalf of the  
Governing Council of Alma d'arte Charter High School, the governing body of a validly existing  
State-chartered public charter school.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

LESSOR:

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

By: Bonnie Votaw

Name: BOANNIE VOTAW

Title: BOARD PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

COUNTY OF DONA ANA )

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER 2014, by BOANNIE VOTAW, 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 ALMA D'ARTE  
CHARTER HIGH SCHOOL

By: Gene H. Elliott

Name: Gene H. Elliott

Title: President

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

COUNTY OF Dona Ana )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September  
2014, by Gene H. Elliott, as President [title] for and on behalf of the  
Governing Council of Alma d'arte Charter High School, the governing body of a validly existing  
State-chartered public charter school.

Melores F. Alreger  
Notary Public

My commission expires: 02-08-2018

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

Jonathan Chamblin, Director



Martica Casias, Deputy Director

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

August 25, 2021

Kayla Martinez, Director/Chief Academic Officer  
Alma d'Arte Charter High School  
402 W. Court Avenue  
Las Cruces, New Mexico

**RE: wNMCI for Alma d'Arte Charter High School  
VIA E-MAIL**

Ms. Martinez,

The Public School Facilities Authority is in receipt of your request for the weighted New Mexico Condition Index (wNMCI) score for Alma d'Arte Charter High School, located at 402 W. Court Avenue. The wNMCI represents the facility condition related to systems and adequate space for students. (Lower is better, with zero being perfect.) The current wNMCI score for this facility is 25.21%.

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

## 1. Facility Documents 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 attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix E1 – E-Occupancy certificate and Appendix E2 – New Mexico Condition Index letter from PSFA**, indicating that the school facility meets the requirements of 1978 NMSA §22-8B-4.2(C)

The school must provide a copy of the facility lease agreement in **APPENDIX E3 – 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 E4 –Facility Master Plan**.

In addition, the school must also provide assurances that the facilities are in compliance with the requirements of 1978 NMSA §22-8B-4.2, using Certificate A, B, or C, and attached as **Appendix E5 – Facility Assurances**.

### *School response:*

**See Attached Documents. In search of a current Facility Assurance Certificate if available. E-Occupancy is attached to serve as both requirements.**