

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

22666

 ✓ THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.
PERMANENT _____ TEMPORARY, _____ EXPIRATION DATE _____

~ CERTIFICATE OF OCCUPANCY ~

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

118 Toalpe St. Taos N.M. 87571
BUILDING ADDRESS

Taos Integrated School of The Arts, Jill Cline, 210 Bendix Dr.
Taos N.M. 87571
NAME AND ADDRESS OF OWNER

Mobilelease Modular Space Inc.
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

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

GENC2017023359
BUILDING PERMIT NUMBER

100%
PORTION OF BUILDING

Mauro Rosales
INSPECTOR'S NAME

9-21-2017
DATE

N/A
COMMENTS



Lease Agreement
Operating

Lease Agreement #: 4043
Customer Name: TISA
Lease Activation Date: 4/1/2017

Mobilelease Modular Space, Inc. – 201 Rt 130, Pedricktown, NJ 08067
Telephone: 856-686-9600 -- Fax: 856-686-9240

Mobilelease Modular Space, Inc. (MMS), a New Jersey corporation, hereby referred to as the "Lessor" will lease the equipment specified below (the "Equipment") to the following hereby referred to as the "Lessee":

Lessee Billing Address:

Lessee Name: Taos Integrated School of the Arts, a New Mexico public charter school

The Equipment will be located at:

Lessee Name: Taos Integrated School of the Arts, a New Mexico public charter school

Address:	<u>210 Bendix Dr. Unit #2</u>	Address:	<u>118 Toalne</u>
City, State, Zip	<u>Taos, NM 87571</u>	City, State, Zip	<u>Taos, NM 87571</u>
Customer Contact:	<u>Richard Greywolf</u>	Site Contact:	<u>Richard Greywolf</u>
Phone:	<u>575-758-7755</u>	Phone:	<u>575-758-7755</u>
Email:	<u>rgreywolf@tisataos.org</u>	Email:	<u>rgreywolf@tisataos.org</u>
Fax:	<u>575-758-7766</u>	Fax:	<u>575-758-7766</u>
Mobile:	<u></u>	Mobile:	<u></u>

Lessee hereby leases the Equipment as described in Exhibit A attached hereto (the Equipment"), from Lessor for 96 months (8 years) ("Lease Term") beginning with the Commencement Date of the Lease Term in accordance with this "Lease Agreement – Operating" document and the "General Terms and Conditions of the Lease Agreement" ("Terms and Conditions") attached hereto and incorporated herein by reference (referred to together as the "Lease").

Lessee agrees to pay Lessor lease payments as defined and in accordance with the terms of the Lease and in the amount stated below under "Lease Payments". The Lease Commencement Date for the Equipment, subject to Section 3(d) of the Terms and Conditions, will be on or about April 1, 2017. The Lease will expire on or about March 31, 2025, unless earlier terminated according to the provisions of the Lease.

I. LEASE PAYMENTS:

Units	Size	Serial Numbers	Monthly Rate	Insurance Valuation
Fifteen Elementary and Middle School Units (Exh.A)	(7) 56'X 96' Elementary School (8) 56'X110' Middle School	TBD	\$16,610.00 per month	\$1,586,000.00

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Building Warranty: Standard One Year Warranty provided by the Modular Building Manufacturer(s) for new equipment. Plus all manufacturer's warranties applicable to the component parts of the Modular Buildings.

Payment Terms:

1. First Monthly Lease Payment is due at contract execution. Additional payments shall be paid in accordance with Section 2.
2. Security Deposit equal to (1) month's Lease Payment is due on or before September 1, 2017.

Other documents attached and incorporated by reference into this Lease Agreement:

- General Terms and Conditions of the Lease Agreement
- Exhibit A Equipment Specifications and Installation Work
- Exhibit B Lease Payment Schedule
- _____
- _____
- _____
- _____

No agent, employee or representative of the Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in the Lease. Unless specifically identified herein, this Lease supersedes all prior negotiations, proposals, and documents. This Lease will not be subject to any additional provision that may be contained in the Lessor's purchase order, although Lessor's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

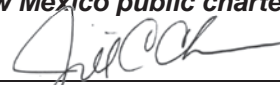
This Agreement will not become binding and effective until signed by an authorized agent of the Lessee and an authorized agent of the Lessor. Lessee warrants that the person signing on Lessee's behalf is authorized to enter into this Lease for the Lessee.

Signed by duly authorized agents, with the intent to be legally bound.

Mobilease Modular Space, Inc.

***Taos Integrated School of the Arts,
a New Mexico public charter school***

By: _____
Print: Peter Barton
Title: President Mobilease Modular Space, Inc.
Date: _____

By:  _____
Print: Jill Cline
Title: President of the TISA Governing Council
Date: 04/14/2017

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1. Lease

The Lessor agrees to lease the Equipment as described In Exhibit A to Lessee according to the terms and conditions of this Lease and all documents incorporated herein.

Notwithstanding the express intent of the parties, should a court of competent jurisdiction determine that this Agreement is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in this Lease, the Equipment, and all accessions thereto, substitutions and replacements therefore, and proceeds (including insurance proceeds) thereof (but without the power of Lessee to dispose of the Equipment); to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee (or any affiliate of Lessee) to Lessor, now existing or hereafter created.

2. Lease and Other Payments

(a) Lessor and Lessee understand and intend that the obligation of Lessee to make monthly Lease Payments hereunder shall constitute a binding contractual obligation of Lessee to make the payments subject only to the limitations and conditions stated herein. Lessee covenants to appropriate sufficient funds to cover Lease Payments due each applicable fiscal year in its annual budget, subject to sufficient appropriations made by the State of New Mexico, the New Mexico Public Education Department or the Public School Capital Outlay Council (together the "State of New Mexico"). If sufficient funds are not made by the State of New Mexico for current payments under this Lease Agreement, this Lease Agreement may terminate prior to the end of the Lease Term without further obligations to Lessee.

(b) The Commencement Date of the Lease Agreement is April 1, 2017. "Rental Commencement Date" shall be May 1, 2017.

(c) The first Lease Payment will be due and payable upon execution of the Lease. Receipt of the first Lease Payment is acknowledged by Lessor's execution of this Lease. Each additional Lease Payment after the Rental Commencement Date is due and payable without demand and in advance on the first of each month immediately following the Rental Commencement Date. All other sums payable by Lessee under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Lessee's check drawn on its regular bank checking account or such other form of payment as is acceptable to Lessor. All payments by Lessee will be made without setoff or deduction of any kind.

(d) Lessee will pay Lessor for any and all sales and use taxes, other direct taxes including property taxes (real and personal), and registration fees imposed by any city, county, state, or federal government or other taxing authorities having jurisdiction and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Lessee is to pay, "Taxes"). Taxes may be allocated by Lessor on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Lessee's obligations under this Subsection will survive the termination of this Lease. If the Lessee is tax exempt, a tax-exempt certificate must be provided to the Lessor immediately upon the execution of this Lease or all applicable taxes will be added to all invoice amounts due under this Lease.

(e) For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within ten days of the due date, Lessor may impose a charge on such amount of one and one-half percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.

(f) On or before September 1, 2017, Lessee shall deposit with Lessor the sum of \$16,600, which shall be held by Lessor as a Security Deposit for the Lessee's faithful performance of all the terms and conditions of this Lease. Except as set forth in Section 7 (e), the Security Deposit will be held to apply to any amounts of Lease Payments or other amounts due by Lessee, which Lessee has not paid at the termination of the Lease, and any damage to the Equipment beyond reasonable wear and tear. Any unused balance will be returned to Lessee within 30 days after the termination of the Lease. The unused balance of the Security Deposit may also be used by the Lessor during the term of the Lease and any extension to apply to remedy or cure a default, after giving Lessee ten (10) days' written notice of the same, in partial or full satisfaction of such default.

3. Delivery and Installation of Equipment, Warranty

For the purposes of this Lease, "Equipment" means the modular buildings described in Exhibit A attached hereto. Lessor warrants that upon delivery and final installation of the Equipment, that the Equipment shall meet the Education Occupancy standards and all applicable statewide adequacy standards as set forth in 6.27.30 NMAC ("Adequacy Standards"). Additionally, Lessor shall be required to complete the work required to install the Equipment as described in Exhibit A. To the extent there is a dispute regarding the Equipment to be delivered or the work required to install the Equipment, Lessor's response to the Lessee's 2017-001 RFP and Lessee's 2017-001 RFP shall govern the intent of the parties to this Lease Agreement.

(a) Unless otherwise specified in this Lease, Lessee will provide free and clear access for delivery and installation of the Equipment by standard mobile transport vehicles. Unless otherwise specified in this Lease, Lessee will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and the identification of all utility lines (electric, water, storm and sanitary sewer, natural gas, telephone, CATV, etc.). Lessee will provide firm and level ground on no more than a 12-inch (12") slope from one end of the building to the other for safe and unobstructed installation of the Equipment. Site selection is the sole responsibility of the Lessee. If, in the judgment of the Lessor, additional equipment or materials are required to make ready the Site for the installation, tear down, return delivery or the removal of the Equipment there will be a change order to the Lease per Section 3 (g) of this Lease. LESSOR ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR THE UTILITIES AVAILABLE AT THE SITE. The parties acknowledge that at the time of signing this Lease they are negotiating a contract for the Site work contemplated herein and as described in Items 1 through 4 of the Exclusions on p. 16 of Exhibit A ("Site Work Contract"). If Lessor is awarded the Site Work Contract, the Lessor shall be responsible for the preparation of the Site as described herein and agrees to warrant the fitness and adequacy of the Site and utilities made available for the Site.

(b) Lessor agrees to obtain and pay for local building permits and required inspections required for delivery and installation as set forth in Exhibit A. Lessee will have sole responsibility, at Lessee's cost, to obtain any other licenses, building and other permits, titles, and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Lessee's lawful operation, possession or occupancy of the Equipment.

(c) Lessor's delivery of the Equipment is subject to delays in manufacturing, modification, delivery and installation due to Site conditions, fire, flood,

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windstorm, lightning, theft, riot, civil disturbance, strike or other labor actions, acts of God, or any circumstances beyond Lessor's control (including but not limited to breaches by Lessor's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) Lessor may suspend work at the Site if Lessor deems the Site to be unsafe.

(e) If winter or wet conditions exist at the time of installation there may be a change order to the Lease per Section 3 (f) of this Lease. The due dates of such charges and the start date of this Lease assume accuracy of the information given to Lessor with respect to Site conditions and location and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely, applicable licenses or permits from the authorities having jurisdiction are not provided by the Lessee in a timely manner or Lessee otherwise delays completion of Lessor's scope of work.

(f) Unless otherwise specified in this Lease, Lessee will pay Lessor all costs and expenses plus 10% % basis for all change order work that is not part of the scope of work to be provided by Lessor (as described in Exhibit A) including, but not limited to, costs incurred by Lessor in order to correct improper work performed by Lessee, additional work performed by Lessor due to Site conditions as defined in Sections 3 (a) and 3 (f) or repair to, or periodic maintenance of, Equipment as defined in Section 4 of this Lease. Lessee shall not be obligated for any expenses or costs incurred by Lessor for change orders unless a written change order is approved in writing and only after an authorized representative of Lessee has certified that the work was completed. If Lessor agrees to pay for work completed pursuant to change order(s), including change orders related to the Site Work Contract described in Section 3(a), the parties agree to amend this Lease to adjust the lease payments by written amendment hereto to reflect the total amount of all change orders to be amortized over the term of this Lease. The Lessor may charge a premium of 10% interest on the total amount of the change order (in addition to the 10% basis) as consideration for investing funds to make improvements necessary to complete the installation.

(g) Lessee reviewed the specifications of the Equipment, required installation work, and other representations made by Lessor in its response to Lessee's 2017-001 RFP. Lessee acknowledges to Lessor that Exhibit A is a complete description of the items of Equipment to be delivered. As between Lessor and Lessee, the Equipment will be deemed finally accepted by Lessee pursuant to this Lease upon Lessee's occupancy of the Equipment and Lessor's completion of punch list items that may be reasonably requested by Lessee. As of the date Lessee has finally accepted the Equipment, Lessee accepts the Equipment "as is," and Lessor makes no warranties regarding the Equipment, except as may be stated elsewhere in this Lease.

4. Maintenance of Equipment

(a) Lessee will not move or in any way modify the Equipment without the prior written consent of Lessor. Notwithstanding Lessor's consent to Lessee's modification of the Equipment, Lessee is liable for the cost of the removal of such modification or restoration of the Equipment immediately upon the Return Date or End of Term of this Lease. Lessor may place its name on the Equipment, and Lessee will assure that such name is not removed or concealed in whole or in part.

(b) After delivery and during the Lease Term, the Lessor, pursuant to NMSA 1978, §22-8B-4.2(2)(a) as may be amended from time to time, will maintain the Equipment to applicable Adequacy Standards at no additional cost to the Lessee or the State of New Mexico and that the Equipment, at the time of delivery, shall meet the weighted New Mexico Condition Index as defined by the New Mexico Public School Facility Authority ("PSFA").

(c) Except as provided for in Section 4(b), Lessee, at Lessee's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. Lessor will have the right to inspect the Equipment from time to time until the Return Date and if Lessor believes the Equipment to be misused, abused or neglected, Lessor shall make demand on Lessee to make repairs or to complete the necessary maintenance. Lessee shall have thirty (30) days to make repairs and conduct such maintenance as deemed necessary by a licensed tradesperson. If Lessee refuses or fails to make the repairs and maintenance identified by Lessor and agreed to as necessary by a licensed tradesperson, Lessor may complete the necessary repairs and maintenance and Lessee shall pay the actual costs and expenses plus 10% associated with making the necessary repairs and maintenance. Lessor shall provide Lessee with a copy of the paid invoice from the maintenance provider along with Lessor's invoice for reimbursement from Lessee. If Lessee fails to reimburse Lessor for such repair costs, Lessor may declare an event Default pursuant to Section 11 and proceed accordingly.

(d) Lessee, at Lessee's sole cost, agrees to perform periodic preventive maintenance on all HVAC systems. Lessee agrees to provide Lessor, within (10) days of a written request, evidence that such work has been conducted. HVAC maintenance shall be according to the HVAC manufacturer's recommended procedures. If Lessee fails to conduct periodic preventative maintenance, Lessor shall make demand on Lessee to conduct such maintenance and Lessee shall provide written evidence that the necessary maintenance has been performed within 30 days of Lessor's notice. If Lessee fails or refuses to conduct the periodic preventive maintenance, Lessor will provide these services when necessary, and after notice contemplated herein, Lessee shall be required to Pay Lessee upon demand. Lessor may charge a fee not to exceed 10% of the total invoice as an administrative fee. Lessor shall provide Lessee with a copy of the paid invoice from the maintenance provider along with Lessor's invoice for reimbursement from Lessee.

(e) Lessee, at Lessee's sole cost, agrees to perform regular carpet cleanings and maintenance for vinyl floor coverings. Lessee agrees to provide Lessor written evidence that regular maintenance is being performed within (10) days of Lessor's request for such information. Lessor, after personal inspection of the Equipment, may demand that Lessee perform the maintenance described in this paragraph and to complete such maintenance with thirty (30) days of a written demand. If Lessee fails to perform the maintenance after inspection and written demand, Lessor may provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay on demand all costs and expenses plus 10% incurred by Lessor in connection with performing such maintenance on the Equipment. Lessor shall provide Lessee with a copy of the paid invoice from the maintenance provider along with Lessor's invoice for reimbursement from Lessee.

(f) Lessee will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, any state, municipality or local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Lessee will not make or permit any unlawful use or handling of the Equipment.

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(g) HAZARDOUS SUBSTANCES. To the best of Lessor's knowledge there are no Hazardous Substances present in the Equipment or any of its contents or components except as such substances may exist or are found and in such quantities as would be legal in the manufacturing and construction of the Equipment. "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. Lessee will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a public school. Lessee will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Lessee's possession, Lessee agrees to pay on demand all costs and expenses plus 10% incurred by Lessor for the cleanup or Lessor may require Lessee to purchase the Equipment at the then current market price charged for an uncontaminated unit. Lessee's obligations under this subsection 4(g) will survive the Return Date or End of Term of this Lease.

(h) Lessee agrees that the Equipment lease hereunder will not be occupied by any person other than Lessee or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes unless agreed to in writing by Lessor.

5. Representations and Warranties

Lessor warrants that the Equipment will meet the specifications as represented to Lessee in its response to Lessee's 2017-001 RFP or as subsequently negotiated in writing. Further, that the Equipment and its components are new and that all applicable manufacturers' warranties applicable to the Equipment shall benefit the Lessee. Except as otherwise provided in this Lease Agreement and Lessor's response to Lessee's 2017-001 RFP, Lessor expressly disclaims and makes to Lessee no warranty or representation, express or implied, of merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship in the Equipment; that the Equipment will satisfy the requirements of any law, rule, specification or contract pertaining thereto; and any guaranty or warranty against patent infringement or latent defects, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby.

Lessor represents and warrants that it is a corporation organized under validly existing laws of the State of New Jersey and is in good standing under the laws of that state, is duly qualified to do business in New Mexico, and has encumbered and complete rights, title and interest to the Equipment as described in Exhibit A.

Both parties represent and warrant to each other that there is no pending litigation or proceedings pending or threatened against each of them respectively that would affect their right to execute, deliver or perform the obligations under this Lease.

6. Limitation of Damages

Lessee does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of, or in connection with, this Lease. Lessor is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Lessee does hereby waive any and all claims and demands for any such loss or damages.

7. End of Lease

(a) Unless specified otherwise, Lessee must give Lessor one hundred twenty (120) days prior written notice of the date on which the Equipment is to be returned.

(b) If Lessee, without any further written agreement or the consent of the Lessor, continues to possess or occupy the Equipment after the expiration of the initial Lease Term and/or any subsequent renewal terms of the Lease, the Lease Agreement shall be deemed month to month. Lessor declares to be in effect (and in the absence of such declaration at the most recent Lease Payment rate applicable to the Equipment).

(c) So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least one hundred twenty (120) days prior written notice, Lessee shall have the option to purchase the Equipment for a price agreed to by Lessor ("Purchase Option Price"). Payment of the Purchase Option Price, all applicable sales or use taxes, together with all other amounts due and owed by the Lessee under the Lease (including without limitation, Lease Payments) during such Lease Period Term shall be made on the last day of the Lease in immediately available funds against delivery of a bill of sale transferring to Lessee all rights, title and interest of Lessor in the Equipment on an "AS IS" "WHERE IS" basis, without any warranties, express or implied as defined in Section 5 of this Agreement.

(d) Lessee may terminate this Lease prior to the expiration of the Lease Term with (120) days written notice to the Lessor, subject to all terms and conditions of the Lease, and the Lessee will pay the following termination charges ("Termination Charges"):

- i. The remaining unpaid Lease Payments for the Lease Term or the Lease renewal period per Section 7 (b) of this Lease.
- ii. Tear down, removal; return delivery, repair, and disconnection of utilities, and Site restoration the cost of which shall not exceed the Lessor's actual cost plus 12%. Lessee shall only be obligated to pay said costs upon presentation of appropriate invoices. Lessor agrees that Lessee shall not be charged to transport the building further than 300 miles from the Site.

(e) Notwithstanding the foregoing, Lessee may terminate this Lease prior to the expiration of the Lease Term upon thirty day's written notice of the intent to purchase the Equipment, which right to purchase may be assigned to a third party. The price to purchase the Equipment shall be the "Scheduled Balance" as of the date Lessee intends to purchase the Equipment ("Buyout Price") as set forth in Exhibit B. Lessor agrees that the Security Deposit and advanced lease payments, if any, shall be applied to reduce the Buyout Price. Upon payment of the Buyout Price, Lessor shall transfer all certificates of title or registration applicable to the Equipment and reflect Lessee or its assignee as the owner of the Equipment. Lessor shall take all steps necessary to transfer title and all manufacturer's warranties in the Equipment to Lessee or its assignee.

8. Return of Equipment

Upon the End of Term, unless agreed otherwise, Lessor, for the Termination Fee as stated in Section 7(d), shall dismantle and remove such Equipment and

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have delivered to such location as Lessor shall specify. Lessee agrees that the Equipment, when returned, shall be in the condition required by Section 4 hereof and that the Site, when the Equipment is returned, shall be in the condition required by Section 3 of this Lease. All components of the Equipment shall have been properly serviced, following the manufacturer's written operating and servicing procedures. If, in the opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses plus 10% incurred by Lessor in connection with repairing such Equipment and restoring it so as to meet such standards. If Lessee fails to return any Equipment as required hereunder, then, all of Lessee's obligations under this Lease Agreement (including, without limitation, Lessee's obligation to pay Monthly Lease Payments for such Equipment as defined in Section 7 (b) of this Agreement) shall continue in full force and effect until such Equipment shall have been returned in the condition required hereunder.

9. Indemnification

Lessor releases and discharges Lessee and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Equipment where such damage or destruction was not caused by the willful act of Lessee or any of its "public employees." Within the limits and subject to the provisions of the Tort Claims Act, Lessee shall protect, defend, indemnify, and save harmless Lessor from all claims, actions, demands, liability and expense of loss of life, damage, or injury to persons or property, proximately caused by Lessee, its employees and volunteers acting within the scope of their duties pursuant to this Lease Agreement, except to the extent caused by the negligent or intentional acts or omissions of Lessor, its agents, representatives and employees. Nothing hereby shall be construed to waive or in any way abrogate immunities of the Lessee preserved by the Tort Claims Act.

The obligations contained in this Section 9 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 9 will apply to any losses whether they are asserted before or after the Return Date.

10. Insurance

(a) Lessee. Beginning upon the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any extension thereof at Lessee's sole cost and expense and as additional rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death and property damage liability, as is available from and provided by the New Mexico Public Schools Insurance Authority ("NMPSIA") or its successor with limits of coverage not less than \$200,000 for damage or destruction of real property arising out of a single occurrence; \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence; and \$400,000 to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act (NMSA 1978, §§41-4-1, *et seq.* ("Act")). The total liability for all claims arising out of a single occurrence, other than medical or medically related expenses, an aggregate of \$750,000 for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the School Site. Lessee shall cause Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor upon the commencement of the term of this Agreement. Lessee shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to the Act and NMSA 1978, §§ 22-29-1 through 22-29-11, as amended.

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Tenant shall also carry and maintain Business Personal Property Insurance. Special form insurance for perils on all business personal property on the Premises including fixtures, machinery and equipment installed by the Tenant, and such other insurance as Lessor may require if available to the Tenant by NMPSIA. Such insurance to be in an amount equal to one hundred percent (100%) of the insurable value thereof, if available by NMPSIA. Any proceeds of such insurance shall be held in trust to be used for the repair or replacement of the fixtures and equipment so insured.

(c) Lessee will deliver certificates evidencing all such insurance to Lessor immediately upon delivery of the Equipment to Lessee's site, time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without thirty

(30) days' prior written notice to Lessor. A certificate of such insurance naming Lessor as sole Additional Insured and Loss Payee, shall be delivered to Lessor prior to delivery to Lessee of the Equipment.

(d) If Lessee fails to deliver the insurance certificates defined in paragraph (a) and as required by paragraph (b) on the date required, Lessee will be in default under this Lease.

(e) Obtaining insurance as described above will not affect Lessee's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability under this Lease.

(f) If Lessee fails to deliver certificates evidencing such insurance to Lessor as required in Section 10 (b) of this Lease, Lessee agrees to pay on demand all costs and expenses plus 5% incurred by Lessor in connection with providing the insurance required in Section 10 (a) of this Lease. Upon receipt of an acceptable certificate of coverage obtained by Lessee, Lessor shall within 10 days of receipt of said certificate, terminate the policy purchased to cover Lessee's obligations hereunder and return any refunded premiums previously reimbursed by Lessee.

11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

(a) Lessee fails to pay when due any Lease Payment or any other payment due under this Lease or fails to perform its obligations under this Lease, however, if Lessee makes its lease payment pursuant to Section 2(e), such failure will not be deemed a default;

(b) Lessee fails to perform or observe any other term or condition under this Lease and such failure remains un-remedied for more than thirty (30) days after written notice of such failure to perform or observe;

(c) Lessee or any other person or entity which controls more than fifty percent (50%) of Lessee's equity (a "Control Person") or any guarantor of any of Lessee's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation

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Operating**

Lease Agreement #: 4043
Customer Name: TISA
Lease Activation Date: 4/1/2017

or dissolution.

Upon occurrence of an Event of Default, Lessor will have the option to declare the entire balance of Lease Payments for the remainder of the stated Lease or renewal term immediately due and payable and to accelerate and make immediately due and payable any other amounts owed under this Lease. Lessor will also have the option to retake and retain any or all of the Equipment free of all rights of Lessee without any further liability or obligation to redeliver any of the Equipment to Lessee, and Lessee hereby grants Lessor the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration. To the extent permitted by applicable law, Lessee will pay to Lessor on demand all fees, costs and expenses incurred by Lessor in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees.

The remedies provided in favor of Lessor will be cumulative and in addition to all other remedies provided in this Lease or existing by law or in equity. No action taken by Lessor pursuant to this Section 11 or Section 13 will release Lessee from Lessee's Covenants, obligations and indemnities provided under this Lease, including but not limited to Lessee's obligation for the payments of Lease Payments provided in this Lease.

If Lessor retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Lessee or in the custody or control of Lessee, Lessor is authorized to take possession of such other property, goods or things and hold the same for Lessee, at Lessee's sole cost, either in Lessor's possession or in public storage, at Lessor's sole discretion.

Lessor's Default. If Lessor fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Lessee specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Lessor fails to commence to cure within that thirty (30) day period, then Lessor shall be liable to Lessee for any damages sustained by Lessee as a result of Lessor's breach; provided, however, it is expressly understood and agreed that if Lessee obtains a money judgment against Lessor resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Lessor's right, title and interest in the Equipment, and no other real, personal or mixed property of Lessor (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Lessor of default, fails to cure the default as provided herein, then Lessee shall have the right to cure that default at Lessor's expense, and to either terminate this Lease or to withhold, reduce or offset any amount against any payments of Lease Payments or any other charges due and payable under this Lease. No remedy herein conferred upon Lessee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. If Lessor defaults and Lessee terminates this Lease, Lessor shall, without charge to Lessee promptly remove the Equipment from Site and repair and pay for any damage caused to the Site by removal of the Equipment. In said event, this Lease will be deemed cancelled without further obligation to Lessee.

12. Lessor's Right to Cure

If Lessee defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, Lessor may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Lessee under this Lease and recover from Lessee as additional Lease payments all costs and expenses plus 10% for all services so performed. Lessee's default will be then deemed waived and cured by Lessor and this Lease Agreement will remain in full force and effect

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, Lessor will have the immediate right, without notice, demand, or other action, to set-off against Lessee any amounts Lessor may hold as prepayments or deposits for Lessee's liabilities to Lessor whether or not then due to Lessor. Unless otherwise prohibited by law, Lessor will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Lessee.

14. Assignment, Amendment, Modification, Miscellaneous

(a) Lessee will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lessor, without the prior written consent of Lessor. Lessor agrees that Lessee may assign its interest in the ability to purchase the Equipment as set forth in Section 7(e) to Friends of TISA, a New Mexico nonprofit corporation, without first obtaining written consent.

(b) This Lease contains the entire Agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease, Lessor's response to Lessee's 2017-001 RFP, will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on Lessor unless signed by an authorized officer of Lessor. This Lease will be governed as to its construction, interpretation and effect by the laws of the State of New Jersey without regard to principles or choice of Laws.

15. Assignment by Lessor

Lessor's rights, title and interest in the Equipment may be assigned, reassigned, transferred or conveyed to any other party by Lessor, in whole or in part to one or more assignees and sub assignees by Lessor and, to the extent of their interest, by any Registered Owner without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated. In the event that Lessor's interest in the Equipment is assigned, Lessee agrees to execute all documents within (30) days of written request by Lessor. Documents may include notices of assignment, chattel mortgages, financing statements, etc. that may be reasonably requested by Lessor, or any other assignee, to protect its interests in this Agreement and the Equipment.

(a) Subject to Section 2, the obligations of Lessee to pay the Lease Payments due under this Lease and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set off or defense, for any reason, including without limitation, any defects, malfunctions, breakdowns, or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. This provision shall not limit Lessee's rights or actions against the Lessor as otherwise provided in this Lease Agreement.

**Lease Agreement
Operating**

Lease Agreement #: 4043
Customer Name: TISA
Lease Activation Date: 4/1/2017

(b) Transfer of Lessor's Interest. In the event of Lessor's assignment of this Lease or sale of the Equipment, it shall be deemed and construed without further agreement between the parties or their successors-in-interest that the purchaser or assignee of the Leased Property or any portion thereof has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder.

16. Additional Provisions

(a) Lessee and Lessor hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this Lease Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

(b) In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. New Mexico Law Governs

This Lease and the rights and obligations of the parties hereunder shall in all respect be governed by, and construed in accordance with the laws of the State of New Mexico, including all matters of construction, validity and performance regardless of the location of the Equipment. The venue of any proceeding relating to this Lease shall be the court of general jurisdiction closest to Taos, New Mexico.

18. Time Provision for Filing Suit

Lessee agrees that any suit or claim against Lessor arising out of this Lease, including but not limited to suits or claims based on alleged breach of contract or warranty, must be brought within the applicable statute of limitations for contracts in the state or be forever barred.

19. No Individual Liability

All covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Lessee or the Lessor 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 Lessee or the Lessor or any natural person executing this Lease or any related document or instrument.

20. Notices

All notices and communications required or permitted under this Lease (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

LESSOR: Mobilease Modular Space, Inc.
201 Rt. 130
Pedricktown, NJ 08067
Telephone: (856)686-9600
Facsimile: (856)686-9240

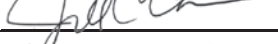
LESSEE: Taos Integrated School of the Arts
210 Bendix Dr. Unit #2
Taos, NM 87571
Telephone: (575)758-7755
Facsimile: (575)758-7766

Signed by duly authorized agents, with the intent to be legally bound.

Mobilease Modular Space, Inc.

***Taos Integrated School of the Arts,
a New Mexico public charter school***

By: _____
Print: Peter Barton
Title: President Mobilease Modular Space, Inc.
Date: _____

By:  _____
Print: Jill Cliffe
Title: President of the TISA Governing Council
Date: 04/14/2017

General Terms and Conditions of Lease Agreement

EXHIBIT A

Equipment Specifications and Installation Work

(See Attached)

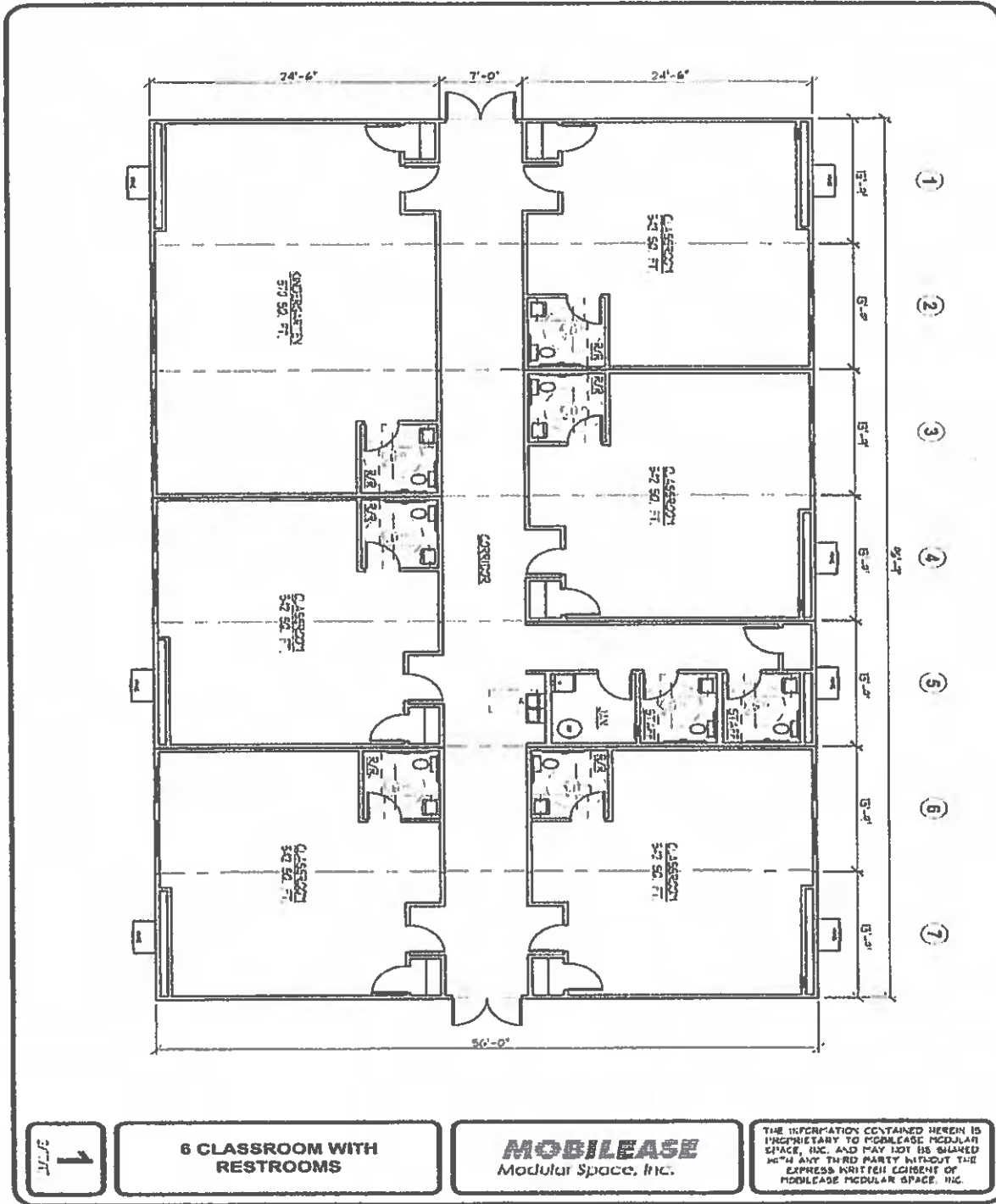
Initials _____

EXHIBIT A TO LEASE



Mobile Offices and Modular Buildings

Building Floor Plan 97'X56' Elementary School Modular Classroom Building:



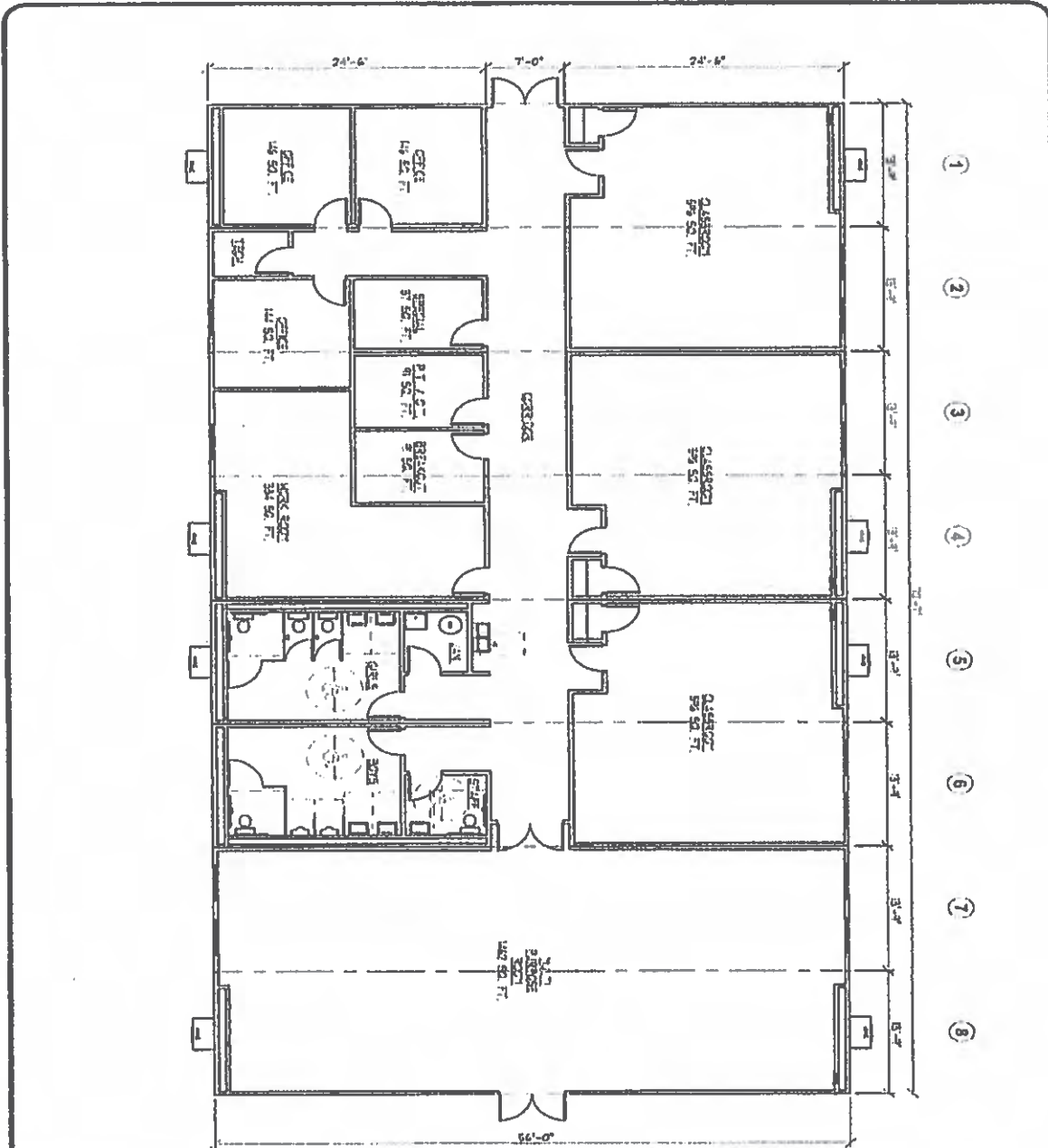
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**6 CLASSROOM WITH
RESTROOMS**

MOBILESPACE
Modular Space, Inc.

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO MOBILESPACE MODULAR SPACE, INC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF MOBILESPACE MODULAR SPACE, INC.

Building Floor Plan 110'X56' Middle School Modular Classroom Building:



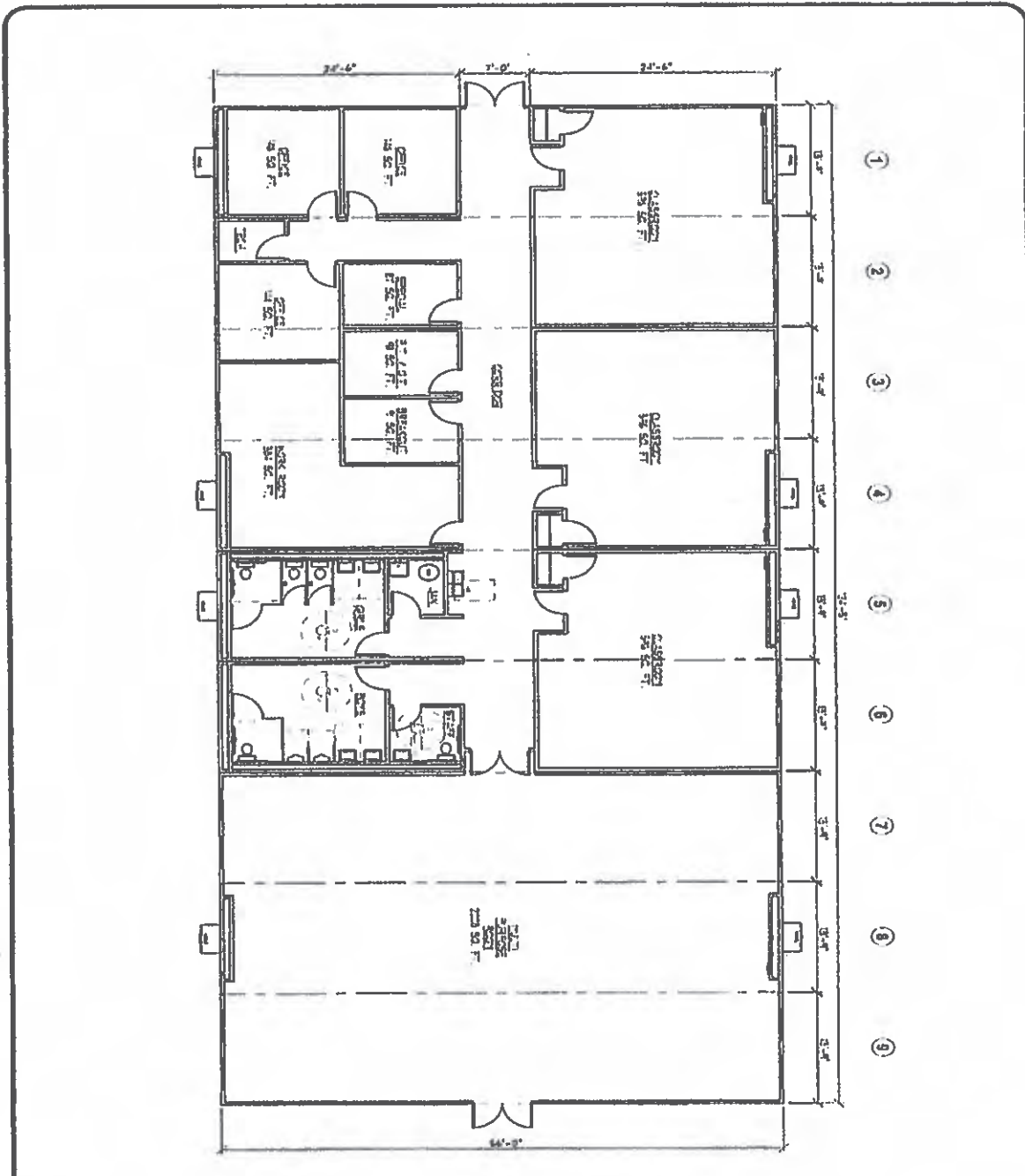
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3 CLASSROOMS WITH RESTROOMS, OFFICES AND MULTI PURPOSE

MOBILELEASE
Modular Space, Inc.

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO MOBILELEASE MODULAR SPACE, INC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF MOBILELEASE MODULAR SPACE, INC.

Optional Building Floor Plan 124'X56' Middle School Modular Classroom Building: (See pricing Below)



2A

3 CLASSROOMS WITH RESTROOMS, OFFICES AND MULTI PURPOSE

MOBILELEASE
Modular Space, Inc.

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY TO MOBILELEASE MODULAR SPACE, INC. AND MAY NOT BE SHARED WITH ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF MOBILELEASE MODULAR SPACE, INC.

Elementary School Building Specifications

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME	OUTRIGGER	14' x 56' - 12" x11.8# I-beam- Outrigger/ Crossmember @ 4 ft. O.C.	7.00
	AXLES	(5) 3-Brake & 2-Idler New	7.00
FLOOR	JOIST	2 X 8 #2 SYP or equal @ 16" O/C	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-26 Unfaced (2-Layers of R-13)	
	COVERING	Floor Tile VCT 1/8" X 12" X 12"	
	MISC	Bottom Board Mobiflex	
EXTERIOR WALL	STUDS	2 X 6 Ext. Wall Framing - 10' Tall	
	SHEATHING	7/16" Zip System ZIPP system sheathing only for Stucco finish on site by MMS	
	COVERING	5/8" Vinyl Covered Gypsum 8' Tall (Exterior Wall)	
	INSULATION	R-21 Kraft	
INTERIOR WALL	STUDS	2 X 4 Wall Framing - 8' Tall - (Int.)	662.00
	INSULATION	R-11 Unfaced Int. Wall @ 8' Tall	
	COVERING	5/8" Vinyl Covered Gypsum 8' Tall	
	COVERING	4' FRP Over 5/8" MR (VCG Above) at Restrooms and Janitors closet	
	COLUMNS	2 X 4 X 8' Column - Concealed	
	COLUMNS	2 X 6 X 8' Column - Concealed	
	MISC	Wall Extended To Rafters - Approx 2ft back to back double walls between classroom and corridor walls extended to the bottom of the rafters.	373.00
	MISC	Corridor walls are one hour fire rated	248.00

INTERIOR TRIM	COVE BASE	Wall Base Vinyl 4"	
ROOF	JOIST	2 X 10 #2 SYP or Equal @ 24" O.C.	
	MATE BEAM	Open webbed wood ridge girders for mateline crossovers on site by MMS	1050.00
	MATE BEAM	Headers in the fire rated corridor are fire wrapped on the sides only, bottoms on site by MMS	6.00
	INSULATION	R-38C Unfaced (W/ Support Netting)	
	DECKING	7/16" FR Deck - Class C	
	COVERING	EPDM .045 Black	
	CEILING	2 X 4 T-Grid - Mineral Fiber #769 held back at the matelines	
	CEILING	5/8" Type X Gypsum (Tape & Bed Only) fire rated sub ceiling in the rated corridor	
WINDOW	WINDOW - CUSTOM	36x60 S-251 Single Hung - Commercial	14.00
	WINDOW - INTERIOR	36x36 Fixed Int - Wire Glass - Metal Jamb	3.00
EXTERIOR DOOR	DOOR	72X80 - Commercial Steel - Double Door	2.00
	LOCKSET	Panic - Von-Duprin 22 - Keyed Lever	2.00
	HARDWARE	Closer - Tell 900 Series	4.00
	HARDWARE	Removable Mullion	2.00
	HARDWARE	Kick Plate - 10" X 34" - Stainless Steel	4.00
	MISC	Vision Panel - 05 X 20 (Pencil Window)	4.00
INTERIOR DOOR	DOOR	36X80 Prefinished Imperial Oak - Solid Core - W/ Metal Jamb At corridors	10.00
INTERIOR DOOR	DOOR	36X80 Prefinished Imperial Oak - Hollow Core - W/ Metal	
Jamb	12.00		
	LOCKSET	Privacy - Grade 2 - Lever	8.00

	LOCKSET	Panic With Keyed Rim Cylinder Lever - Von Duprin 22 Kindergarten	1.00
	LOCKSET	Passage - Grade 2 - Lever classroom closets	6.00
	LOCKSET	Keyed - Grade 2 - Lever Classrooms and corridor storage	7.00
	HARDWARE	Closer - Tell 900 Series (Int. Doors) corridor doors	10.00
	FIRE RATING	20 Min Label - (Add To SC W/ Metal Jamb) corridor doors	10.00
ELECTRICAL			
	PANEL	Three Phase, Nema 3R, External, 200 Amp	3.00
	PANEL	Three Phase, Nema 3R, External, 125 Amp	2.00
	RACEWAY	EMT W/ Green Ground	756.00
	LIGHT	Troffer 2 X 4 - 2-Lamp - T-8	18.00
	LIGHT	Troffer 2 X 4 - 3-Lamp - T-8	39.00
	EXTERIOR LIGHTS	Exterior 42w Fluorescent With Photo Control	2.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light Remote Capable - Red	2.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Remote Head - Exterior	2.00
	EXIT/EMERGENCY LIGHTS	Exit/Emergency Light - Red	3.00
	EXIT/EMERGENCY LIGHTS	Emergency Light - Dual Head	3.00
	SWITCH	Occupancy Sensor Wall Mount (EMT)	6.00
	SWITCH	20-Amp - 3-Way	4.00
	SWITCH	20-Amp Single	7.00
ELECTRICAL			
	SWITCH	Occupancy Sensor Ceiling Mount (EMT)	7.00
	RECEPTACLE	20A - Duplex - Tamper Resistant Kindergarten only	12.00
	RECEPTACLE	20A - Duplex - Dedicated for alarm system and IT by others	2.00

	RECEPTACLE	20A - Duplex	40.00
	RECEPTACLE	20A - Duplex - Ceiling Mounted for projectors	6.00
	PHONE/DATA	4X4 J-Box W/ Mud Ring & 1" Conduit Stubbed Up (2) at each exterior door for horn strobe pull stations	4.00
	PHONE/DATA	2 X 4 J-Box W/ 3/4" Conduit Stubbed Up (2) per classroom for Data or PA	12.00
	MISC	Cross Over	12.00
PLUMBING			
	PIPE	Pipe - Copper 1"	
	PIPE	Pipe - Copper 3/4"	
	WATER CLOSET	Water Closet - Handicap - Copper Adult height	2.00
	WATER CLOSET	Water Closet - Elongated - Copper child height	6.00
	LAVATORIES	Lavatory - Wall Hung - Copper	8.00
	DRINKING FOUNTAIN	Water Cooler - Hi/Low - Copper	1.00
	MOP SINK	Mop Sink - FIAT Floor Mtd - Copper	1.00
	FLOOR DRAIN	Floor Drain W/ Trap Guard Janitor's closet	1.00
	WATER HEATERS	40 Gallon - Electric Water Heater	1.00
	ACCESSORIES	Grab-Bar - 18" Vertical	8.00
	PLUMBING ACCESSORIES	Toilet Paper Dispenser	8.00
	ACCESSORIES	Mirror - 24" X 36" With Stainless Steel Frame	8.00
	ACCESSORIES	Grab-Bars - Set	8.00
	MISC	Banjo Strainer	1.00
	MISC	Thermostatic Mixing Valve - 370	5.00
	MISC	Watts Governor	1.00
HVAC			
	GAS - WALL MOUNT	Bard brand 3-ton, 3-ph. HVAC w/ 32,000 BTU natural gas heat and MERV 8 2" filters	6.00

	GAS - WALL MOUNT	Bard brand 4-ton, 3-phase HVAC w/ natural gas heat and MREV-8 2" filter. In kindergarten	1.00
classroom			
	DUCT	Fiberglass Ductboard - 1-1/2" X 30" X 9"	20.00
	DUCT	Fiberglass Ductboard - 1-1/2" x 18" X 9"	100.00
	DUCT	Flex duct for mateline crossovers on site by MMS	274.00
	GRILLS	Supply Grille - 24 X 24 Lay-In W/Damper	43.00
	GRILLS	Return Grille - 24 X 24 - Perforated Lay-In	8.00
	EXHAUST FANS	110 CFM - Ceiling Mount	8.00
	MISC	Fire/Smoke Damper - 18x9	4.00
MISC			
	MISC	Close-Up	
STATES			
	STATE APP	NM State label for E-occupancy 2009 IBC codes, 90-mph wind rated, NM PE stamp and NM MEP stamp and NM Arch. Stamp drawings	1.00

Middle School Building Specifications
Includes 8plex and Optional 9plex

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	OUTRIGGER	14' X 56' 12" X 11.8# I-Beam O/R @ 4' O/C	8.00
	AXLES	Five (3 Brake - 2 Idler) New Axle Assembly	8.00
FLOOR			
	JOIST	2 X 8 @ 16" O/C SYP Floor Joist	
	DECKING	Structurewood Edge Gold 23/32"X4'X8' T&G	
	INSULATION	Insulation R-13 Ufaced (Floor) (2) Layers R-13	
	COVERING	Vinyl Cover Tile (VCT) 1/8"	
	COVERING	Sheet Vinyl Medintech .080 Restrooms, Jan. Closet (No Self Covered)	
EXTERIOR WALL			
	STUDS	SYP #2 2 X 6 Exterior Wall Framing	
	SHEATHING	Zip System (7/16")	
	SIDING	Siding Supplied/Installed By Others On Site	
	INSULATION	Insulation R-21 Kraft (Exterior Walls)	
	COVERING	5/8" Vinyl Covered Gypsum 9'-10' Tall for Exterior Wall	
INTERIOR WALL			
	STUDS	Int. Wall 2 X 4 X 9' - 10' @ 16" O/C One Hour Rated Corridor, Double Mateline walls	
	COVERING	5/8" Vinyl Covered Gypsum 9'-10' Tall	
	COVERING	FRP .090 White Textured Class C 4' Tall (4) Walls Restrooms, (2) Walls Janitor's Closet	
	INSULATION	R-11 Unfaced For 9'-10' Interior Wall	
	COLUMNS	Exposed Support Posts in Multi-Purpose	
INTERIOR TRIM			
	COVE BASE	Wall Base Vinyl 4"	

ROOF			
	JOIST	Roof Joist 2 X 10 @ 24" O/C	
	DECKING	7/16" FR Deck Class "C"	
	BEAM	Plywood Ridge Beam 3 Layer 25" To 48" Tall	
	INSULATION	Insulation R-38C Unfaced (Roof)	
	CEILING	Ceiling Suspended 2' X 4' #769A With Grid	
	COVERING	EPDM Black .045	
	MISC.	Drip Rail / J-Rail	
WINDOW			
	WINDOW	4/0 X 4/0 HS Vinyl Low E IG	12.00
	MINI BLINDS	Mini Blind	12.00
EXTERIOR DOOR			
	DOOR	6/0 X 6/8 18ga H.M. Door W/ 16ga Welded Frame 4-3/4"	2.00
	LOCKSET	Exit Device (Panic) Von Duprin (Exit Only) Rim 3" Medium	4.00
	HARDWARE	Door Closer Tell Hydraulic	4.00
	ACCESSORIES	Removable Mullion Von Duprin	2.00
	ACCESSORIES	Vision Panel 12" X 12" X 1/4" Clear Tempered Glass	4.00
	ACCESSORIES	Kick Plate 10" X 34" S/S	4.00
	DOOR	Legacy S.C. Int. Door With Redi-Frame 3/0 X 6/8 (20) Minute Rated //(1) Double Door	20.00
	LOCKSET	Latching Push-Pull @ Multi-fixture Restrooms	2.00
	LOCKSET	Lock Privacy Tell Grade #2 2600 Series Standard Duty	1.00
	LOCKSET	Von Duprin 22 Panic w/Lever	2.00
INTERIOR DOOR			
	LOCKSET	Lock Entry Tell Grade #2 ADA (Permanent Core) Adjustable	
Backset	15.00		
	HARDWARE	Door Closer Tell Hydraulic	20.00
	ACCESSORIES	Door Stop Floor Mount High Profile	20.00
	ACCESSORIES	Smoke Seal 3/0 X 6/8	17.00

ELECTRICAL

	WIRE	MC Cable (Wire)	
	PANEL	Load Centers 125 Amp 3ph Interior Mount	4.00
	LIGHT	Troffer T-8 2X4 3-Lamp	62.00
	LIGHT	Troffer T-8 2' X 2' U Lamp	9.00
	LIGHT	Exit Light With Battery Backup	1.00
	LIGHT	Emergency/Exit Light W/Remote Head (Exterior)	2.00
	LIGHT	Emergency Light Electronix	10.00
	EXTERIOR LIGHTS	Outside Light With Photo Control Fluorescent	2.00
	SWITCH	Switch Occupancy Sensor Wall Mount (MC Cable)	9.00
	SWITCH	Switch 15-Amp Single (MC Cable)	28.00
	SWITCH	Switch Occupancy Sensor Ceiling Mount (MC Cable)	22.00
Resistant	RECEPTACLE 8.00	Receptacle Duplex 20A Exterior W/R W/ Cover / Tamper	
	RECEPTACLE	Receptacle Duplex 20-Amp Tamper Resistant (MC Cable)	70.00
	RECEPTACLE	Dedicated Receptacle 20A (MC Cable)	1.00
	RECEPTACLE	Receptacle GFI 20-Amp (MC Cable)	4.00
	RECEPTACLE	Receptacle Duplex 20A Heat Tape Weather / Tamper Resistant	2.00
	BOXES	J-Box 4" Assembly	42.00
	BOXES	J-Box 4" Assembly Wired	1.0
ELECTRICAL	EXHAUST FANS	Exhaust Fan 350 CFM	2.00
	EXHAUST FANS	Exhaust Fan 110 CFM	2.00
	ACCESSORIES	Cross Over (Electrical)	
PLUMBING	WATER HEATERS	Water Heater 40 Gallon Elect. 240/3500W (Copper)	1.00
	FIXTURE	Water Cooler HI / LO	1.00
	FIXTURE	Water Closet Handicap (ADA) Elongated (Copper)	3.00
	FIXTURE	Mop Sink Floor Mount 24" X 24" (Copper)	1.00

MOBILELEASE

Modular Space, Inc.

Mobile Offices and Modular Buildings

FIXTURE	Lavatory Wall Hung (Copper)	2.00
ACCESSORIES	Recirculating Pump & Pipe	
ACCESSORIES	Mirror 18" X 36" Channel Frame	5.00
ACCESSORIES	Toilet Paper Holder	5.00
ACCESSORIES	Expansion Tank	1.00
ACCESSORIES	Grab Bars	3.00
ACCESSORIES	Partitions Non-Handicap (ADA) Stall	2.00
ACCESSORIES	Partitions Handicap (ADA) Stall	2.00
ACCESSORIES	Floor Drain W/ Trap-Guard	2.00
ACCESSORIES	Grab Bar 18" Vertical	3.00
ACCESSORIES	Partitions Urinal Screen	2.00
MECHANICAL		
A/C - WALL MOUNT	A/C 3 Ton 3ph / Natural Gas Wallmount HVAC	8.00
CRV'S & ECONOMIZERS	CRV3 For 2.5 - 3 Ton A/C	8.00
OTHER	Return Air Plenum Wall	
MECHANICAL		
OTHER	Fiberglass Duct Supply, Flex, Collars & S/A Grill	
OTHER	Fiberglass Duct Return, Flex, Collar & Grill	
DAMPERS	Damper - Fire / Smoke - 28" X 8" w/Access Panels, Hook-up to FA by Other on Site	12.00
FURNISHINGS		
MISCELLANEOUS	Wire Shelf 12" (3) 4' Shelves (1 per closet)	12.00
OTHER		
STATE APPROVALS	State Code NM	1.00
ROOF LOAD	Roof Load 20#	1.00
WIND LOAD	Wind Load 90 MPH	1.00
SEISMIC DESIGN	Seismic Design C	1.00

Items To Be Furnished or Installed by Mobilease:

1. Local building permits, permit fees or inspections.
2. Foundation designs for below grade piers. Mobilease envisions TISA installing drilled piers 24" in width and 36" in depth finished at grade. Mobilease will use CMU to construction the piers above grade to place the buildings onto.
3. Supply and install the modular building as specified in this proposal.
4. Mobilease will place each building onto the provided foundation and secure with ground anchors.
5. Mobilease will seam the interior and exterior of the buildings once placed onto the foundations.
6. We will tie into both the potable water line and sewer line under each building at a point of 5' out for connection to fixtures.
7. Furnishing and installing electrical disconnect including feeds from disconnect to manufacturer installed subpanels.
8. Tie in Gas lines from outside the buildings to each of the wall mounted HVAC units.
9. Supply and install Ramps, stairs and landings.
10. Construct a exposed wood awing 8' in depth and 10' in width at the main entry on each building.
11. Site Install Stucco Finish on the exterior of each building. (Color to be selected by TISA)
12. Provide Dumpsters or dump fees for waste removal.
13. Provide Temporary restroom facilities.

Exclusions

1. Rock excavation or high ground water pumping- in the event these are discovered while excavating for the utilities they will be billed as an additional charge for time and materials.
2. Electrical power feeds outside of five feet from building foot print as well as electrical meter.
3. Water and Sewer main line outside of 5' from the building.
4. Gas service outside of 5' from the building.
5. Fire Sprinkler systems.
6. Fire Alarm Devices and Monitoring equipment.
7. Low Voltage and data systems – Buildings will be provided with jboxes and conduit stubbed above the drop ceiling for TISA to install wire and devices. See specs
8. Computer or security systems.
9. Furniture or appliances.
10. Phones or Data equipment.
11. Zoning or Utility Approvals from the City of Taos including site amendment.
12. Items not listed in this proposal are not to be assumed to be included. Consult Mobilease for further clarification.

	T	W	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
	May 14, '17						May 21, '17						May 28, '17						Jun 4, '17						Jun 11, '17						Jun 18, '17										
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Jun 25, '17										Jul 2, '17					Jul 9, '17					Jul 16, '17					Jul 23, '17					Jul 30, '17				
Project: Preliminary Taos Site Develop																																		
Date: Wed 3/15/17																																		
Task	Progress										Milestone	External Tasks																						
Split	Progress										Summary	External Milestone																						
Progress	Progress										Project Summary	Deadline																						

General Terms and Conditions of Lease Agreement

EXHIBIT B

Lease Payment Schedule

(See Attached)

EXHIBIT B

Payment	Buyout Price	Payment	Buyout Price
1	\$ 1,167,310.14	49	\$ 758,632.59
2	\$ 1,159,590.06	50	\$ 749,197.77
3	\$ 1,151,839.54	51	\$ 739,721.08
4	\$ 1,144,058.39	52	\$ 730,202.26
5	\$ 1,136,246.40	53	\$ 720,641.01
6	\$ 1,128,403.37	54	\$ 711,037.06
7	\$ 1,120,529.09	55	\$ 701,390.11
8	\$ 1,112,623.36	56	\$ 691,699.89
9	\$ 1,104,685.95	57	\$ 681,966.11
10	\$ 1,096,716.67	58	\$ 672,188.47
11	\$ 1,088,715.29	59	\$ 662,366.69
12	\$ 1,080,681.61	60	\$ 652,500.46
13	\$ 1,072,615.41	61	\$ 642,589.50
14	\$ 1,064,516.47	62	\$ 632,633.50
15	\$ 1,056,384.57	63	\$ 622,632.16
16	\$ 1,048,219.50	64	\$ 612,585.19
17	\$ 1,040,021.03	65	\$ 602,492.27
18	\$ 1,031,788.95	66	\$ 592,353.11
19	\$ 1,023,523.02	67	\$ 582,167.38
20	\$ 1,015,223.02	68	\$ 571,934.79
21	\$ 1,006,888.72	69	\$ 561,655.02
22	\$ 998,519.90	70	\$ 551,327.75
23	\$ 990,116.32	71	\$ 540,952.67
24	\$ 981,677.76	72	\$ 530,529.47
25	\$ 973,203.98	73	\$ 520,057.81
26	\$ 964,694.74	74	\$ 509,537.37
27	\$ 956,149.81	75	\$ 498,967.84
28	\$ 947,568.95	76	\$ 488,348.88
29	\$ 938,951.92	77	\$ 477,680.17
30	\$ 930,298.49	78	\$ 466,961.37
31	\$ 921,608.40	79	\$ 456,192.14
32	\$ 912,881.41	80	\$ 445,372.16
33	\$ 904,117.28	81	\$ 434,501.08
34	\$ 895,315.76	82	\$ 423,578.57
35	\$ 886,476.61	83	\$ 412,604.27
36	\$ 877,599.56	84	\$ 401,577.85
37	\$ 868,684.36	85	\$ 390,598.96
38	\$ 859,730.77	86	\$ 379,367.25
39	\$ 850,738.53	87	\$ 368,182.36
40	\$ 841,707.37	88	\$ 356,943.94
41	\$ 832,637.05	89	\$ 345,651.64
42	\$ 823,527.29	90	\$ 334,305.09
43	\$ 814,377.84	91	\$ 322,903.94
44	\$ 805,188.43	92	\$ 311,447.81
45	\$ 795,958.79	93	\$ 309,936.35
46	\$ 786,688.66	94	\$ 288,369.18
47	\$ 777,377.76	95	\$ 276,745.94

Payment
48

Buyout Price
\$ 768,025.83

Payment
96

Buyout Price
\$ 265,066.24

FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN MOBILEASE MODULAR SPACE, INC.
AND TAOS INTEGRATED SCHOOL OF THE ARTS

Mobilease Modular Space, Inc. a New Jersey Corporation ("Lessor") and Taos Integrated School of the Arts, a New Mexico public charter school ("Lessee") entered into a Lease Agreement dated April 1, 2017 ("Lease Agreement") and the parties desire to amend the Lease Agreement as set forth herein.

WHEREAS, the Lease Agreement contemplates that the parties will amend the Lease Agreement if the Lessee requested change orders that resulted in additional expenses not contemplated in the "Equipment Specifications and Installation Work" described in Exhibit A attached to the Lease Agreement.

WHEREAS, at Lessee's request, Lessor completed the work in Lessee's change orders according to Section 3(a) and 3(f). The Lessor provided itemizations of the final tenant-requested work which are attached hereto as Exhibit 1 and Exhibit 2.

WHEREAS, Lessee agrees that the work completed in the change orders or tenant improvements were completed on behalf of Lessee at Lessee's request and Lessee's satisfaction and that pursuant to Section 3 of the Lease Agreement, Lessee agrees to increase the Monthly Rate as stated on page 1 of the Lease Agreement to cover Lessor's increased costs and expense of providing the additional tenant improvements as described in Exhibit 1 and Exhibit 2.

NOW THEREFORE, the parties agree to the following Amendment to the Lease Agreement:

1. Page 1 of the Lease Agreement under "I. Lease Payments" shall be amended by increasing the Monthly Rate from \$16,610 per month to \$19,365.38, beginning on April 1, 2018 and through the final term of the Lease Agreement.

All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Lease Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, Lessor has caused this Amendment to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Amendment to be executed in its name by its duly authorized officers, as of March 20, 2018.

LESSOR:

Mobilease Modular Space, Inc. a New Jersey Corporation

By: Peter Barton

Its: President

LESSEE:

Taos Integrated School of the Arts

By: Julee LaMure

Its: President of the Taos Integrated School of the Arts
Governing Council

EXHIBIT 1



Modular Space, Inc.

201 Route 130 Pedricktown, NJ 08067
 Phone: (856) 686-9600
 Fax: (856) 686-9240

TENANT IMPROVEMENTS SUMMARY

TISA Change Items	Location	Change Description	Change Cost
<i>Elementary School</i>			
#1 Increase building footage to meet desired classroom sizes.	Build Footprint	Increase building width from 56' to 65'.	\$38,450.00
#2 Provide a credit for single phase electric.	Electrical equipment throughout	Change electrical equipment from three phase electrical to single phase electrical	(\$3,870.00)
<i>Middle School</i>			
#1 Floor Plan Update	Building Footprint	Update the floor plan per the floor plan provided by Amtex Corporation	\$0.00
#2 Clear Span Roof	Multi-Purpose Room	Provide upgraded roof trusses and remove support post in the Multi-Purpose Room.	\$6,890.00
#3 Provide a credit for single phase electric	Electrical equipment throughout	Change electrical equipment from three phase electrical to single phase electrical	(\$3,832.00)
#5 Cabinets and Counter Top	Multi-Purpose Room	Provide Cabinets, counter top and service sink.	\$12,840.00
BALANCE OF TENANT IMPROVEMENTS		Change Order Total	\$50,478.00

Mobilease Modular Space Inc.

Taos Integrated School of the Arts

Approved by:

Peter Barton

Approved by:

Richard Gyzoff

EXHIBIT 2



Modular Space, Inc.

201 Route 130 Pedricktown, NJ 08067

Phone: (856) 686-9600

Fax: (856) 686-9240

**TENANT IMPROVEMENTS
SITE DEVELOPMENT**

Cost Summary Division	Location	Scope of Work	Division Cost
<i>Elementary & Middle School Site Development</i>			
Division #1	General Conditions	Includes Project & Site Management, Engineering, Staking & Surveying, Testing, Plans & Copies, Dumpsters & Toilets, Contingency, and Permits	(\$2,268.19)
Division #2	Site Work	Includes Mobilization, Site Clearing, Soil Grading including soil Import & Export, Construction of Retention Ponds, Storm Drains, Driveway Development, Erosion Control and Fine Grading	\$115,107.30
Division #15	Mechanical	Includes Excavation and Installation of Water & Sewer Main Lines, Taps into existing City Lines,	\$23,826.00

Division #16	Electrical	Includes Installation of new equipment for overhead electrical, Excavation and installation of conduit for electrical laterals, New Main Distribution Panel and Equipment, Supply of New Fire Alarm Equipment	\$40,232.88
		Total Phase 2 Costs	\$176,897.99
		Fees	\$20,610.69
		Final Phase 2 Total Due	\$197,508.68
		Down Payment Made to Mobilease by TISA for Phase 2	(\$65,000.00)
BALANCE OF TENANT IMPROVEMENTS			\$132,508.68

Mobilease Modular Space Inc.

Approved by:

Peter Barton

Taos Integrated School of the Arts

Approved by:

Richard Lygroff



TAOS INTEGRATED SCHOOL OF THE ARTS

EDUCATIONAL SPECIFICATIONS & 5 YEAR FACILITIES MASTER PLAN

Taos, New Mexico | 2022 - 2027

118 Toalne Street
Taos, NM



HENRY ARCHITECTS

7.12.2022

ACKNOWLEDGEMENTS

Taos Integrated School of the Arts

118 Toalne Street Taos, NM 87571
tel. (575) 758-7755,
sadie@tisataos.org

Initial charter date - 2010
First year of operation (planning year) 2009
charter renewal - 2015
Current enrollment cap - 216

Governance Council

Julee LaMure, President
Andrea Nicholson, Secretary
Linda Seto, Member
Alison Haney, Member
Sarah Dziejewczynski, Member
Yvonne Trujillo, Member
Alejandra Villalobos Melendez, Member

Steering Committee Members

Linda Seto, Teacher/ Governance Council/ Friends of TISA
Alison Haney, ParentTeacher/ Governance Council
Richard Greywolf, Director

PSFA

John Valdez, Facilities Master Planning Manager

Planning Consultant

Henry Architects LLC



I. Introduction

A. Charter School Overview

1. Initial Charter
2. First Year of Operation
3. Enrollment Cap
4. Basic Facility Information
5. Review if Statewide adequacy Standards

B. Planning Process

1. Process
2. Participation
3. Steering Committee

II. Existing and Projected Conditions

A. School Educational Programs and Curriculum Delivery Methods

1. Educational Structure
2. Overview of school's Educational Program
3. Anticipated Special Curricular/ Extracurricular Activities
4. Anticipated Changes

B. Site and Facilities

1. Site location Map
2. General Description
3. School's Location

III. Capacity and Utilization Analysis

A. Capacity Analysis

1. Max. Capacity
2. Functional Capacity

B. Utilization Overview

1. Classroom Data
2. For Facility
3. Utilization Data
4. Existing Facility ability to accommodate enrollment

IV. Capacity and Utilization Analysis

A. Facility Concept

1. Desires

B. Space Requirements

1. PSFA Space Requirements
2. Spaces with waived adequacy Standards

V. Capital Program

A. Available funding

1. Funding History
2. Current and Future Financial Resources

B. Planning Strategy

1. School needs
2. School needs lease
3. Maintenance needs



C. Planning Implementation

1. Prioritization
2. Capitol
3. Systems
4. Security
5. Broadband
6. Maintenance

VI. Technical Appendix



Abbreviations, Acronyms/ Definitions

Abbreviations, Acronyms/ Definitions

ADA.	Americans with Disabilities Act
AMOG	Annual measurable objectives
AYP	Annual yearly progress
CIP	Capital improvement projects or plan
EdSpec	Educational specifications
FAD	Facility adequacy database
FMP	Facility Master Plan
FCI	Facility condition index
GC	Governing Council
GSF	Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable (the area remaining is called "tare," which includes areas such as hallways, mechanical areas, rest rooms, and the area of interior and exterior walls)
HVAC	Heating, ventilating, air conditioning
IEP	Individualized education program
NASF	Net assignable square feet, or the total of all assignable areas in square feet
NMAC	New Mexico Administrative Code
NMCI	New Mexico Condition Index
NMPED	New Mexico Public Education Department or PED
PE	Physical education
PSCOC	Public School Capital Outlay Council
PSFA	Public School Facilities Authority
PTR	Pupil/teacher ratio
TISA	Taos Integrated School of the Arts
TMSD	Taos Municipal School District
WAP	Wireless access point





henry architects
p.o. box 488
taos, new mexico
87571

September 26th, 2022

TO: **John Valdez, PSFA Master Planner**
1312 Basehart SE
Suite 200
Albuquerque, NM 87106-4365
Telephone: (505) 843-6272
Facsimile: (505) 843-9681
6301 4th Street NW Suite I
Albuquerque, NM 87107

RE: **Taos Integrated School of the Arts Facility Master Plan**

Dear Mr. Valdez;

The Taos Integrated School of the Arts Governance Council voted to approve this Facility Master Plan Document in their August 16th meeting. Please see item VIII of the GC meeting minutes. These minutes are incorporated for reference in the Appendix of this document.

Please let me know if you need any further information from us.

Warmly,

Alix

Henry Architects llc, Alix W. Henry, AIA NCARB

Architect on behalf of the Taos Integrated School of the Arts



A. Charter School Overview

1. Initial charter date - 2010
2. First year of operation (planning year) 2009
3. Current enrollment cap - 216
4. Basic Facility Information:
Taos Integrated School of the Arts (TISA) is currently located on 118 Toalne Street in Taos, NM 87571. The school has a lease with an option to purchase agreement. The charter school owns the land but not the buildings.

The school manages maintenance by internally providing janitorial services. The school retains the services of local contractors (Phoenix Mechanical) for electrical, plumbing and HVAC services as needed.



The year of the initial charter is 2010. TISA integrates the arts—visual arts, dance, music and theater – into the general learning process and they are interwoven throughout the lessons using a thematic, interdisciplinary, project-based approach to instruction. TISA also educates with a vision of the “TISA Graduate” in mind, and the curriculum work backwards from 8 to K using two Essential Questions – like the side-rails of a ladder – to guide a student up and through the complete experience. These Essential Questions are: “Who am I?” and “What is Design?” Students re-visit these questions in a fashion appropriate for their class and the content of the lessons.

This document is a combination of the Facilities Master Plan (FMP) and Educational Specifications (EdSpec) for the Taos Integrated School of the Arts K-8th Grade School which is a state-chartered public school in Taos County, NM. The intent of the plan is to guide capital planning decisions that support the charter school’s educational mission and that meet minimum state adequacy standards for school facilities. The Public School Capital Outlay Council (PSCOC) and the Public School Facilities Authority (PSFA) require that all New Mexico public charter schools develop+ a five-year FMP and EdSpec as a prerequisite for eligibility to receive state capital outlay assistance. This facilities master plan and educational specifications is in accordance with guidance issued by the PSCOC and PSFA.

This document identifies specific current and projected facility needs for accommodating the charter school’s anticipated five-year enrollment, and forecasts strategies and required resources for implementing those needs. The document is a flexible facility planning tool that the school can revise on a periodic basis as conditions change. The plan identifies capital needs and allocates resources to address the following facility issues:

Life/health/safety, Educational and programmatic needs and curriculum needs, Provision for growth (additions and new construction), Facility Renewal Needs (renovations/ refurbishment), Educational technology, Energy management

Statement acknowledging review:

We have reviewed the:

- o Statewide Adequacy Standards NMAC 6.27.30
- o Charter-Alternative School Statewide Adequacy Standard Variance



B. Planning Process

Process for Data Gathering and Analysis

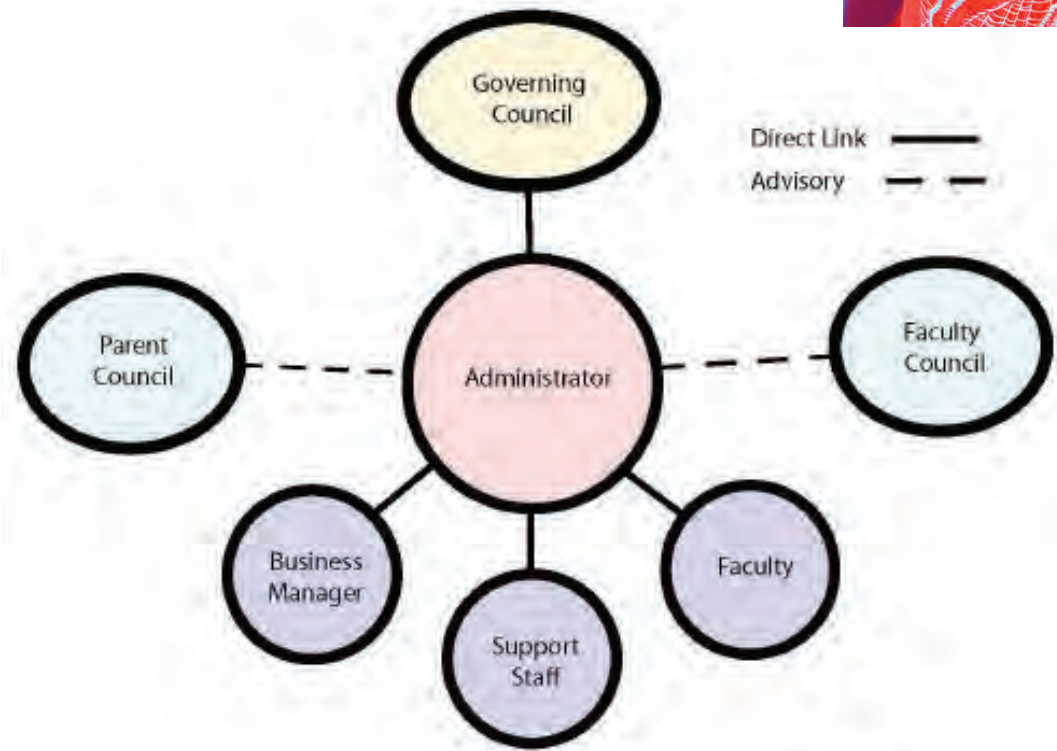
The individual representing the school authorized as contact on issues and questions related to this submission is:
Alix Henry, AIA; Henry Architects, LLC. 575.776.2761/ henry.architects@gmail.com.

Authority and Facilities Decision Making

The Director is the lead administrator for all operations and functions within the school. The Director has final authority in assuring that the school meets all required rules and regulations related to site management. The school generally (in non-covid years) does intensive, long-range planning early and late in the school year, when it conducts more in-depth programmatic assessments. All staff participate. Fiscal decisions involve the business manager, who consults with outside resources as needed and presents financial reports at the Governing Council meetings. The administration and support staff maintain the infrastructure, manage the fiscal operations, establish and maintain the systems for student records, grades, credits, state reporting, etc. All parent councils, advisory committees and community groups report directly to the Director.

Planning process The process for capital planning and decision making is collaborative between the teachers, parents, administration, business manager, governing council, Friends of TISA and consultants. The governing council votes on the actions and makes the decisions regarding the capital planning. The Governing Council consists of five to seven community volunteers. Their responsibility is that of a regular school board. They are responsible for the school's financial health, for monitoring student achievement, and for insuring that the school is fulfilling the mission of the charter.

TISA is overseen by a Governing Council which delegates responsibilities to the Administrator and Business Manager. The Business Manager is supervised by the Administrator. The Administrator is the Governing Council's chief operating officer and oversees the staff and educational program.



1. Process Used to Create the FMP The meetings were advertised on the TISA website, and specific members of the TISA community with key interests were consulted with, and invited to participate in the process. TISA sent out e-mails to the school community including parents and faculty/ staff to participate in the facility needs assessment. also posted on facebook.

2. Community/ School Participation The president of the Governing Council, and school director communicated the process to the school's community via written notice that was posted on the TISA website. HA presented preliminary findings to a GC meeting in May 2022, to receive input and feedback and to update the GC on the requirements for the next steps of the FMP. Input was recorded and has been incorporated into this document.

3. Role of Steering Committee The facilities steering committee has been in existence in one form or another since the school's inception. Henry Architects (HA) worked with a steering committee, whose members represented the administration, Governing Council (GC) staff, and Friends of TISA members to understand and document the charter school's programs and delivery methods, and to establish facility needs to support the charter's educational requirements. Members of the steering committee brought information to the table based on knowledge of the school's community, and best practices for the benefit of the students. The planning team brought facilities experience to the table and held meetings for information-sharing, feedback and decision-making. The business manager and school attorney were advisors at key stages in the process.

On December 9, 2021 and a follow up meeting in February. the TISA Director and the Governing Council held an open meeting for parents, governing council members, students and staff were invited. generated a document listing the School's Needs/ Priorities list. Below is this list:

TISA Facilities 5/10/2022

Needs/Priorities

- NK= Outdoor Learning Spaces; Covered picnic tables, log or other seating, shades or pavilions, amphitheater, game field, sandbox, etc. shade structures with paved floor for outdoor classroom instruction
- OK= Multipurpose Building to house STEM, PE, art, dance, theater, music, Spanish, with a stage. Multi-purpose building with theater space with stage, back stage, audience pull-out stage and/or pull-out stadium seats which could house a lunch room
- PK= (2) New Classroom Buildings if class sizes are increased.
- QK= Grass or artificial turf in some outdoor areas
- RK= Science Lab
- SK= Additional air filtration systems for buildings
- TK= Fix or pave parking lot
- UK= More storage for classrooms
- VK= Expand landscaping to stabilize land around new pavilions.
- NMK= Security System
- NNK= Windows for room with no windows at the director's office
- NOK= Black out shades for classrooms
- NP K= School Library
- NOK= Orchard
- NRK= Shelter for dismissal/ hang out
- NS K= Teacher's prep space

Steering Committee Members:

In covid years, the Governing council members are the steering committee. In non- covid years, this group also consists of parents and students.



II. Existing and Projected Conditions

A. School Educational Programs and Curriculum Delivery Methods

1. Educational Structure

In TISA's classes and teachers are organized by grade level, K - 8th. TISA operates on a 4 day schedule with Fridays being for staff development. Each grade currently has one teacher and there are 4 teachers that teach STEAM, Spanish, visual arts and performing arts. Each class is equipped for art, and other extracurricular activities, which will be taught by the same teacher for each grade. TISA is overseen by a Governing Council which delegates responsibilities the Administrator and Business Manager. The Business Manager is supervised by the Administrator. The Administrator is the Governing Council's chief operating officer and oversees the staff and educational program.

Instruction generally occurs in the main rooms dedicated to each grade. Kindergarten, 6th, 7th and 8th Grades have a dedicated language arts/ social studies, Math, and Science teacher. The students rotate between 3 rooms. The desired class size/ pupil/ teacher ratio is 24 to 1.

Scheduling approach

In the 2021/ 2022 school year, TISA is on a 4 day schedule, from Monday to Thursday. For 2022-2023 TISA will have ETLP extended time learning program, provide tutoring, clubs and aftercare; and K-5 plus is adding 12 mandatory Fridays for the K-5

Special/ Extracurricular Activities

Clubs and tutoring occur until 4:00; and aftercare extends until 5:00 on Monday-Thursdays.



Taos Integrated School of the Arts | 2022-2023 CALENDAR

AUGUST '22 <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>Th</td><td>F</td><td>S</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table> <p>8/10 – 1st day of school 8/12 – Friday in Session 8/16 – Board Meeting 8/26 – Friday in Session</p>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				2/8 – 120 th Day Rep. 2/16 – Report Cards 2/17 – Friday in Session 2/21 – Board Meeting	FEBRUARY '23 <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>Th</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																	
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2. Overview of school's Educational Program/ Philosophy Relation to Facilities

TISA Mission Statement:

The Taos Integrated School of the Arts, in partnership with parents and community, provides K-8 students in the Taos Municipal School District with the opportunity to reach their maximum potential through a standards-based, multicultural, thematic, and arts-integrated curriculum. Arts integration creates more meaningful learning through using the arts—visual art, drama, music, dance—as a catalyst to create broader and deeper learning experiences. Taos is a multicultural community steeped in artistic tradition. TISA is a school that provides students with a multicultural world view while utilizing thematic units and the arts to facilitate academic learning. Our mission is to educate the whole child in order to cultivate in young people the skills, knowledge, and values they need to reach their highest potential.

To deliver the educational program TISA will require adequate spaces for the integrated arts program. The school would utilize a multipurpose space that would encourage exploration in the dramatic, dance and musical arts. A theater space with adjacent flex spaces would cultivate these skills thereby enhancing the student's educational experience.

TISA also benefits from indoor/ outdoor educational spaces. The visual arts can benefit from a connection to the outdoors.



3. Anticipated Special Curricular/ Extra Curricular Activities

Auditorium/ Multipurpose building for producing plays, music, dance and to allow for the exploration of large visual arts. TISA currently hosts aftercare on the existing campus.

4. Anticipated Changes to the Charter

If the demand presents itself, TISA would consider adding one classroom per grade to double the potential enrollment.



B. Site and Facilities

1. Site Location Map

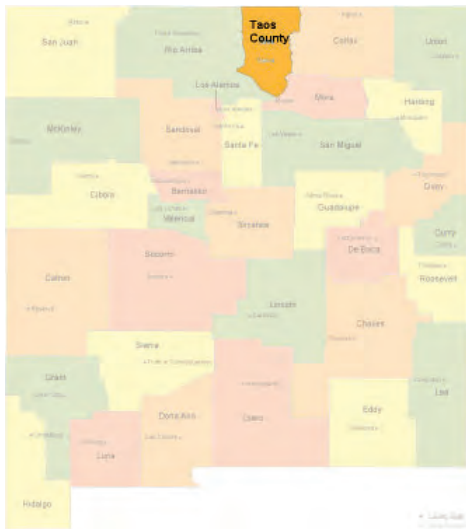
TISA is a consolidated campus located within the Town of Taos. The property was purchased and developed in 2017.

2. General Description of the School's Site and Facilities

The campus consists of two classroom buildings for k-8 classrooms, multi-purpose space, break out rooms and administrative office.

3. School's Location is Strategic

The campus is located within the limits of the Town of Taos. It is centrally located with the advantage of being within walking distance of the downtown Taos Historic District. It is walking distance of residential neighborhoods. TISA does not intend to relocate the facilities. In Non-covid years, TISA students walk to the Harwood museum, and TCA. They can use public transportation to visit the Youth and Family Center run by the Town of Taos.

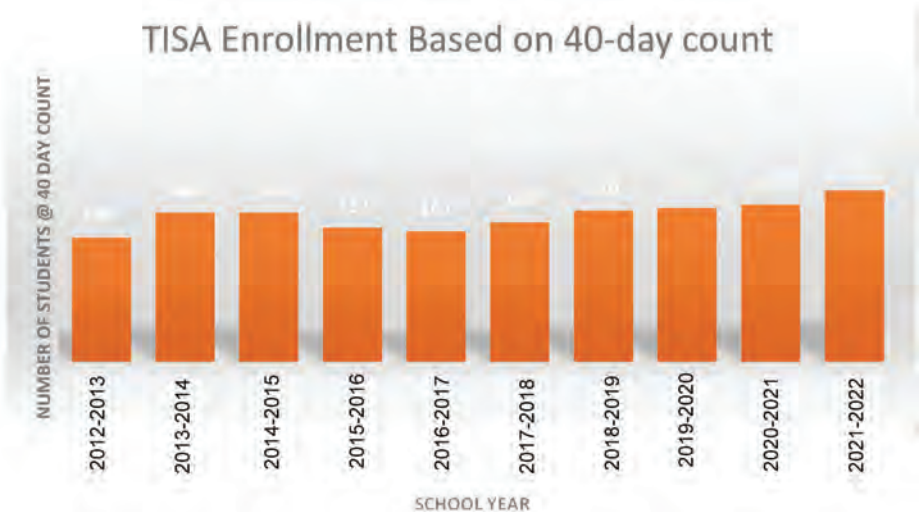


C.Enrollment and Charter School Cap

1. PROVIDE TABLE Charts the previous 10 years of enrollment base on the 40-day count

Enrollment by Year

YEAR	40 Day Count
2021-2022	193
2020-2021	177
2019-2020	173
2018-2019	170
2017-2018	157
2016-2017	147
2015-2016	151
2014-2015	168
2013-2014	168
2012-2013	140



Enrollment

The current enrollment is 199. Maximum Enrollment (cap) is 216 students. The school is not anticipating exceeding this capacity. If TISA meets the capacity and gets a waiting list for each grade, TISA might pursue doubling the classrooms, graduated approach, adding an additional class per grade, per year starting with Kindergarten. The school intends on meeting the enrollment cap by advertising and increasing the desirability of the school. As this relates to the facilities, the school would expect to draw more community interest if there were a theater building and the landscape elements were upgraded.

Classroom loading policy

Maximum classroom loading is 24 per grade. Student to teacher ratio is 1:24. Typically TISA will require an average of 24 students per class. Their class room loads will typically remain the same with the need for more classrooms for specific specialty uses the future.

Classroom needs

The current buildings do not limit the ability to reach the cap, however a stage building would likely be an important amenity to attract students to reach the charter school cap. TISA intends to maximize the enrollment cap as soon as possible.

2. Relevant Factors that influence the School's Enrollment

Having a facility that allowed for theater productions in the dramatic, dance and musical arts would increase the educational opportunities for this arts- based school.



A. Capacity Analysis

1. Maximum capacity of facility is 216 students

B. Utilization Overview for Existing Facility

1. Classroom Data

TISA utilizes 9 classrooms. K-5th grade which house each class for all classroom activities. The 6th, 7th and 8th grade classrooms are occupied by the middle schoolers, and the students switch between spaces for math, science, language arts/social studies. Teachers currently don't have adequate breakout or prep space. In addition to these classrooms, TISA requires 4 break out rooms for performing arts, STEAM, Spanish and visual arts; and 3 breakout rooms for reading specialists, OT/PT and Speech.

There are no portable classrooms.

See Technical Appendix at the end of this document for labeled floor plans.

2. For Facility- Present Specialty Spaces

TISA has a front lobby and administrative office with a private director's office. There is 1 OT/PT/ SPEECH space. There is one Counseling space. There is a break out space each for Music and Visual Art. Student dining occurs in the multi-purpose room. Kitchen facilities are limited to existing sinks and prep space.

See Technical Appendix at the end of this document for labeled floor plans.

3. School's Utilization Rate

Teachers currently don't have adequate breakout or prep space. TISA is limited in space for special services spaces such as small breakout, OT, OT, visual, musical, dance and dramatic arts. The vision is a community theater space that is integral to the campus.

4. School's Ability to accommodate Enrollment and Educational Program

In response to COVID and recent space requirements for schools during a pandemic, TISA intends to continue to utilize outdoor instructional spaces, and has considered these in the master planning process. It is also appropriate to consider the construction of a new theater/ stage building and additional classroom buildings. Additional spaces will allow for the development of curriculum and flexibility in instructional spaces. New buildings with new mechanical systems will allow the school to improve outside air exchange rates and filtration per the PED's recommendations for HVAC.



IV. Proposed Facility Requirements

A. Facility Concept

1. Concepts the School Desires in its Own Building

TISA intends to develop the existing property within the town of Taos to improve function, security, safety and educational programming.

Improved safety at pick up and drop off is a desire for the campus. This includes better control of car speed and improved relationship and increased safety for the neighborhood.

The facilities should be as energy efficient as possible to reduce the utility expenses and improve on occupant experience.

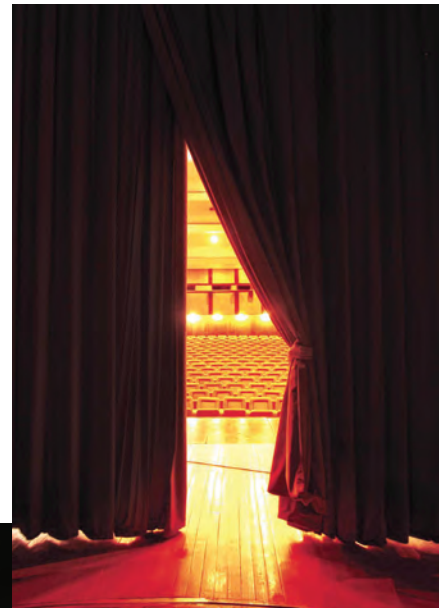
TISA aspires for flexible spaces that can accommodate substantial performances with a 300 person audience; as well as added smaller spaces for small student to teacher ratios and special education break out spaces. This space will be used for enhancing STEM curriculum, and Physical Education Programming.

TISA does not intend to increase the acreage at this time unless adjacent properties become available.

The TISA site can be further developed for creative, unique, useful outdoor learning including development of the existing greenhouse and associated gardens, cleaning up and preserving the existing asocquia; improving on accessible paths, playgrounds and outdoor picnic spaces.

The Bus/ parent pick up area would be improved with a covered pavilion for weather-proof waiting space.

The existing technology shall be upgraded as necessary for the educational programming.



B. Space Requirements



**2. Spaces in which the school waves adequacy standards-
NONE that we are aware of.**

C. Detailed Space and Room Requirements

1. Desired room criteria requirements:

- Technology and Communication: provide electronic secure door hardware on front door of Elementary School and Middle School/ New Stage lighting and sound system
- Power Criteria: Solar Electric System (PV)
- Lighting and Daylight Criteria: Add window to Director's Office/ Add windows to hallway side of reading coach; OT/PT/Speech; ELL offices.
- Classroom Acoustic Criteria: Acoustics for new Theater
- Furnishing and Equipment Criteria: More adaptable furniture- campus-wide





H
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NOT FOR CONSTRUCTION
PRELIMINARY

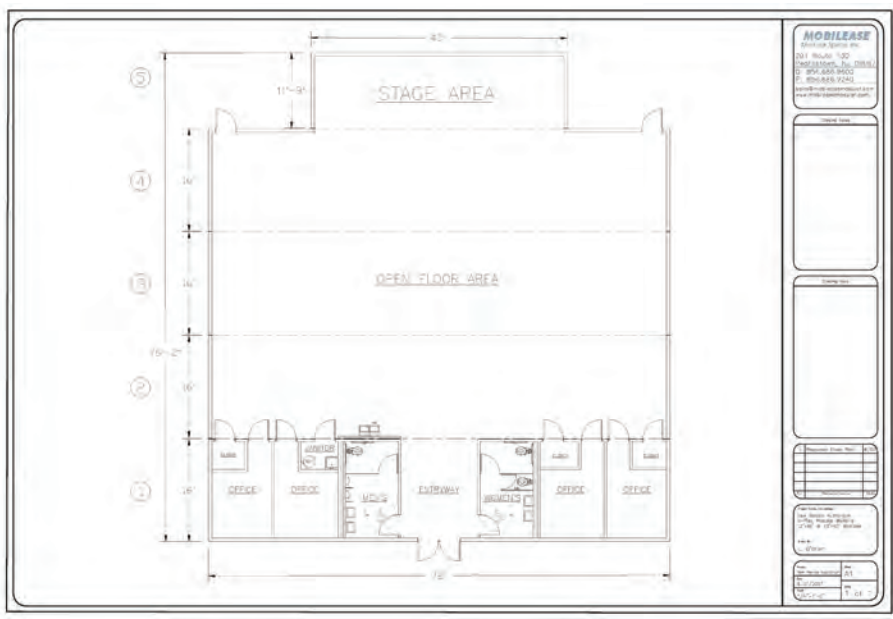
THESE PLANS AND SPECIFICATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL PROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORICAL PRESERVATION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL RESOURCE PROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHAEOPROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PALEONTOLOGICAL RESOURCE PROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PLANT AND ANIMAL RESOURCE PROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VISUAL QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOUND AND VIBRATION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GEOTECHNICAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SEISMIC MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WIND MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY THERMAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHT MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOUND MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VIBRATION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL QUALITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GEOTECHNICAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SEISMIC MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WIND MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY THERMAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHT MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOUND MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VIBRATION MEASURES.

TAOS INTEGRATED SCHOOL OF THE ARTS
110 Toadne St., Taos, NM 87571

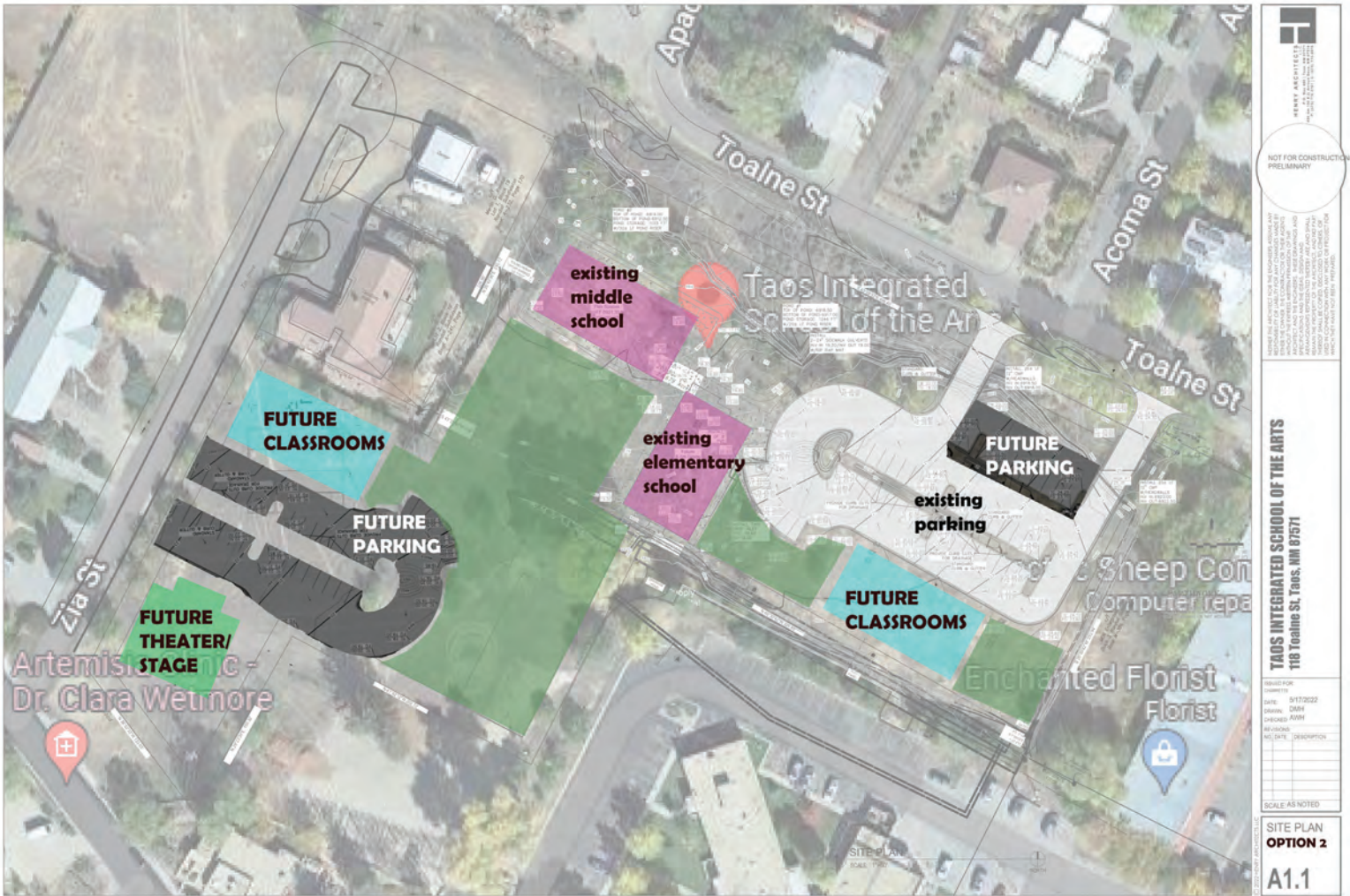
DATE: 5/17/2022
DRAWN: ZMM
CHECKED: JMM
REVISED: JMM
SCALE: AS NOTED

SITE PLAN
OPTION 1
A1.1

SCHEMATIC SITE PLAN OPTION 1

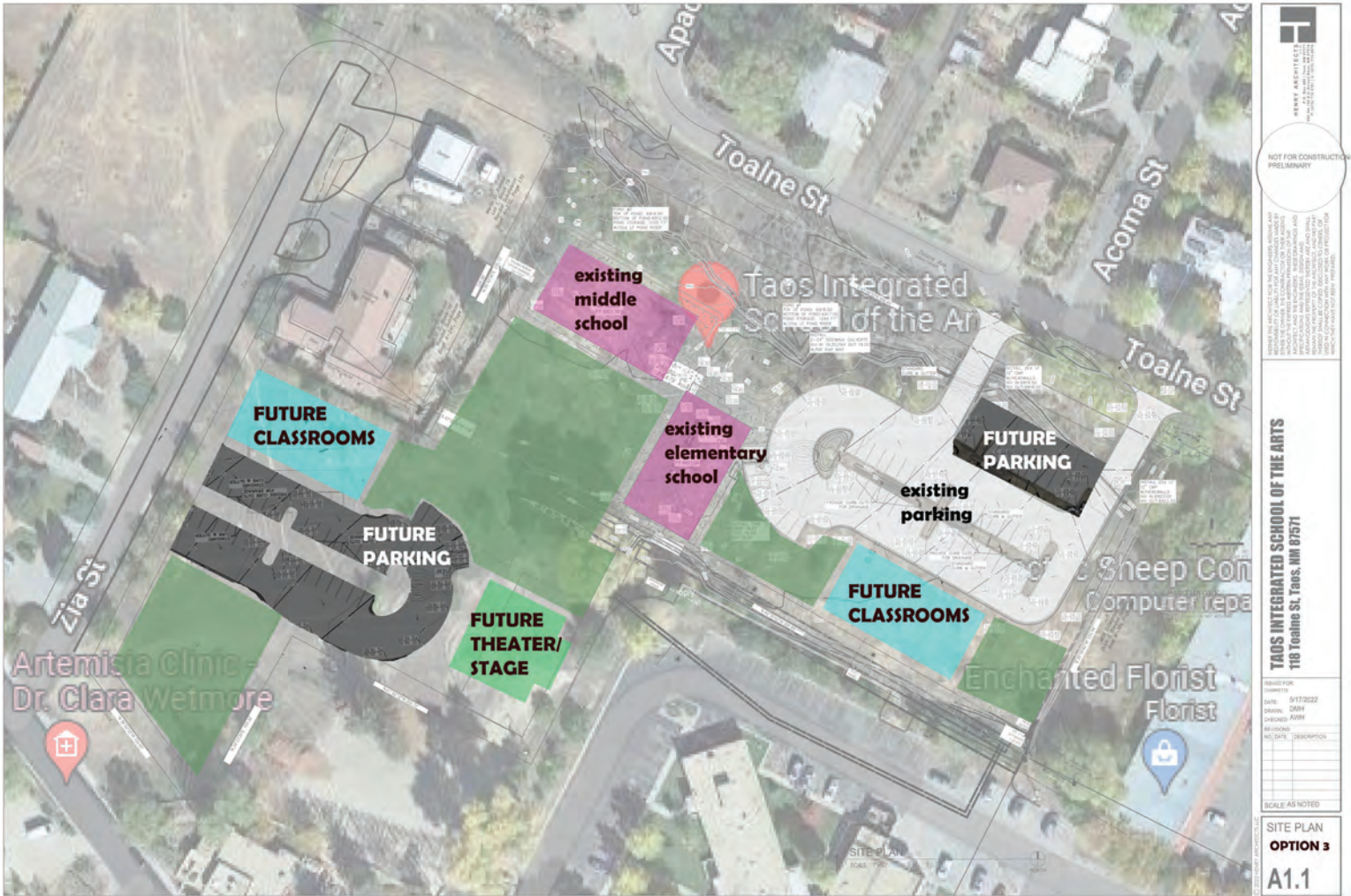


**Theater/ Stage Option
(courtesy of Mobilease)**



SCHEMATIC SITE PLAN OPTION 2





SCHEMATIC SITE PLAN OPTION 3



A. Available Funding for Capital, Systems, Security, and Technology Needs

1. Overview of School's Funding History

TISA has utilized funding from a variety of sources including SB-9 and Ed Tech.

2. Current and Future Financial Resources Available

SB-9 local funds in the amount of \$566,569.00 can be used for all capital projects. Ed Technology Equipment Act, \$94,960.00 through June 30, 2024

B. Planning Strategy

1. School is in a Lease Purchase option and intends to own the buildings within the next five years when the lease term expires. The school plans to augment the existing campus with new buildings.

2. Current and Future Financial Resources Available

SB-9 local funds in the amount of \$566,569.00 are available for current and future facilities projects.

C. Planning Implementation

1. Prioritization

Priority #1 is Theater/ Stage building with break out rooms. Priority #2 is landscaping/ permaculture/ exterior classrooms and playgrounds. Priority # 3 is a paved parking lot.

2. Next 5 years Capitol Improvements and sources of funding

New Theater/ Stage building; New Classrooms as required. SB-9; GRT funding, Grants/ lease assistance. USDA loan.

3. Next 5 years Systems Based Projects and sources of funding

Stage equipment. SB-9; GRT funding, Grants/ lease assistance. USDA loan.

4. Next 5 years Security Based Projects and sources of funding

Burglar alarm system. Electronic doors at Middle school and elementary; Pick Up/ Drop Off shelter.

5. Next 5 years Broadband Projects and sources of funding

Not necessary. School already has access through Kit Carson and Taosnet.

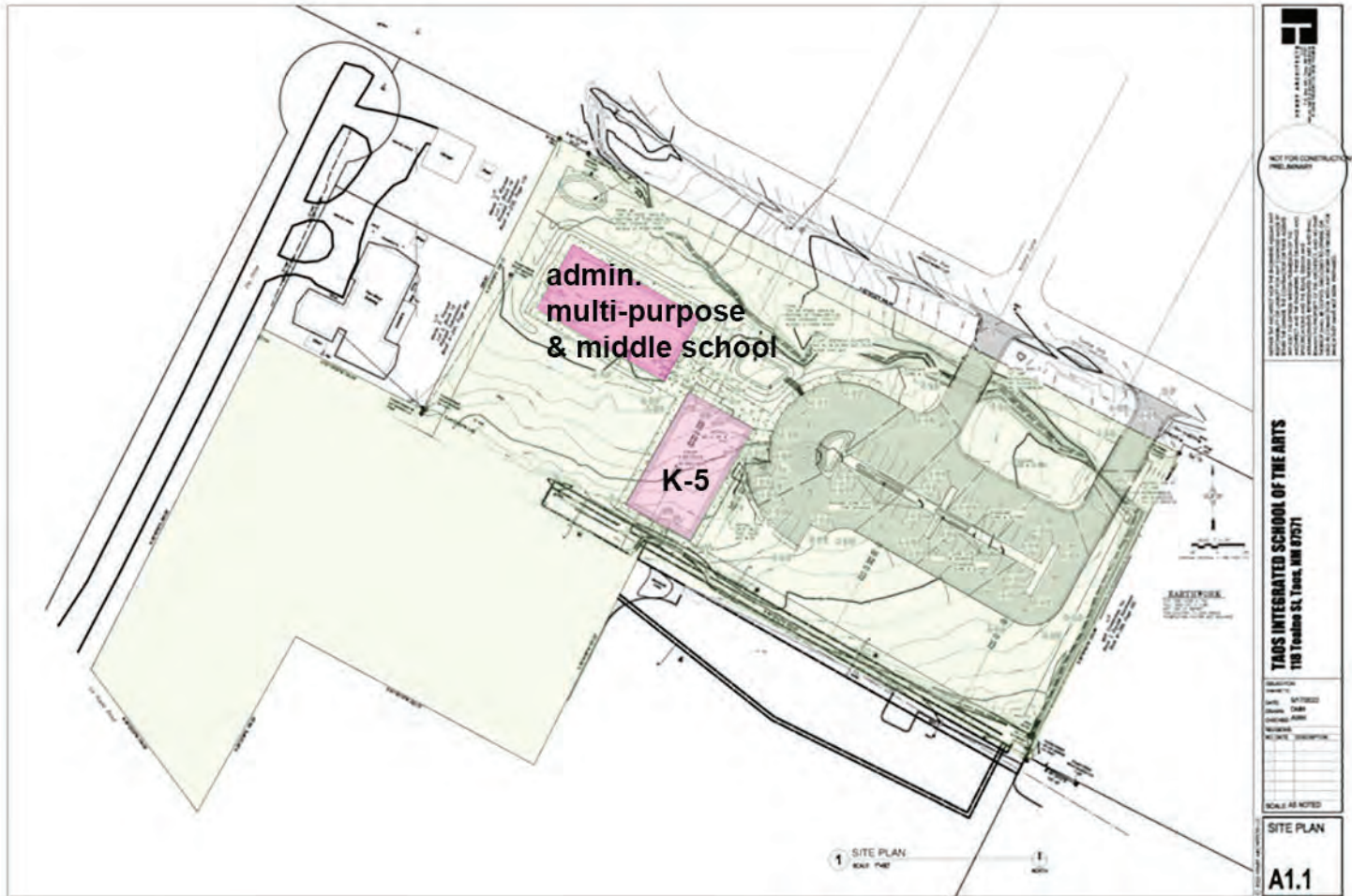
6. Next 5 years Maintenance and sources of funding

New VCT flooring throughout the buildings; new roofs; landscaping materials, astroturf, change out the current walls from vinyl-coated to 5/8" drywall with paint. Fix or replace front doors/ adjust hardware. Maintenance contract is desired.

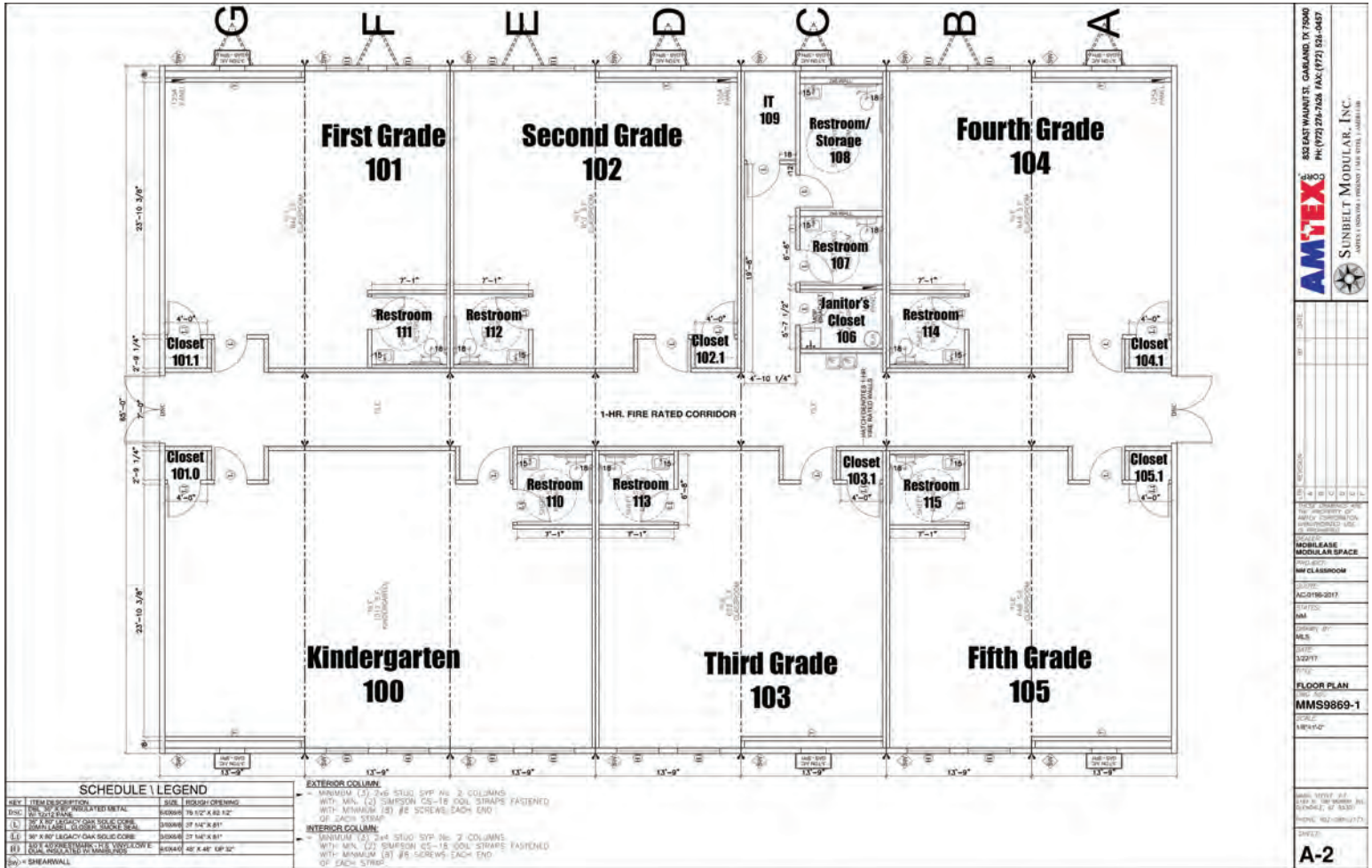


A. Attachments

1. Site Plan- EXISTING CONDITIONS



2. Floor Plan Elementary School- Existing Conditions



base drawing courtesy of Mobilease

3. Utilization Detail

UTILIZATION DETAIL-TISA EXISTING CONDITIONS


ROOM #	TEACHER ID	CLASSROOM SQUARE FOOTAGE	NUMBER OF STUDENTS ALLOWED PER ADEQUACY	NUMBER OF STUDENTS IN ROOM FOR THE SCHOOL DAY	CURRENT ROOM USE BY SCHOOL DAY/ HOUR OR CLASS PERIOD	TEACHERS/ STAFF	CURRENT ROOM USE BY SCHOOL DAY	STATEWIDE ADEQUACY STANDARD
100	299436	1017	20.34	24	8:00-4:00	kindergarten teacher and Aide	occupied full day plus aftercare 4:00-5:00	Pre-K- K 50 net sf/student
101	303365	648	20.25	24	8:00-4:00	first grade teacher and aide	occupied full day plus aftercare 4:00-5:00	Grades 1 - 5 32 net sf/student
102	356977	652	20.25	24	8:00-4:00	second grade teacher	occupied full day plus aftercare 4:00-5:00	Grades 1 - 5 32 net sf/student
103	376014	652	20.25	24	8:00-4:00	third grade teacher	occupied full day plus aftercare 4:00-5:00	Grades 1 - 5 32 net sf/student
104	379975	648	20.25	24	8:00-4:00	fourth grade teacher	occupied full day plus aftercare 4:00-5:00	Grades 1 - 5 32 net sf/student
105	319693	648	20.25	24	8:00-4:00	fourth grade teacher	occupied full day plus aftercare 4:00-5:00	Grades 1 - 5 32 net sf/student
201	313992	142		5	7:45-4:10	director, ELL, nurse, gifted		
202		142		5	7:45-4:00	Admin. Assistant and secretary		
203						IT		
204	321768	145		5	8:00-4:00	special education director and special education teacher		
205	800093	112		5	8:00-4:00	Bilingual TESOL teacher		
206	400949	585.8	21	24	8:00-4:00	Middle School Science	occupied full day plus aftercare 4:00-5:00	Grades 6 - 8 28 net sf/student
207	328663	587	21	24	8:00-4:00	Middle School Language Arts/ Social Studies	occupied full day plus aftercare 4:00-5:00	Grades 6 - 8 28 net sf/student
208	273134	587	21	24	8:00-4:00	Middle School Math	occupied full day plus aftercare 4:00-5:00	Grades 6 - 8 28 net sf/student
209	307347	112		5	8:00-4:00	Reading coach	occupied full day	
210	272701/ 350188/ 403952	112		5	8:00-4:00	Speech therapist, Occupational therapist, Physical Therapist	occupied full day	
211		314		5-10 students a day	8:00-4:00	breakout space- for projects, middle school language arts, social studies, science, math for independent work	occupied full day	
212								
213								
214								
215								
216				24	8:00-4:00	lunch, break out room for music, theater, dance, performing arts	occupied full day plus aftercare 4:00-5:00	
217	144984			10	8:00-4:00	music	occupied full day	
218	354623			10	8:00-4:00	STEAM	occupied full day	



5. Current FMAR (2017)

PSFA FMAR Portal | Facilities Maintenance Assessment & Reporting Portal

Page 1 of 7



New Mexico Public School Facilities Authority
Facilities Maintenance Assessment & Reporting Portal

[Itillotson](#) | [Log out](#)

STAFFING ≡ DISTRICT FACILITY PUBLISH

ADMIN ≡

[Print FMAR](#)

Facility Maintenance Assessment Report

Assessment Status
Active

FUID
5210012017

District ID
521

Year
2017

District
Taos Integrated School of the Arts DO

School
Taos Integrated School of the Arts

School ID
521001

FMA Date
11/29/2017

Weather

PSFA Reps
dschneider

District Reps

Overall School Maintenance Rating	
Outstanding	90.1% to 100%
Good	80.1% to 90%
Satisfactory	70.1% to 80%
Marginal	60.1% to 70%
Poor	Less than 60%
Deficiency Factors	
Life Safety, Health or Property Loss Exposure Multipliers	
Minor Deficiency	1.5 Potential Threat and No Work Order
Major Deficiency	3.5 Immediate Threat and No Work Order

Overall Rating
70.137 %

[http://fmar.nmpsfa.org/?q=fmarfinal/44/521001/2017/Taos Integrated School of the Arts ...](http://fmar.nmpsfa.org/?q=fmarfinal/44/521001/2017/Taos%20Integrated%20School%20of%20the%20Arts...) 12/13/2017



Site

View Media	View Media	View Media	View Media	View Media	View Media
Roadway/Parking	Site Utilities	Playgnd/Fields	Site Drainage	Sidewalks	Grounds
Weight 3	Weight 5	Weight 5	Weight 8	Weight 2	Weight 2
Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Satisfactory
Performance -1.89	Performance -1.89	Performance -1.89	Performance -1.89	Performance -1.89	Performance -1.89
Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None
Score -5.67	Score -9.45	Score -9.45	Score -15.12	Score -3.78	Score -3.78

Comments Roadway/Parking

Roadway parking is gravel with parking barriers in place. Signage posted along with handicap parking in place.

Comments Site Utilities

Site utilities locked and secure with hazard labels in place. Units enclosed by fence.

Comments Playgrounds/Fields

The school has (2) playground areas on site. Impact material in place along with edging. New equipment on site and in good condition.

Comments Site Drainage

Down spouts in place along with splash blocks moving water away from the building.

Comments Sidewalks

Sidewalks are less then one year old and in good condition with no raised edges or tripping hazards.

Comments Grounds

Grounds are being landscaped by the contractor during the first year of warranty.

Exterior

[View Media](#)

[View Media](#)

[View Media](#)

[View Media](#)

[http://fmar.nmpsfa.org/?q=fmarfinal/44/521001/2017/Taos Integrated School of the Arts ...](http://fmar.nmpsfa.org/?q=fmarfinal/44/521001/2017/Taos%20Integrated%20School%20of%20the%20Arts%20...) 12/13/2017



Windows/Caulking	Walls/Finishes	Entry/Exterior Doors	Roof/Flashing/Gutters
Weight 3	Weight 5	Weight 7	Weight 10
Perf. Level Good	Perf. Level Good	Perf. Level Good	Perf. Level Good
Performance -0.95	Performance -0.95	Performance -0.95	Performance -0.95
Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None
Score -2.85	Score -4.75	Score -6.65	Score -9.5

Comments Windows/Caulking

Buildings are less than one year old. No broken or damage window glass. Windows checked for proper operations.

Comments Walls / Finishes

Exterior walls have a stucco finish. No cracks or damage found

Comments Entry / Exterior Doors

Entry doors in place with newer style panic bars. Door seals in place. No broken or damage window glass. Several doors checked for proper operation.

Comments Roof / Flashing /Gutters

The roof on both buildings are pitched. No leaks found to the interior of the building.

Interior

[View Media](#)

[View Media](#)

[View Media](#)

[View Media](#)



Walls/Floors/Ceilings/Stairs	Interior Doors	Restrooms	Housekeeping
Weight 3	Weight 3	Weight 3	Weight 4
Perf. Level Good	Perf. Level Good	Perf. Level Good	Perf. Level Satisfactory
Performance -0.95	Performance -0.95	Performance -0.95	Performance -1.89
Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None
Score -2.85	Score -2.85	Score -2.85	Score -7.56

Comments Walls / Floors / Ceilings / Stairs

The interior of the school is clean and maintained. Staff and outside vendor maintaining the cleaning of the school daily.

Comments Interior Doors

The interior doors are fire rated. Several tested for proper latching and closure. Door seals in place.

Comments Restrooms

Restrooms clean and maintained. Trash cans in place along with hand towel units. Several fixtures tested for proper operation. Lighting in place and all bulbs working.

Comments Housekeeping

Custodian closet organized and maintained. Outside vendor cleaning and maintaining the interior of the school along with staff.

Systems

[View Media](#) [View Media](#) [View Media](#) [View Media](#) [View Media](#) [View Media](#) [View Media](#) [View Media](#)



Elect. Dist.	Lighting	Fire Protect Equip.	Room	HVAC	Air Filters	Kit. Equip./F.	Plumb/Water
Weight 3	Weight 5	Weight 10	Weight 2	Weight 10	Weight 5	Weight 2	Weight 6
Perf. Level Good	Perf. Level Good	Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Good	Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Good
Performance -0.95	Performance -0.95	Performance -1.89	Performance -1.89	Performance -0.95	Performance -1.89	Performance -1.89	Performance -0.95
Deficiency Factors None	Deficiency Factors None	Deficiency Factors Major x 3.5	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None
Score -2.85	Score -4.75	Score -66.15	Score -3.78	Score -9.5	Score -9.45	Score -3.78	Score -5.7

Comments Electrical Distribution

Electrical panels in place along with hazard labels. No storage items blocking access.

Comments Lighting

All interior lights working with no bulbs needing to be changed out.

Comments Fire Protection Systems

Fire panel in trouble operational mode. Drop boxes in place along with fire extinguishers having current inspection date. Interior doors are fire rated.

Comments Equipment Rooms

No interior equipment rooms.

Comments HVAC

HVAC units mounted on the exterior of the buildings.

Comments Air Filters

Units were not checked on the status of the filters. Units less than 1 year old.

Comments Kitchen / Refrigeration

No kitchen equipment on site. Students bring their own lunch to school.

Comments Plumbing / Water Heaters

Water heaters in place and providing hot water to hand wash sinks.

Calculation

-193.07

[http://fmar.nmpsfa.org/?q=fmarfinal/44/521001/2017/Taos Integrated School of the Arts ...](http://fmar.nmpsfa.org/?q=fmarfinal/44/521001/2017/Taos%20Integrated%20School%20of%20the%20Arts...) 12/13/2017



6. Governing Council Meeting Minutes- Approval of FMP

TAOS INTEGRATED SCHOOL OF THE ARTS GOVERNING COUNCIL

Tuesday, August 16, 2022, at 5:30 p.m.
118 Toalne Drive, Taos, New Mexico

Join Zoom Meeting

<https://us04web.zoom.us/j/71697487051?pwd=cUF2eU5DUkVhbnJFdz09>

Meeting ID: 716 9748 7051
Passcode: m9g9Yp

Where decisions for children are made with heart and mind!

Approved Minutes 09/20/2022

MEMBERS	COMMITTEE	PRESENT	ABSENT
Julee LaMure, President	Audit & Finance	X	
Yvonne Trujillo Vice President	Audit, Board Policy	X	
Andrea Nicholson, Secretary		X	
Sarah Dzieweczynski (Treasurer)	Data & Calendar	X	
Linda Seto, (Member)	Facilities & Data	X	
Alison Haney (Member)	Calendar	X (5:50PM)	
Alejandra Villalobos Meléndez (Member)	Finance		X

Staff Present: Richard Greywolf and Nicole Abeyta.

Guests: Mike Musialowski and Alix Henry

- I. **Call to order:** Board President Julee LaMure calls meeting to order at order at 5:31 PM.
- II. **Establish quorum:** Board President Julee LaMure establishes a quorum. Present: Julee LaMure, Yvonne Trujillo, Andrea Nicholson, Sarah Dzieweczynski , and Linda Seto. Absent: Alison Hany and Alejandra Villalobos. 5 out of 7 members present.
- III. **Agenda** (Discussion) (Action Item) (3 minutes) *Yvonne Trujillo makes a motion to accept agenda with changes. Julee seconds it. All in favor. 5 Yea, 0 Nay. Motion carries*
 - Remove item XIV from agenda.
- IV. **Review minutes from June 14, 2022, Meeting** (Discussion) (Action Item) (5 minutes) *Andrea makes a motion to accept minutes as presented for the June 14, 2022 Board Meeting. Julee seconds it. All in favor. 5 Yea, 0 Nay. Motion carries.*

Minutes 8/16/2022



6. Governing Council Meeting Minutes- Approval of FMP

- V. Review minutes from June 28, 2022, Special Meeting (Discussion) (Action Item) (5 minutes). *Andrea makes a motion to accept minutes as presented for the June 28, 2022 Special Meeting. Julee seconds it. All in favor 5 Yea, 0 Nay. Motion carries.*
- VI. **Public Comments-** Please sign the Public Attendance Sheet and limit comments to (2 minutes per person). **NO PUBLIC COMMENTS.**
- VII. **Review Permaculture Proposal by Mike Musialowski** (Discussion) (Action Item) (30 Minutes) – Mr. Musialowski from Infinity Orchard Services made a presentation to the Governing Board about a plan to develop a permaculture project at TISA between August 2022 and November 2023. The project consists of different phases: Stakeholder input, campus survey, overall design, patch design, and implementation. The estimated cost of the project including labor and materials would be of **\$19,993.75**. Some questions were brought by board members: How is the produce from each harvest would be utilized, would it be canned by the school, etc.? What would be the additional water cost to the school to water the grounds considering the school has a high-water bill? How much maintenance would the grounds demands after the plants are established? A recommendation was to make sure students are considered part of the stakeholders. *No action is required by Governing Council. Director will instruct business manager for the next steps to have the project reviewed by CES and PED.*
- VIII. **Review TISA 5 Year FMP Facilities Master Plan by Alix Henry** (Discussion) (Action Item) (30 minutes) Alix Henry has presented the most recent copy of the FMP (Facilities Master Plan) and was present to answer any question Board members might have. Mrs. Henry informed the Board that the Preliminary version of FMP has been approved. *Linda makes a motion to accept the Facilities Master Plan. Yvonne seconds it. All in favor. 6 Yea, 0 Nay. Motion carries.*
- IX. **Financial Report Financial Reports -** (Discussion) (Action Item) (26 minutes)
- Mrs. Abeyta reviewed the July financials as presented and reported that the school is in the middle of audit. The July bank reconciliation had no variances. The 2022-23 school year is financially stable. *Alison makes a motion to accept financial reports for June and July, Yvonne seconds it. All in favor. 6 Yea, 0 Nay. Motion carries.*
- i. **BARS -** (Discussion) (Action Item) (4 minutes/ BAR)
Andrea makes a motion to accept BARS as presented, Julee seconds it. All in favor. 6 Yea, 0 Nay. Motion carries
- 521-000-2223-0001-I** - Increase to fund 11000 Operational in the amount of \$180.00 due to an increase in HB2. \$90.00 wilbe increased to the ELPT and K5+ line items for Educational Assistants.
- 521-000-2223-0002-D- Decrease** to fund 28211 DOH Covid 19 in the amount of \$21,875, leaving \$19,479.52 to spend for FY23. The summary of allocated funds did not come through until July 21st, thus, having us do a BAR.

Minutes 8/16/2022



6. Governing Council Meeting Minutes- Approval of FMP

521-000-2223-0003-T Transfer to fund 28211 fund 28211 DOH Covid 19 in the amount of \$7,800.00 to create line items for allowable expenses such as Waste Management services

X. **Review and approve the 2022-2023 Employee Handbook-** (Discussion) (Action) (10 minutes.) *Linda makes a motion to accept the Employee Handbook as presented, Yvonne seconds it. All in favor. 6 Yea, 0 Nay. Motion carries.*

XI. **Review and approve the 2022-2023 Parent/Student Handbook-** (Discussion) (Action) (10 minutes) *Andrea makes a motion to accept Parent/ Student handbook with changes. Alyson seconds it. All in favor. 6 Yea, 0 Nay. Motion carries*

- Confidence instead of confidence. Use upper case instead of lower case. (Front page)
- “We are not on school on Fridays” (p 25) is not the case during the 2022-23 academic calendar.
- Dress code (page 24) include image.
- Last page, change year 2019 to 2022

X.II **Address traffic concerns during drop off and dismissal** (Discussion) Yvonne still has concerns about what neighbors feel about the traffic caused by the school. Reiterate to staff the importance of releasing students on time.

XIII. **Announcements** (2 minutes) – TCA performance, send off for Prospero.

XIV. **Committee Reports (10 minutes)**

- Audit- Almost finished with audit. Update meeting August 26 9:00 – 9:30 Am. Exit meeting Monday September 26 1:30 Pm 2:15
- Finance
- Calendar
- Data -No data available.
- Facilities (report from facilities) No reports.

XV. **Report on completion of Implicit Cultural Awareness and Racial Bias training** by TISA-

Governing Council Board Members- Make sure you are receiving the link. Governing council there are four trainings, complete the cultural awareness. Email will be coming from GCN Training (Please complete training attached).

XVI. **Director’s Report:** (5 minutes): We had a good start to the year. Still missing one aide. Students with several needs. Multiple students who need one on one aide. Also administering and monitoring insulin. Part time person 6 to 7 hours to help with the planning for middle school teachers. Our teachers are allowed to provide PE

Minutes 8/16/2022



6. Governing Council Meeting Minutes- Approval of FMP

lessons. Lessons are delivered by school director.

XVII. Items for next month's agenda (Discussion) (2 minutes)

- Review traffic concerns (Discussion)
- Update on Board trainings for this year

XVIII. Review date of next meeting: (1 minute)- September 20 at 5:30PM

XIX. Adjournment (Action Item) (1 minute) *Andrea makes a motion to adjourn at 7:10 PM, Julee seconds it. All in favor. 6 Yea, 0 Nay. Motion carries*

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Rich Greywolf at 575-779-9311 least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact Rich Greywolf at 575-779-9311 if a summary or other type of accessible format is needed.