

Amy Biehl High School

Facility Master Plan
2023-2028



Courage. Scholarship. Community.



HARTMAN + MAJEWSKI DESIGN GROUP



Amy Biehl High School was founded in the spirit of Amy Biehl, a young person dedicated to social justice and service, who attended high school in Santa Fe and died tragically while working to end apartheid in South Africa. We graduate diverse learners and leaders who demonstrate the intellectual, social, and ethical habits to improve their communities. Our graduates are civic-minded, college-bound and career ready.



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Introduction



The Facility Master Plan is done every 5 years to procure funding for schools. The funding may be used to expand areas that are below adequacy standards set by PSFA - Public Schools Facilities Authority. Including but not limited to:

1. Classrooms and other occupied spaces in the school
2. Site, Site Recreation and Physical Education (PE)
3. Libraries, Media and Research Centers
4. Food Service and Dining
5. Other areas including Technology and Network, Nursing and Wellness

Money is also available for maintenance and operation of the buildings including the exterior skin and indoor environment including:

1. General Storage
2. Maintenance and Janitorial
3. Safety and Security

This year the Steering Committee explored the deficiencies at ABHS and determined the areas most in need. These include areas that are below the adequacy standards set by PSFA in Site and PE; Libraries, Media and Research; Technology and Network and Nursing and Wellness. We also received a list of Maintenance and Operations related items that are needed to keep this old building running. Something else to consider is the leased spaces in the Simms Building. Is there a way to incorporate those programs into the main building and reduce expenses?

Virtual Tour of Amy Biehl High School

<https://www.amybiehlhighschool.org/facilities-master-plan-stakeholder-tour-of-abhs-may-2022/>

The year of the initial charter of Amy Biehl High School (ABHS) and the first year of operation was 1999. The current enrollment cap at ABHS is 325 students. This school year 2021-2022, the 40-day count is 236 Students. According to the PSFA- GSF Calculator, 325 high school students require 190 GSF per student or 61,887 SF. There is no anticipated change to the charter at this time.

Based on historical enrollments for the downtown facility, the school is likely to continue to have a standing wait list for the foreseeable future. ABHS is considering expanding to 400 students, but funding sources and the viability of the basement level as instructional space would need to be evaluated to do so.



Amy Biehl High School has been located at 123 4th Street SW, Albuquerque NM 87102 since January of 2006. The school is housed in the Old Federal Building which is listed on the National Register of Historic Places and the State Register of Cultural Properties. The building is a spectacular three-story Italianate structure whose granite steps and red clay tile roof were a landmark and symbol of civic pride. Completed in 1911, just prior to statehood, the Old Federal Building housed New Mexico's largest Post Office and the District Court.



ABHS Foundation purchased the facility from the General Services Administration in 2014 and is leasing the facility to ABHS. ABHS also leases approximately 3,100 SF of space on the first floor of the Simms Building located at 400 Gold Ave. SW (southwest corner of 4th Street and Gold Avenue). As of January 1st, 2017, ABHS/ABHSF has submitted a lease to purchase agreement to the PED/PSFA.

Court Room Skylight



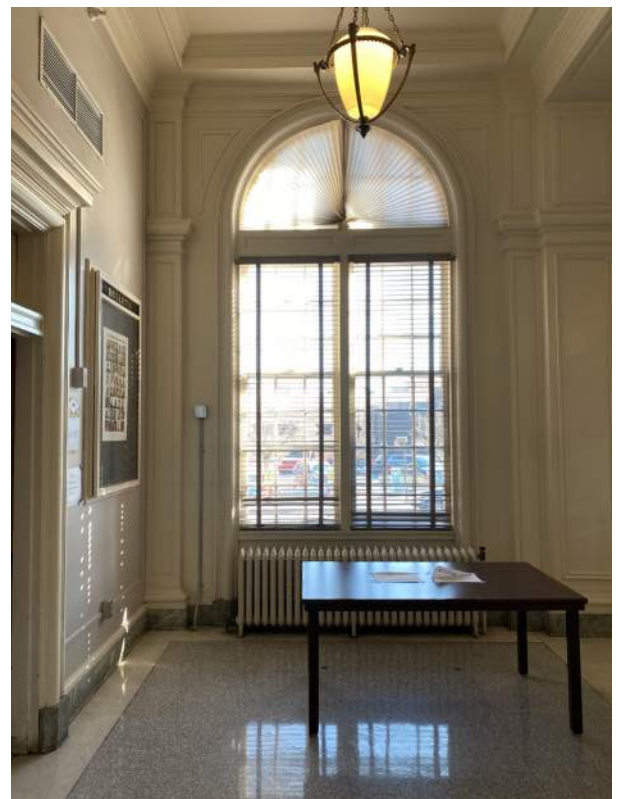
South Hallway Outside Indaba

A full-time and one part-time staff member monitor the maintenance program. Amy Biehl utilizes a computer maintenance management software (CMMS) program called Maintenance Care to schedule and record operation and preventive/planned maintenance activities associated with facility equipment. This helps their maintenance program optimize the utilization and availability of physical equipment such as, machinery, communications, plant infrastructure and other assets. The core of their CMMS organizes information about these assets in their facility as well as the equipment, materials and other resources.

They schedule routine maintenance and repairs. A summary of data provided by the ABHS maintenance team was included in a Facility Assessment (FAD) completed by PSFA in the fall of 2016. A summary of new and yet-to-be realized projects is provided in the following paragraphs.



Main Entrance Off 4th Street



A view from the hallway looking toward 4th Street

The Steering Committee formulated the main ideas for this report. A thorough examination of the building was done with an emphasis placed on defining projects worthy of capital investment. We examined the spaces in use and available for use, and how they may better serve the curriculum. The committee discussed moving curriculum into the main building from leased spaces, but also discussed the possibility of looking at adjacent buildings to expand the enrollment and offerings at ABHS.



The marble stairs in the SE corner of the building



The Visioning room off the main entry

There were Steering Committee meetings to review the school's mission, educational program, and facility assets and needs. The Steering Committee discussed how the existing school facility can best support the school's goals, as well as how future facility improvements could better support the school's goals. An architectural and engineering assessment of the existing facility included tours and interviews with building users and support staff, to determine building maintenance requirements and to compare the existing facility with PSFA Adequacy Standards.

Portions of the meetings were conducted as group discussions, while at other times, facility evaluations were conducted. It was decided to solicit information and responses from the ABHS board, parents, and students to determine the priority of the projects. The Steering Committee defined the talking points prior to hosting the meeting. We hosted tours of the building for parents that had not been on campus the past two years due to the pandemic restrictions limiting access to the school. It is possible that a student that started two years ago has parents that may not have been in the school. These tours allowed them to set their eyes upon the spaces and listen to a synopsis of the plans. The electronic meeting platforms allowed for electronic input used to gather data for the various ideas. Survey results were reviewed and analyzed by the Steering Committee.

The Steering Committee included staff from ABHS representing Maintenance, IT- Information Technology, Administration, Guidance and Faculty, as well as architects and project managers familiar with building assessment and facility master plans.

Decisions regarding content for the school's Ed Specs / FMP were made by group consensus, and a preliminary draft was reviewed, commented on, and approved by the Steering Committee. During the Steering Committee meetings, the group agreed that facility improvements recommended in survey responses should be addressed in the following order:

- Safety and Security
- Maintenance and Environment
- Curriculum Development
- Enrichment Studies



Adaptive reuse of a decommissioned radiator

**Existing &
Projected Conditions**

SCHOOL EDUCATIONAL PROGRAMS & CURRICULUM DELIVERY METHODS

Career Education

College Readiness

Fiscal Efficiency

Classroom Constraints

Overview of school's educational program/philosophy and its relation to facilities

A GENERAL DESCRIPTION OF THE SCHOOL'S SITE & FACILITIES

Community Engagement

Enrollment and Charter School Cap

Capacity and Utilization Analysis

Below Adequacy Standards

Below Adequacy Standards, but currently sufficient

Meets Adequacy Standards

Functional Capacity

Utilization Overview for Existing Facility

School Educational Programs & Curriculum Delivery Methods

The building currently functions as a high school, serving students in grades 9, 10, 11, and 12. Amy Biehl High School is a year-round school open on Mondays 8:30 a.m. - 3:45 p.m., and Tuesday through Friday 8:30 a.m. - 3:30 p.m. Currently, the seniors have classes in the Simms Building leased space.



The marble stairs from the entrance hall



Upper Floor Hallway



Proposed view of what is desired in a study area

Career Education

The school would like to expand its facility to provide additional space on-site for coordinating career education and technology programs. Currently, the school's community engagement program places students with outside organizations as part of the career education curriculum, so the school does not require as much space for their career education program as a conventional high school requires. However, the school would benefit from some additional permanent space to orchestrate this program which is such an important component of the school's mission. Currently, the community engagement program is coordinated from the off-site Simms location at 400 Gold Ave.

College Readiness

Each ABHS student takes two or more college classes at UNM and/or CNM. The school's proximity to each of these campuses using public transportation is a huge benefit in supporting students' ability to arrive at these institutions easily and with minimal cost.

Fiscal Efficiency

ABHS's location and facility have also helped keep certain capital costs low by partnering with nearby entities to provide space for educational programs that would typically be contained in-house at a high school. The most notable amongst these are: the Albuquerque Public Library two blocks away, the Barelas Community Center for a gymnasium and tennis courts, a City of Albuquerque Park for playing fields, as well as the Albuquerque Transportation Center as hub of public transportation. ABHS's students also participate in programs through numerous partnerships with nearby non-profits, businesses, and schools, including Yoga Now, Upper floor hallway, Working Classroom, the Hispanic Cultural Center, Holocaust Museum, Dolores Gonzales Elementary School, Coronado Elementary School, and Lew Wallace Elementary.



Office door in an upper hallway

Classroom Constraints

The preferred class size at ABHS school is 17 to 20 students, but some classes may be as large as 25 students depending on course objectives. Some factors affecting the number of students per class, are the class subject matter and the size of the classroom. Most classes at ABHS contain between 17 to 20 students, while state standards would allow 30 students or more per class. Most of the classrooms in the school are smaller than 675 NSF, State standard for high school students is 25 sf per student, which would require a classroom of 750 sf for 30 students, and thus would require major renovation of the existing space to accommodate this class size.



Current PE room

The classroom size is related to the age of the building. In 1911 the building was planned as a federal government post office; the upper floors are narrow with high windows to allow daylight to illuminate the spaces. The narrow rooms can grow length-wise but not get wider. After a certain ratio is passed the room becomes impractical for conducting a class with the elongated proportions.



Current Office



Overview of school's educational program/philosophy & its relation to facilities

ABHS serves students from throughout the Albuquerque metro area and beyond, and the school is characterized by the diversity of its students. The school draws students from approximately 22 different zip codes, representing over 34 different middle school feeders. Many of these students arrive at ABHS because of its stated mission of college readiness and community engagement; however, others are merely seeking a school with smaller classes and more individual attention.

The school continues to attract a comparatively high number of students receiving special education services, a group which composes approximately 25% of the school's population. In addition, an average of 42% of incoming 9th graders are two or more grade levels behind in reading.

As stated by the ABHS Mission Statement, ***"We graduate diverse learners and leaders who demonstrate the intellectual, social and ethical habits to improve their communities. Our graduates are civic-minded, college-bound and career ready."*** Using a thematic approach across subject areas, students are taught to apply and demonstrate skills and knowledge to analyze and address community needs.

Through service, students are challenged to play meaningful roles in their communities while developing leadership skills. ABHS is a school of choice that assists a diverse student body to acquire intellectual, social and ethical habits to prepare for post-secondary education and life.

As part of the approach to achieving this goal, the ABHS curriculum includes alternative education methods that integrate students with the larger community.

This alternative approach creates unique space requirements for ABHS that are different from conventional high schools. These alternative methods/spaces include the following:

- College Engagement Program / Dual Credit Program
- Community Engagement Program
- Public Exhibitions of Learning
- Courtroom Trials and Debates
- Public Library – off campus
- CBM Wellness/ City of ABQ Parks – off campus



This classroom level support is augmented by the school's Advisory program. Every student at Amy Biehl High School belongs to a multi-age Advisory group. Each advisory has 12 to 15 students and meets three times a week with an Advisor. Ultimately, the role of Advisory is to help a student build relationships that will sustain them during their time at ABHS. Advisory provides the following to students:

- Careful monitoring of academic progress
- Routing students towards academic support spaces
- Framing a student's four-year ABHS journey
- Establishing personalized learning plans
- Engaging in service work
- Framing a pathway to college

In addition, a student's Advisor is the central link for parents and families to the school; parents may contact their student's advisor at any time. Through Advisory, families at Amy Biehl participate in an ongoing conversation about their child's wellbeing and education. The Advisor organizes twice-yearly family meetings to assess student strengths, struggles, passions, and goals as well as to develop strategies to support student success. The family meetings are co- led by the student and their advisor.

A general description of the school's site and facilities

Amy Biehl High School is located in downtown Albuquerque. The site is approximately 0.65 acres. In addition to the historic structure, the site includes a mechanical building that was constructed in 2006 to house a new boiler and chiller. Metered parking (on-street and in lots) is available nearby. There is a small vehicular drop-off and pick-up area in front of the school. Many students and staff commute via public transportation, as the school itself does not provide transportation. Concrete sidewalks are in good condition. There are a few street trees. Some tables and benches were removed to reduce the loitering in front of the school which cut down on the needles found outside the school. The school does not have on-site athletic facilities but would like to provide some landscape improvements and amenities such as an outdoor classroom area. Drainage on site is good, although window wells to the basement must be maintained and cleaned to prevent flooding.



Current Instructional Area

Community Engagement

An aspect of the school's Community Engagement Program involves bringing adult mentors from the community into the school. ABHS's central location in a densely populated, metro area has supported the school's ability to bring in significant numbers of adult volunteers to serve as community panelists to evaluate student work, serve as tutors and mentors, guest-teach, and participate in literary circles and community celebrations. Community members volunteer at the school on a regular basis, assisting students in literacy, music and math.

As part of the approach to supporting this philosophy, the ABHS curriculum includes alternative education methods that integrate students with the larger community. This alternative approach creates unique space requirements for ABHS that are different from conventional high schools. These alternative methods/ spaces include the following:

- Makers Space
- Enrichment classes including Art, Yoga, Dance, Music, Technology, Yearbook, Credit Recovery and Mesa.
- Community Engagement Program
- Public Library
- CBM Wellness Facility In The Simms Building
- City of ABQ Parks
- Public Exhibitions of Learning
- College Engagement Program / Dual Credit Program (UNM + CNM)
- Galleries/Museums

Enrollment and Charter School Cap

	Year	Enrollment 40-day count	Enrollment Cap
Projections over the next 5 years	2026	300	325
	2025	290	325
	2024	280	325
	2023	270	325
	2022	250	325
This year	2021	236	325
Historical data from the past 5 years	2020	277	325
	2019	305	325
	2018	303	325
	2017	289	325
	2016	301	325

The table summarizes the previous 10 years of enrollment 2012-2021 based on the 40-day count

The cap may be reached by expanding the area for teaching. Projected estimates are on the conservative side post COVID as all schools in the Albuquerque metro area are seeing decreased enrollment.

The limitations of the existing building and site have resulted in our leasing space in adjacent buildings. ABHS may continue to look at adjacent buildings from which to lease space or expand the allowable area within our own boundaries. The Steering Committee is proposing to reclaim underutilized space in the Gold Street corridor, the loading Dock and the basement for expansion of the usable space and the curriculum ABHS may offer.



A view into the PE room from the ground floor hall

Capacity and Utilization Analysis

Let's begin with a review of adequacy standards using some factual numbers and situations at ABHS. According to the PSFA- GSF Calculator 325 high school students require 190 GSF per student or 61,887 SF for overall campus / building requirement.

Standards Variance [6.27.30.22]

The council may grant a variance from any of the adequacy standards. The council shall grant a variance if it determines that the intent of the standard can be met by the school in an alternate manner, or if a variance is required for appropriate programmatic needs as demonstrated by the district.

Classrooms are to allow for 25 NSF per student [6.27.30.13]. ABHS classrooms range from 410-625 SF which may accommodate 17- 25 students.

Below Adequacy Standards

Situation:

The Steering Committee has identified that ABHS is below adequacy standards in **Art Education** including dance, music, theatre/drama and visual arts programs. In high school no less than 5 SF per student should be available $325 \times 5 = 1625$ SF. The existing facility has a 550 NSF classroom for visual arts.

Response:

ABHS would like to expand the arts offered, add music, and re-locate the video makers lab to the basement so their current room could be used for curriculum benefiting from natural light. ABHS should provide additional ancillary space for group music practice, individual music practice, specialized storage/library rooms. Dedicated art rooms, excluding performing arts, shall have a sink with an interceptor trap. The art rooms would benefit from a storage room adjacent to the art room, similar to what science rooms have to store materials. There should be a flammable storage cabinet in the room. The sink in the existing art room should be replaced and sheet metal surround installed.

Situation:

Regarding **Library Media and Research Centers**, a school facility shall have space for students to access research material, computer workstations, literature, non-text reading materials, books, technology, including digital devices. This shall be flexible space and comfortable seating with wired and wireless connectivity. These areas are below adequacy standards and ABHS has plans to join these needs with technology needs. Technology and computer skills instruction need space, that may be distributed throughout the facility; no less than 900 SF. ABHS prefers to distribute space around the school rather than concentrating it into a computer lab.

Response:

ABHS prefers to distribute space around the school rather than concentrating it into a computer lab. Spaces considered are in the wide hall to the south of Indaba - the Gold Street Station, the Docks space, and a Senior Lounge that would take over a small classroom or large office and other areas that would have furniture conducive to reading and researching via laptop computer.

Situation:

Nursing and Wellness counseling and ancillary programs shall have a separate space to isolate the sick students from the well. The space shall contain secure storage for records, medications supply and have a telephone. It shall be a minimum of 150 SF but sized to be 1 SF / student of planned capacity = 400 SF. The Nurse/Health office is below adequacy standards and should be brought up to current standards.

Response:

Room 118 and the ground floor PE room may need to be merged to accommodate this area requirement, or a new location sought.

Situation:

PE adequacy for high school cannot be met on this campus.

Response:

An urban soccer field is desired to add to the PE program, and a more achievable goal may be relocating the dojo from the courtroom to the basement. Continued use of the Simms building facilities for PE may continue.



Indaba, Dining & Large Assemblies

Below Adequacy Standards, but currently sufficient

Food Service and Dining - The dining area adequacy standards shall be sized to allow 15 SF per student and allow no more than 3 seatings for meals. The 325 students require 4,875 SF, or as little as 1,625 SF, if there are 3 serving times. A school facility shall have space, fixtures, and equipment accessible and appropriate for meal prep and serving. Kitchens are to be 1,700 SF minimum. ABHS Indaba is 4,195 SF and the warming Kitchen is 520 SF. ABHS finds these areas adequately meet their needs at this time and are not pursuing area expansion.

Meets Adequacy Standards

At 4 SF per student, ABHS should provide $325 \times 4 = 1,300$ SF but not less than the average size classroom for **Science** [6.27.30.14 A. (2)] and provide 96 SF for securable, well-ventilated storage / prep space for each science room having science fixtures and equipment. The existing facility has 1,390 NSF of science classroom space, which meets the adequacy standards.

Career Education should have no less than 4 NSF of specialty program capacity, at least 1,300 SF, but not less area than an average sized classroom. ABHS believes they do not require more space to accommodate this program. Many of the meetings are conducted on-line.

A school facility shall include secure storage for use by the **Parent/Board organization** of no less than 150 SF. This space may have more than one function. The visioning room is 310 SF and may accommodate this function.

Administrative space should be 150 NSF plus 1.5 NSF per student of planned capacity: $(400 \times 1.5) + 150 = 750$ SF, which is the current area and meets adequacy standards.

Meets Adequacy Standards

General Storage must be securable and include textbook storage. Plan on 1 SF of the programed capacity or average enrollment that may be distributed: 400 SF. There are plenty of spaces throughout the school and potential for more in the basement.

Faculty workshop/teachers' lounge shall be available to staff and be a minimum of 150 SF but sized to be 1 SF / student of planned capacity = 400 SF. This area is sufficient for the operations of ABHS, it meets adequacy.

Maintenance Janitorial Space is to be 1 SF of the programed capacity or average enrollment that may be distributed: 400 SF.

The **electrical room** has transformers and battery storage which cause heat inside the room, this room should be out-fitted with HVAC to control the temperatures to safeguard the equipment and building.

Functional capacity is the capacity of the school based on general education spaces, special education spaces, and educational program.

Utilization Overview for Existing Facility

The ideal utilization of a high school is 80-90%

Classroom Data

Space Title	Number	Area	Description
General Classroom	14	8,045	Host many types of curricula: Math, Humanities
Specialty Classroom	5	2500+ 240 storage 2,740	Apparatus installed to host a specific program: Science and Art
Specialty Instructional Spaces:			Unique spaces for course offerings
Indaba	1	4,195	
Courtroom	1	2,030	
Lounges and Research Spaces:			Ancillary spaces for student use outside of the classroom
Proposed Gold Street Station*	1	600	
Senior Lounge*	1	400	
The Docks*	1	500	
Total number of classrooms	19	10,785	Instructional rooms that may be occupied at one time
Deficiency/Surplus			
*Proposed Spaces			

For Facility

Type of Ancillary Space	Description	Area
<i>Ground Floor</i>		
Administration Spaces	Offices	1,155
	Front Office	655
	Building Manager Office	655
	Visioning (meeting) room	310
Student Health	Nurses room 118	360
Student Dining	Indaba	4,195
Kitchen Facilities	Warming Kitchen	520
<i>Second Floor</i>		
Counseling and Administration	Offices (5)	1,260
Courtroom	Mock Trials and presentations	2,030
<i>Third Floor</i>		
Counseling and Administration	Offices (6)	1,170
Teacher's Lounge		225
Teacher Assistant's Lounge		275
Jury Room		270

Space Limitations

The 1911 building construction, as noted earlier, limits the width of the floors as natural light was the main source of illumination. The basement was used to run pipes to feed the upper floors with little consideration of utilizing the space for occupied use. Now a potential 15,000 square feet of space sits beneath the occupied floors serving as storage.

FTE Availability

There are no problems currently with staffing and faculty availability at ABHS.

Low PTR required for certain room/classes

The low pupil teacher ratio is what draws students to ABHS.

Curriculum issues (AP classes, vocational programs, electives, special programs that limit student loading, staffing)

Space limitations show art classes at ABHS below adequacy standards. Gaining more space through leases or renovations would allow for the inclusion of music education, a makers space, and expanding media arts. An area for PE and changing rooms is required to relocate the dojo from the courtroom. Since the school has no gym, they use the gym at the Simm's building, but some classes could be held on campus if there was space for them.

Proposed Facility Requirements

Proposed Facility Requirements

Facility Concept
Space Requirements
Detailed Space and Room Requirements
Maintenance Program
Structural/Exterior Closure
General Mechanical/Plumbing
HVAC- Boiler/Chiller
Air Handlers
Hydronic Steamed/Chilled Water
Predictive Maintenance
Electrical
Lighting
Fire Protection/Life-Safety Systems/Accessibility
Asbestos
Court Room & First Floor North Exit

SEED PROJECTS

Seed projects require a building assessment or further feasibility study prior to developing into a capital project. The intent is to have design professionals concentrate their efforts on the study of a specific area of interest and assess the existing building climate, availability of labor and materials and the cost versus benefit of the scope of work. Dollar amounts are approximate estimates based upon past projects and do not necessarily reflect the market in the future.

Basement [See images in the appendix]

We discussed having a feasibility study done for the basement to determine the cost of abatement and bringing it up to code. This approximately 15,000 SF space could be used to host curriculum and expand the arts and PE programs. This cost is estimated to be \$40,000 for the study and estimate of probable construction costs.

Dock Space

Claiming the outdoor dock space and converting it into an indoor/outdoor classroom/study area would provide the students with another ancillary space for reading, research and hanging out before, between or after classes while on campus. The dock outside is a space that is underutilized. Large garage doors could open during nice weather to provide an outdoor class space or student area used to read or study. The dock may still be used occasionally so temporarily moving furnishings to allow for large deliveries should be considered. Looking at the feasibility of this with utilities and an estimate of probable construction cost could run \$20,000.



Currently the loading dock



Loading Dock from the North Alley

Acoustics

Acoustics remains an issue in classrooms from hallways and from outside. This was expressed in the previous FMP and was not addressed. Sound dampening and storm windows on the interior of the perimeter walls may help aid in mitigating this problem. A review with an acoustician could be done at an estimated cost of \$20,000.

Electrical Distribution

A feasibility study should be done on the electrical distribution throughout the building. There are reports that the service to the building is adequate, but the distribution could be improved, some sub panels are full and have no spares or capacity to add. This may take \$20,000 to trouble shoot.

Basement Server Room

To meet adequacy standards, the school plans to consolidate all IT functions into a new space in the basement. They desire to locate this space in the southeast corner, where the fiber connection enters the building. The room could utilize existing walls but would need extensive remodeling, including the addition of cooling and power for equipment. In addition to storage and repair work on equipment, the space would include an IT office.

A new server room will house network and security components on racks and panels on the walls. It will be a plywood lined room with cable tray down the middle to bring cables to/from the racks. The server room is to be a minimum 10x12 [120SF].

Intercom system

Currently, the school's only means of emergency notification, other than traditional fire alarms, is the paging system included in the phone system. This has proved to be barely adequate during training drills. This is supplemented by two-way radio communication with select staff members. ABHS desires an emergency communication and notification system. The system will provide visual and audio notifications in case of an emergency and notify everyone when the event has been resolved. ABHS are investigating various systems including an IP-based as well as piggy backing on the existing fire alarm system. Any proposed system must allow remote triggering by approved personnel, interface with mass communications systems, and include other features deemed necessary. The system envisioned utilizes the current wiring infrastructure with minimal additions.

Proximity Card

Staff and students may be issued ID badges with programmed access to areas of the school. Access control will be achieved utilizing this system.

PROJECTS THAT COULD BE REALIZED FOR LOW FUNDING

Senior Lounge

If the seniors were to return to the campus from the Simms Building a senior lounge could be developed. A small classroom or large office may be used to provide a space for seniors to have autonomy and use for research, reading or other school centric uses. Providing a lounge in the main building will continue to matriculate seniors back into the main building allowing for ending the lease of additional space. This space would have seating and tables conducive to student research and reading, and would the area that they are below adequacy in currently - libraries, media and research centers, technology, and computer skills instruction.

Parent and Visitor Room

For 325 students, the Adequacy Standards recommend 160 NSF for parent and volunteer activities. ABHS uses a portion of the administrative conference space for parent and volunteer work. Since the pandemic, defining a space for visitors and parents arriving to the school to wait without entering the school environment has been included in designs. This space keeps possible outside contaminants from entering the school proper. Parents may wait for students to be brought to them when checked out for health reasons or appointments. Volunteers coming to the school can be health checked prior to entering. The current sign-in and badging would add temperature checks and provide contact information in case there is a future need to inform them of an outbreak. There is a safety and security angle to this isolation as it limits people from wandering the school proper.

Wellness and Isolation Room

Though helpful during a pandemic, an Isolation Room is always beneficial. Doctors' office waiting rooms are currently designed to separate those seeking check-ups from those ailing. A health room or nurses office should be able to isolate the ailing from those seeking their prescriptions, ice or first aid. The rooms should have a sink, storage for clothing to change into, and dimmable lighting.

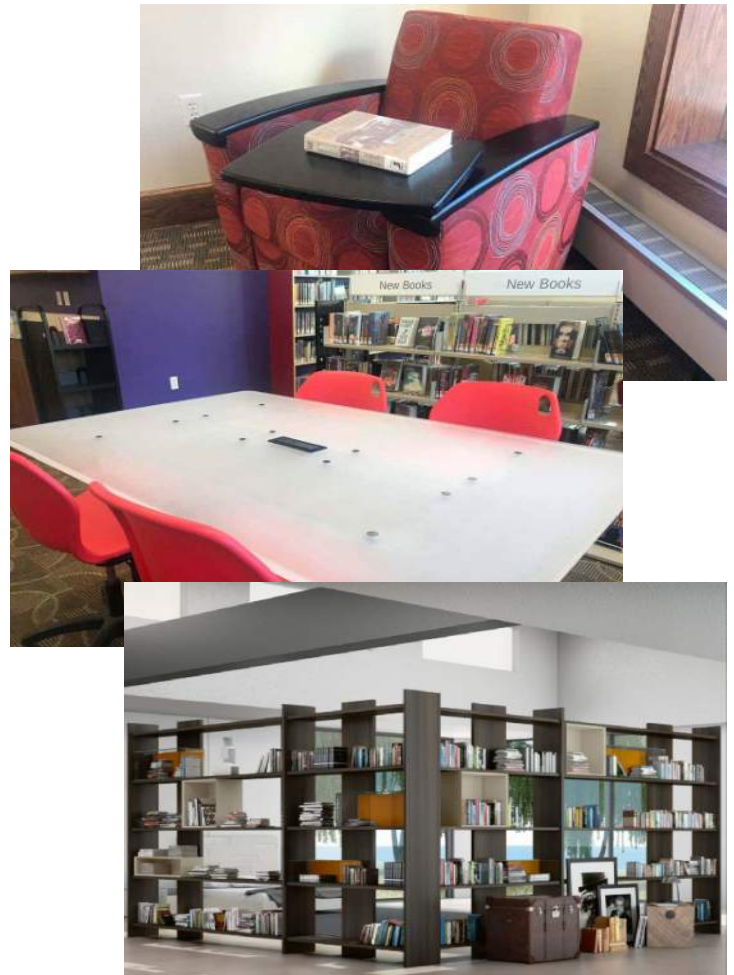


Concepts for Gold Street Station

Library/IT Lab Space

The school fails to meet adequacy standards for library study space and IT lab space. They desire to meet those standards by creating space in the area known as Gold Street Commons. They wish to use about a 20' x 25' section in the southwest corner of the commons for this space, known as Gold Street Station. It will be separated from the commons using bookshelves as dividers. The school wants to include casual and formal study furniture with access to power outlets. They plan on also installing wireless access points in the area to meet the needs of students using the space.

In addition to a study area, Gold Street Station is a place for students to conduct casual interactions and access library reference materials. While separated from the activity of the commons, the bookshelves are not tall enough to enclose, (as in photo) the area.



ABHS does not have an on-site media center, students use the downtown public library instead. The Adequacy Standards recommend a minimum of 2,000 NSF for stacks and seating in a high school library, with additional area for office/workroom and secure storage. Rather than a centralized library, ABHS would prefer study spaces spread throughout the school. ABHS would like to provide some library resources for students within this student commons. These additional resources may include storage for literary materials, reading alcoves/nooks, study carrels, collaborative work zones for activities such as literary circles, as well as acoustic upgrades.

Physical Education

The existing facility includes a small health classroom and PE teacher office, totaling 450 NSF. Students also participate in PE activities by attending the nearby Simms facility. The Adequacy Standards recommend 6,500 NSF for a high school gymnasium, plus bleacher area for 1.5 x the student capacity. For 325 students, the total area of gymnasium plus bleachers would be approximately 9,915 NSF. Such a facility is impractical for the school's existing urban site. However, the school would like to provide an additional on-site outdoor area for PE classes. A dojo and changing rooms may be accommodated in the basement expanding the in-house PE experience. A dream put forth is to find an area for an urban soccer field in a lot nearby.

Studio

The school does not meet the adequacy standards for art space. The school desires to meet the standards with the move and expansion of its current media creation studio. The school wants to locate the expanded studio in the basement. They would like the central part to be about 25' x 30' with two ancillary rooms, each 15' x 10'. The electrical requirements would include several 20-amp circuits and some 30-amp circuits. They desire wired network connections in addition to wireless access.

The proposed space would be used by staff to create course content and student creating projects. The area will help the school meet its desire to incorporate media creation into the art and communications curriculum.

Makers Space

The school desires to add hands-on projects to the curriculum. Projects would involve what is commonly referred to as a Makers Space. Currently, they use 3D printing but want to add other types of projects. With this field rapidly changing, any list created will be out of date shortly after completion. The school wants flexible space that can adapt to their needs.

They want two smaller lab spaces (instead of one) with flexible worktables and an adequate power supply in the re-modeled basement.

Art Room

The existing Art Room at ABHS is below adequacy. It would benefit from an adjacent room for storage of supplies and apparatus similar to a science room, as well as a flammable storage cabinet. A new sink with a proper trap should be installed. Its current location is not ideal either. The walls should have a means to post student work to dry or be displayed. The art room has two built-in storage cabinets on opposite sides of the room, one large locker, a small door hung paper drying rack, one tall shelf, 8 tables, a teacher's desk and ten paper draws. The max student occupancy is 19 to 20 students. With all the furniture, the room is very crowded, and there is still a need for more storage. There are three types of storage needed: 1. Art supplies (every day and future projects), 2. Drying racks and 3. Student artworks. There are four possibilities for an ideal art classroom: 1. A bigger classroom with storage and the correct type of art furniture, 2. Storage next to the art classroom in a separate room and the correct type of art furniture, 3. Storage room on the same floor and the correct type of art furniture and 4. Designed, built-in storage (in the existing room with no other storage room) to maximize students' creating space and the correct type of art furniture.

Possible new sinks:

Existing sink area:



Using PSFA Space Requirements template found at <https://www.nmpsfa.org/wordpress/building-standards-and-planning-guidelines/> the quantity and sizes of spaces required to accommodate the instructional program were accessed.

General classrooms do not need to meet the 30-student capacity that PSFA recommends. ABHS prefers the 17-20 pupil class size. One of the appeals of attending ABHS is the low PTR – pupil teacher ratio.

PE – no room for a gymnasium, the site is limited. In other sections of this report we suggest creating a dojo space in the basement, and the dream of an urban soccer field. ABHS will continue to use the gym at the Simms building, and weather permitting the fields and parks within walking distance of the school.

A Library in the typical sense and definition is not desired. The downtown library is nearby. What is desirable and noted in other sections of this report are areas for reading and research. They will be spread throughout the building. We refer to them as the Gold Street Station, The Docks, Senior Lounge, and we can also utilize the courtroom when not being used for other events.

Table III-C-1 Standards based Improvements

Room	Area [SF]	Tech/Communication Criteria?	Major Renovation	Minor Renovation
Ground Floor				
Gold Street Station	600	Study carols, seats with ports, tables with power		x
The Docks	500	Moveable furniture, WAPs, overhead power reels		x
Nurse/isolations room	360	Computer, phone or other communication device	x	
3rd Floor				
Art Room	550 + 190	Art Room Additional Storage Room	x	
3rd Floor				
Senior Student Studio	400	Seats with ports, tables with power		x
Basement				
IT Server Room	425	Network racks, security racks, panels 100amp panel, office		x
Relocated Media Room	750	Power for production of digital media, top computers	x	
Music Room	2450	Some power for amps, acoustics, practice rooms, storage rooms	x	
Makers space	600	Power for 3D printers, C+C machines, storage for materials	x	
PE Dojo	1135	Changing rooms, mats ventilation	x	
Studio	1250	Power and data ports tables for layout and construction	x	

Detailed Space and Room Requirements are listed in this table, descriptions are in other sections of the report



Italianate Bracket Details



Clay Tile Roof

The building's structure appears to be in good repair without signs of settlement. Exterior stucco is in fair condition, with some spots requiring repair now to prevent deterioration. Windows are single pane glass with wood frames. Most windows are inoperable. The wood frames are due for routine patch and paint maintenance to prevent them from deteriorating. The school would like to increase the efficiency of the single pane windows. Other downtown schools have successfully added a second window interior of the historical exterior to provide better energy efficiency and exterior noise reduction. The main roof clay tile will be undergoing some repairs in the spring of 2022 (last replaced in 1996). There are minor areas with broken and missing tile that can allow water to penetrate which are recommended to be repaired and replaced. The school's mezzanine level and the mechanical building have a coated elastomeric roof system that is required to be re-coated every 10 years. Emergency repair to the roof at the end of summer 2016 had to be completed to address maintenance issues. The topcoat over the top sheet is cracking. The underlayment roof appears to be a candidate for a new assessment. At that time infrared scans and core samples can identify problems with the substrate. A work platform remains on the flat roof where a large piece of mechanical equipment has been removed. Consideration of what is to become of the steel may be made when considering the re-roof.



Steel Structure Remains on Lower Flat Roof

In 2018 the north sewer line servicing the north part of the building was replaced due to a collapsed and/or corroded sewer line. In 2019 High Mesa Consulting Group was contracted to investigate and determine the sewer line servicing the south side of the facility. The sewer line was scoped with a high-definition camera to determine the condition of the sewer line leading out onto Gold Street and down east to 4th Street where it connects to the city's main sewer line. After review by the Engineer with High Mesa, it was determined that the sewer line was in good shape, with no signs of major corrosion or any areas of a potential failure and/or collapse in the sewer line. High Mesa recommended as part of our preventive maintenance plan to have it scoped every year and monitor its condition.

In 2020 all of the five existing water fountains in the facility were replaced with new environmentally friendly Elkay EZH2O water filtered Bottle Filling Stations. Students from the school's environmental green initiative team were involved in the planning, review and implementation of the new water fountains. The students' goal was to help the environment and reduce the amount of plastic bottles ending up in our oceans or landfill by utilizing reusable water bottles at the new water bottle refilling stations. Several of the old water fountains were antiquated and/or required new compressors and other parts.



New EWC with Water Bottle Filler and COVID-19 Cover on Spigot



It is recommended that all the faucets in the restrooms switch to automatic sensor faucets and Dyson hand dryers be added to reduce energy and waste.

The Building utilizes Alerton Ascent Building HVAC Management System. Ascent Compass Software provides us the ability to incorporate a simple interface that reduces the steps required to optimize building systems and energy efficiency. The system was upgraded in 2020 to include upgraded software and controls on all (63) Variable Air Volume Box's (VAVs). Air Handlers two and three, controlling heat and cooling to the first floor and the building assembly hall and lunchroom (Indaba), were upgraded to new variable frequency drives (VFD's) in 2020. The existing drives were antiquated and old. The new VFD's were incorporated into the building HVAC management system for maximized automation, scheduling and efficiency.

Air Handlers

The existing air handlers are the original design and consisting of single and dual duct zones. It is recommended to have a mechanical engineer determine if a new modern design of the existing air handlers can be installed in the future. Air handler one (1) that supplies air to the first floor does not have the ability to control heat or cooling to the individual spaces and/or rooms due to the absence of VAVs. The ability to control the temperature of each individual space would be preferred and recommended.

The Building utilizes a Carrier AquaForce Air-Cooled Liquid Chiller; which is approximately 15 years old. One condensing coil was replaced in 2019 and one in 2021 due to leaks in the coil. A representative from Carrier has recommended that the unit be planned for replacement and the lifespan for this particular unit is approximately ten to 15 years.

Hydronic Steamed / Chilled Water

Amy Biehl High School contracts with Industrial Water Engineering to perform water analysis for their steam boiler and chilled water system. The entire water treatment system is tested and evaluated weekly with a provided full report of findings including lab analysis of mineral and water samples. A customized water treatment program is utilized and designed for a holistic approach maximizing efficiency and safety. The treatment program protects the system from damage and maintains safety, extending equipment life from corrosion and scale deposits; legionella and biological fouling. Installation of a new blow down controller is scheduled for 2022. The exiting controller was installed in 2007 and is unreliable and the water treatment is suffering as a result.

In 2020, static pressure differential monitoring gauges were added to the filter racks of air handlers (2) two and (3) three to provide air filter pre-placement on a centered program. This was incorporated into their new HVAC Alerton Ascent Building Management Automated System, automatically sending an alert to the status of the filter condition. However, the filter rack in air handler (1) one, has not received this upgrade. This is planned for 2022.

The Condensate Drain channels for the Hot/Deck fins were modified to prevent leaks. The drain channels were modified several years ago to prevent leaks and allow for proper condensation drainage. Due to the age and design of the units, it is recommended that a mechanical engineer evaluate and determine if the current design is adequate or can be modified. The current drain channels for condensation have been adequate, however, a mechanical engineer should be brought in to determine the scope of work and feasibility.

In 2021 a new motor was installed in air handler (1) one for the relief/return fan including new actuator valves and controls incorporating integrating it into the Alerton HVAC Building Automation System allowing the relief fan to be scheduled, programmed, and function automatically with the HVAC system. Some Actuators controlling dampers in Air Handling Units (AHUs) (2), (3) and (4) need to be replaced with new actuators, AHU (4) requires new controller upgrades to work with the building's upgraded automation system.

It has been recommended by their Automated Control System Contractor that a new three-way valve be installed on the chilled water system to regulate and isolate the flow of fluid through the chilled water system. There is currently no way to isolate and regulate the flow of chill water through the chill water loop system.

A new isolation valve was replaced on air handler (2) two in 2020 the original gate valve had deteriorated and was

Electrical

Service to the building is provided by PNM through an underground duct on the north side of the building. Power entering the building is 480/277, 3-phase, 4-wire. Some of the building's power is stepped down to 208/120 at a transformer in the building's basement. Power supply to the building is suitable for the school's needs, but distribution of that power is where there are inadequacies. Many panels in the building are at capacity. The existing inverter is also in need of replacing due to the lack of capacity due to increased demand from emergency fire exit and emergency lighting requirements. An electrical upgrade necessary to support technology and lab station upgrades is also needed.

In 2019 Amy Biehl High School contracted with Caldwell Electrical Contractors to retrofit approximately ninety (90) percent of the facility from incandescent and fluorescent lighting to LED, improving the lighting in the classrooms, assembly hall, lobbies, and common areas. Making these fixture dimmable would be advantageous to the learning environment.

Fire Protection / Life-Safety Systems / Accessibility

The building's fire protection system is up to current state, local and federal codes and regulations. In 2022, a five year internal sprinkler pipe inspection was conducted by Western States Fire Protection Company to inspect and determine the internal condition of the sprinkler pipes. The inspection passed with no deterioration or corrosion.

Asbestos

Havona Environmental was contracted to perform testing on the asbestos in the Mezzanine mechanical room on the duct insulation coating and pipe insulation wrap where AHU (2) two and (3) three are located. In 2020 Amy Biehl High School contracted with Keers Remediation Inc. to perform testing, removal and remediation of all existing insulation in this area. Integrity Insulation was contracted to re-insulate all pipes and coating on the AHU's the building currently still has the presence of asbestos in the attic and basement where AHU (1) one and (4) four are located. Havona Environmental indicated that the current asbestos in the attic and basement will not pose any health risk or danger as long as the insulation and coating is not disturbed. However, it is the recommendation of Havona Environmental and Keers Remediation Inc. that all remaining insulation and coating in the building with asbestos be removed and re-insulated.

The court room has a natural wood floor installed and will need to be refinished as contraction has caused squeaks and creeks in many areas of the room. The first floor north exit also has natural wood floor that will need to be refinished. The natural wood floor is part of the architectural and historic integrity of the building and is valuable and integral to many of the events and classes that the students and staff have in the room.



The Court room on the Second Floor

Safety and Security - Install film on glass in doors to classrooms to prevent unwanted entry, and in all doors in halls to prevent injury from broken glass. The extent of glazing will need to be measured and a quantity take off completed.



Representative Example of an Upper Floor Door

Capital Program

Planning Strategy

This FMP was presented to the faculty and staff on 27 April 2022 and parents on 18 May 2022. We synthesized the talking points into 3 categories with five topics we asked them to prioritize.

The topics were: Priorities for Below Adequacy Standards, Big Bold Beautiful Ideas, and Maintenance and Operation. A description of each situation is below.

Table III-C-2 - Capital Improvements Priority

Room/Area	Description	Budget
Expected completion of 2022-2023		
Maintenance		
Paint wood window frames	Routine maintenance	major
Install interior second windows	Keep the historic windows on the facade	major
Roof-recoating elastomeric roofing	Required every 10 years	major
Repair stucco on the exterior	Patching annually	minor
Scope sanitary line	Recommended annually	minor
Install static pressure differential monitor gauge	Planned for 2022 in filter rack of air handler 1	minor
Replace actuators in AHU	And new controller upgrades to building automation system	major
Install 3-way valve on chiller water system	Recommended by automatic controls contractor	minor
Replace isolation valve	Scheduled for 2023	minor
Replace existing inverter	Routine maintenance	minor
Asbestos remediation in attic and basement	No immediate danger, necessary if basement becomes occupied space	major Approx. \$6/SF
Electrical Engineer check: Panel loads	This is listed in seed projects	major
Electrical Engineer check: Existing air handlers condensate drains		major
Systems, Security and Broadband		
Intercom	Throughout buildings	major
IT room in the basement	120 SP minimum	major
IT office and equipment repair	in basement adjacent to IT room 144 SF	major
Safety film installed on glass in doors	throughout school	minor
Standards Based Curriculum/Ancillary		
Gold Street Station	Perimeter defined by shelving for books, tables and chairs, and a wireless access point (WAP)	minor
Senior Student Studio	Tables, chairs and a WAP	minor

Room/Area	Description	Budget
Expected completion 2024-2025		
Maintenance		
Roof- Recoating elastomeric roofing	Required every 10 years	major
Install auto sensor faucets in restrooms	And the power required for them	major
Install Dyson dryers in restrooms	To reduce energy and waste	minor
Replace Chiller	It is 15 years old, and Carrier recommended replacing	major
Refinish and repair courtroom hard-wood floors		minor
Systems, Security and Broadband		
Student & staff proximity cards	Tied to student of staff cards	major
Standards based Curriculum/Ancillary		
The Docks	Capital Improvement- computer research	major
Nurse/isolation room	Capital Improvement- health and safety	major

Room/Area	Description	Budget
Expected completion 2026-2027		
Maintenance		
Roofing- infrared scan roof for trouble spots	Noninvasive means to check substrate	major
Remove steel on flat roof	Mechanical equipment it served was removed	major
Systems, Security and Broadband		
Standards based Curriculum/Ancillary		
Relocated Media Room	Returns their existing room to a classroom	major
Music Room	Part of renovated basement	major
Ancillary music spaces	Part of renovated basement	major
Makers space	Part of renovated basement	major
PE dojo	Part of renovated basement	major
Changing Rooms	Part of renovated basement	major

Summary of Prioritizing

The following topic categories were selected to cover the main discussions the steering committee found to be reoccurring: Adequacy Standards, Big Bold Beautiful Ideas, Maintenance and Operations. Within those three-topic areas we selected representational projects to garner feedback on the scope of change that may be acceptable, whether big ideas or small changes were favored, whether network and utility upgrades were as valued as new spaces.

The Polls were taken at three different times and utilized three different techniques. The Students created a QR code with which to download the topics and priority categories. Their responses were collected, and averaged, standard deviations were broken by standard deviation. The parents were invited to an on-line meeting where polling capabilities were part of the data collection the program offered. Parents were instructed to select their top three in each category. These were tabulated and assigned points for selection, and a sliding scale of 3, 2 or 1 points based upon position. The staff meeting was live, in person. They had access to the poll on their phones or tablets. Data was tabulated through the program.

In the first category, **Below Adequacy**, there was no clear leader and, at the time of polling, the student priorities were flipped from the adults. All are viable candidates, and the school will benefit from all areas being brought up to Adequacy Standards.

The **Big Bold Beautiful Ideas** favored clearing out the basement as potential area for growth though putting curriculum down there right away was not as strongly favored; edged out by Gold Street Station and the Docks. Both of those spaces are media centers set up for students to read, research and collaborate in an informal setting.

Maintenance and Operations showed strong desires to improve the exterior windows which offer energy efficiency and reduced street noise. The other acoustic category was to study the hallways and reduce the noise from there entering the classrooms. All are strong candidates for capital improvements and should be on the list submitted for funding.

All participants were glad to have a say in the process as they share the desire to make their school better. To improve the learning environment, expand the curriculum offered and to maintain the envelope of this unique historical building they call home.

Summary of Priorities

Priority Order From Students

Priorities from Students

Below Adequacy	Big Bold Beautiful	Maintenance & Operations
1. Network Distribution	Basement Remediation	Acoustics
2. Nursing & Wellness	Basement Curriculum	Exterior Windows
3. Library Media & Research	Senior Lounge	Electrical Redistribution
4. Arts Education	Gold Street Station	DDC Controller Upgrades
5. Physical Education (PE)	The Docks	Re-Roofing

Priority Order From Parents

Priorities from Parents

Below Adequacy	Big Bold Beautiful	Maintenance & Operations
1. Art Education	Basement Remediation	Exterior Windows
2. Network Distribution	Gold Street Station	Electrical Distribution
3. Library Media & Research	The Docks	Acoustics
4. Nursing & Wellness	Basement Curriculum	Re-Roofing
5. Physical Education (PE)	Senior Lounge	DD Controls (HVAC)

Priority Order From Educators

Priorities from Educators

Below Adequacy	Big Bold Beautiful	Maintenance & Operations
1. Art Education	Basement Remediation	Exterior Windows
2. Library Media & Research	The Docks	Re-Roofing
3. Physical Education (PE)	Gold Street Station	Acoustics
4. Nursing & Wellness	Basement Curriculum	Electrical Distribution
5. Network Distribution	Senior Lounge	DD Controllers

Situation:

We have identified that we are below adequacy standards in Art Education including dance, music, theatre/drama, and visual arts programs. In high school, no less than 5 SF per student should be available. The existing facility has a 550 NSF classroom for visual arts.

Response:

ABHS would like to expand the arts offered, add music, and relocate the video makers lab to the basement so their current room could be used for curriculum that would benefit from natural light. ABHS should provide additional ancillary space for group music practice, individual music practice, and specialized storage/library rooms. Dedicated art rooms, excluding performing arts, shall have a sink with an interceptor trap.

Situation:*Library Media and Research Centers*

A school facility shall have space for students to access research material, computer workstations, literature, non-text reading materials, books, and technology, including digital devices. This shall be a flexible space with comfortable seating that has wired and wireless connectivity. These areas are below adequacy standards and ABHS has plans to join these needs with technology needs. Technology and computer skills instruction need space that may be distributed throughout the facility; no less than 900 SF.

Response:

ABHS prefers to distribute space around the school rather than concentrating it into a computer lab. Spaces planned for new computer Lab and research include a part of the wide hall south of Indaba we refer to as the Gold Street Station, the renovated area on the north side of the school called the Docks and a proposed Senior Lounge created on the third floor off the east hallway. All are to contain furnishings conducive to reading, research and collaboration.

Situation:

Nursing & Wellness counseling programs shall have a separate space to isolate the sick students. The space shall contain secure storage for records, medications supply, and have a telephone. It shall be a minimum of 150 SF but sized to be 1 SF/student of planned capacity = 400 SF. The Nurse/Health office is below adequacy standards and should be brought up to current standards.

Response:

Room 118 and the ground floor PE room may need to be merged to accommodate this area requirement, or a new location sought.

Situation:*Network Distribution*

Our plan for ABHS is a secure dedicated network room of 120 SF securable, well-ventilated, temperature-controlled space to accommodate routers, switches, servers, and other devices to support school technology needs. Currently, the tech support spaces on the ground floor do not meet adequacy standards for IT rooms.

Response:

A new room in the basement area is desired for the racks and panels required for a proper IT room; it will also require an HVAC system.

BIG BOLD BEAUTIFUL IDEAS

Basement Remediation / Clean Out (Phase 1)

Beneath the building is 15,000 SF of under-utilized space. In this space, asbestos is present in the floor tile and pipe insulation. This plan includes remediation or removal of the tile and insulation, so asbestos is not present in this space. There are a lot of non-structural partition walls that should be removed to open the space and eliminate hidden recesses.

Many pipes run overhead, some too low to allow us to occupy the space. An engineer can identify which pipes are no longer in use and may be removed. And we can look to raise other pipes to accommodate the code head height requirement.

In the southeast area, near the marble stairs, we plan to locate the Network server room, an area for computer upgrades and repair, as well as an office for the IT manager.

The docks offer outdoor seating within a protective barrier. During nice weather, students can sit on patio style furniture outside. The dock and landing can have moveable tables and chairs. A WAP (wireless access point) will provide internet connection and, where possible, outlets will be available. The informal space can still be utilized for the occasional delivery as the furniture can stack away. There is informal seating available around the campus. The benches that were in front of the school were removed to reduce transients from camping out on them all day.

Gold Street Station utilizes a portion of the commons along Gold Street south of Indaba. A portion of the wide hall would be enclosed with open bookcases to define the space. Area rugs and furniture would be placed to create a space for reading, research, or quiet communication. A mixture of lounge seating and tables and chairs will be available. The bookcases may contain study guides and research materials. A WAP will provide connectivity for the students. And power outlets shall be installed in to this area.

Basement Arts, Makers Space (Phase 2)

After the work is completed in Phase 1, curriculum may be added to the basement. We have identified many of the Arts as potential candidates: Music, Media Arts, Makers Spaces. The Media Arts Spaces would relocate from the 3rd floor space allowing that space to be used as an instructional or student support space.

Some dojo style PE may be relocated where less noise will be heard. A general seating area may also be added, and a portion of the ground floor above removed to allow students to more easily flow between the ground floor and basement, making it less of an enclosed space.

A Senior Lounge is planned for a third-floor classroom space on the east side of the building. It is a touch down space for seniors to meet and study. If the programs are moved out of the Simms building, a Senior lounge will continue to offer them some autonomy. This space will have tables and chairs, lounge seating, and some microwave ovens.

Maintenance & Operation

Aside from the glamorous aspects of the building, money is required for Maintenance and Operations of the facility. Many projects require funding, and some projects may require a study before implementation including:

Exterior Windows: The windows are part of a historical building, and the appearance of the building requires no major changes to the appearance without permission. What has been done successfully at other old downtown schools was the addition of a second window installed on the interior of the historic window. The second window reduces the ambient noise from the urban environment and reduces energy use. Both beneficial to the learning environment and the school's bottom line.

Reroofing: The tile roof is having repairs done this year. A scope of work and cost should be established for a reroof of the signature red tiles on the slopping roofs. There are also flat portions of the roof that have a coated membrane. The next time the interior flat roof is done, it should include the removal of the old steel on the flat roof that was the work platform for equipment that has been removed. An infrared scan of the roof can expose problem areas with the substrate and proper repairs can be done.

Acoustics: If the transoms are to remain the path for return air, other means of acoustic absorption will need to be studied. Reducing noise from the halls will reduce disturbances inside the classrooms. An acoustician may be hired to study the situation and propose a remedy and cost estimate.

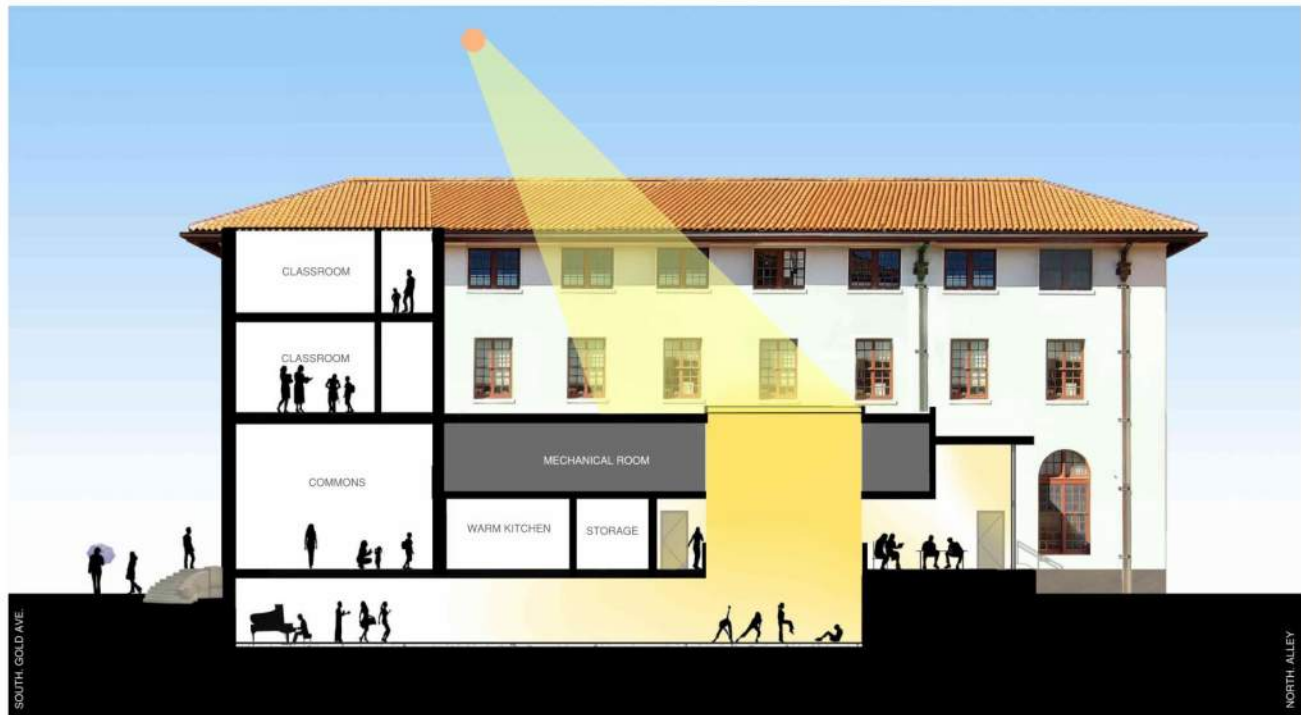
Electrical Redistribution will ensure there is adequate distribution of power to all wings of the school and spare breakers for future expansion. Although there is adequate power supplied to the building, it would benefit from redistribution to sub panels distributed throughout the building to better serve the building and meet current and future power demands.

DDC Controller Upgrades for mechanical HVAC allow remote monitoring of the mechanical units. This can help find problems before they grow and require expensive repairs. Nodes are incorporated onto the pipes and units that feed information to a computer which can be accessed on site or by a mobile device.

Technical Appendix

A. Please provide the following for the facility.

1. Site Plan to Scale that labels the buildings in use.
2. Floor Plan to scale with room number and use of each room/space labeled. Identify vacant or underutilized spaces and/or instructional spaces that have been re-purposed for some other use. Identify support spaces.
3. Utilization detail - Using PSFA Utilization forms for elementary and secondary schools located at <http://nmpsfa.org/?q=facility-planning> (under operations/planning dropdown) prepare a utilization analysis that identifies the following (please note, utilization forms can be modified to fit unique or different situations as long as requested information below remains):
 - a. Room Number
 - b. Teacher identification (For privacy, we are no longer requesting name)
 - c. Classroom square footage
 - d. Number of students allowed per adequacy
 - e. Number of students in room for the school day or class period
 - f. Current room use by school day, hour, and/or class period
 - g. Original intended use for room (elementary only)
 - h. Classroom occupancy and occupancy percentage
 - i. Number of hours room is used by day and week based on available hours in school day
 - j. Utilization rate for individual space as well as statewide average
 - k. Color code uses based on utilized, vacant/non-assigned spaces, prep period, underutilized space, specialized space, and/or space scheduled as necessary
12. Provide current FMAR
13. Provide overview of school technology plan (if applicable)
14. Provide overview of school energy management plan (if applicable)
15. Additional supporting material as needed

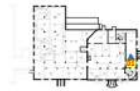
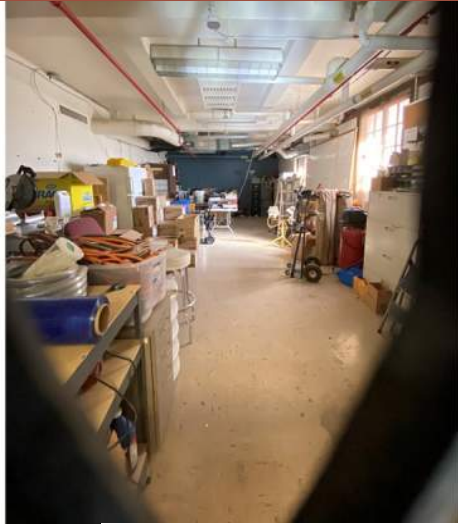


Proposal to remove a portion of the first floor to open up the basement and create a greater flow between the basement and ground floor.



Existing Basement Plan with key to the photographs on the following pages.

• 01



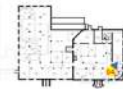
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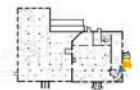
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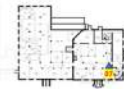
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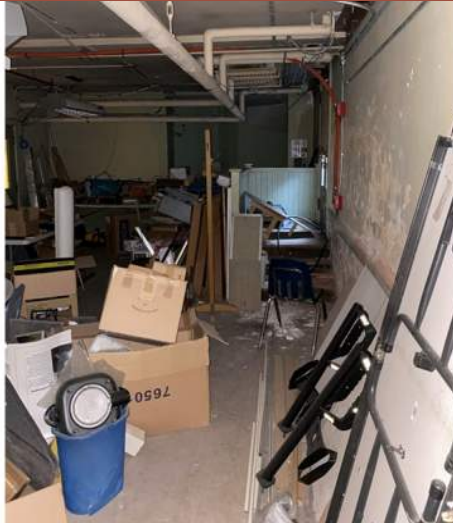
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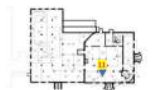
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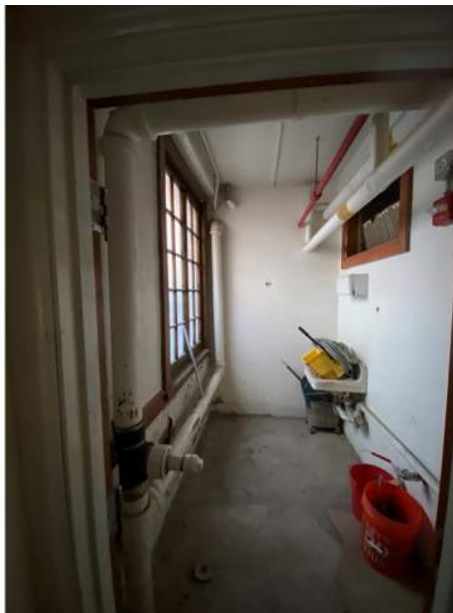
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• 11



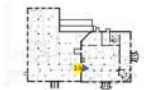
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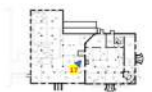
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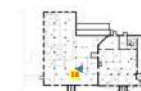
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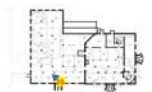
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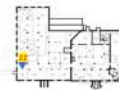
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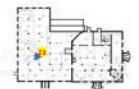
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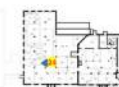
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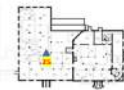
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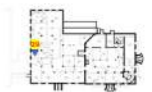
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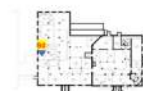
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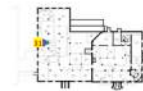
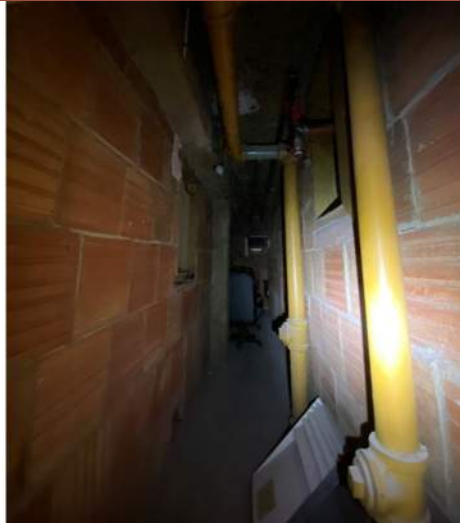
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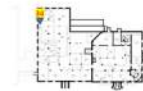
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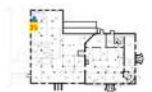
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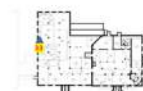
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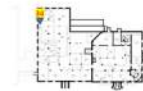
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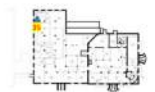
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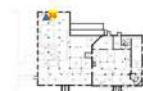
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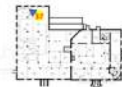
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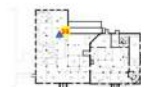
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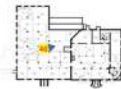
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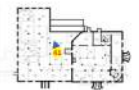
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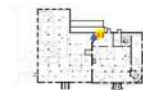
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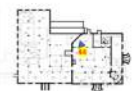
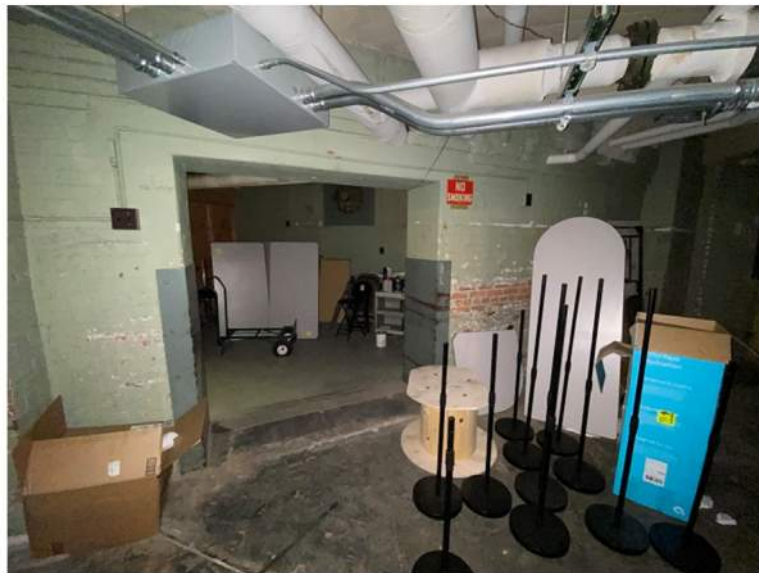
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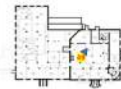
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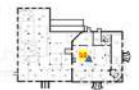
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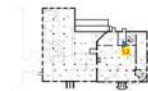
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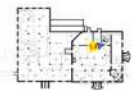
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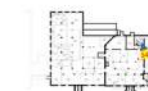
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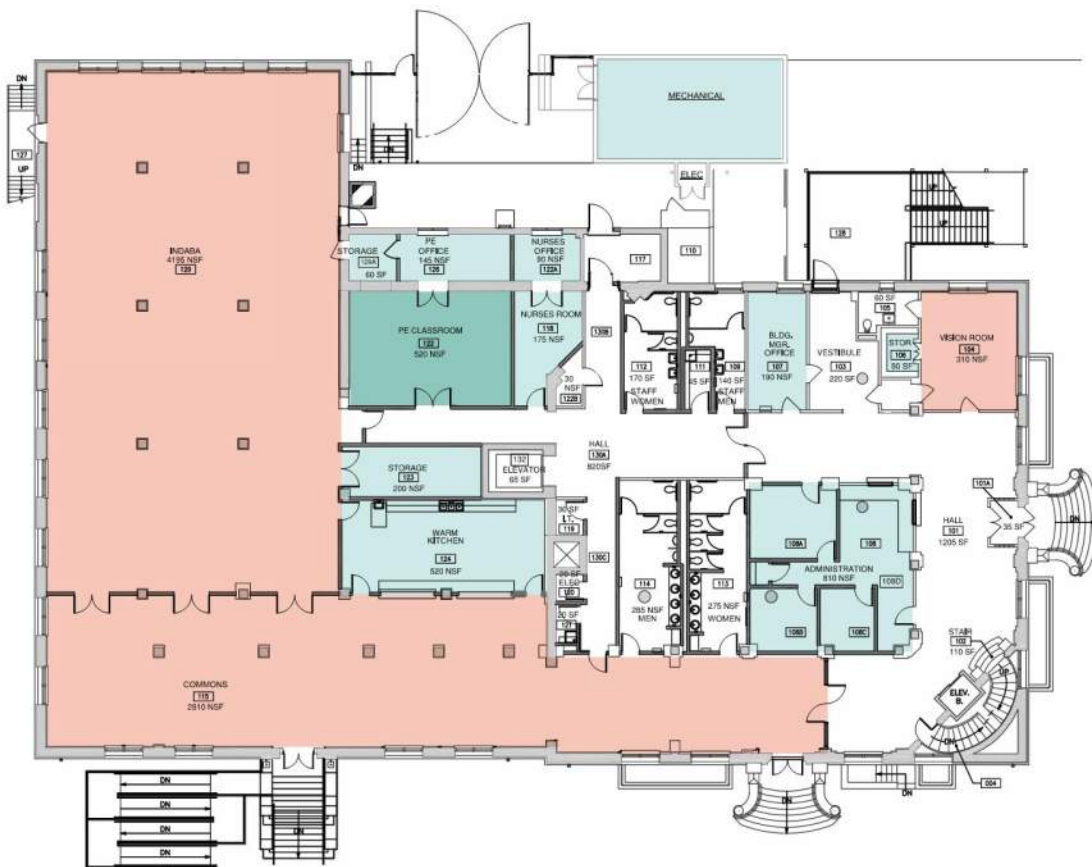
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BUILDING CONDITION ASSESSMENT



- GENERAL CLASSROOM
- SCIENCE
- ART
- SUPPORT
- GATHERING
- STUDENT SUPPORT CENTER



BUILDING CONDITION ASSESSMENT

- GENERAL CLASSROOM
- SCIENCE
- ART
- SUPPORT
- GATHERING
- STUDENT SUPPORT CENTER

AMY BIEHL HIGH SCHOOL

BUILDING CONDITION
ASSESSMENT

AS EXISTING
MARCH 2022



1 2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"



LEGEND

- GENERAL CLASSROOM
- SCIENCE
- ART
- SUPPORT
- GATHERING
- STUDENT SUPPORT CENTER

AMY BIEHL HIGH SCHOOL

BUILDING CONDITION
ASSESSMENT

AS EXISTING
MARCH 2022



1 3RD FLOOR PLAN
SCALE: 1/16" = 1'-0"



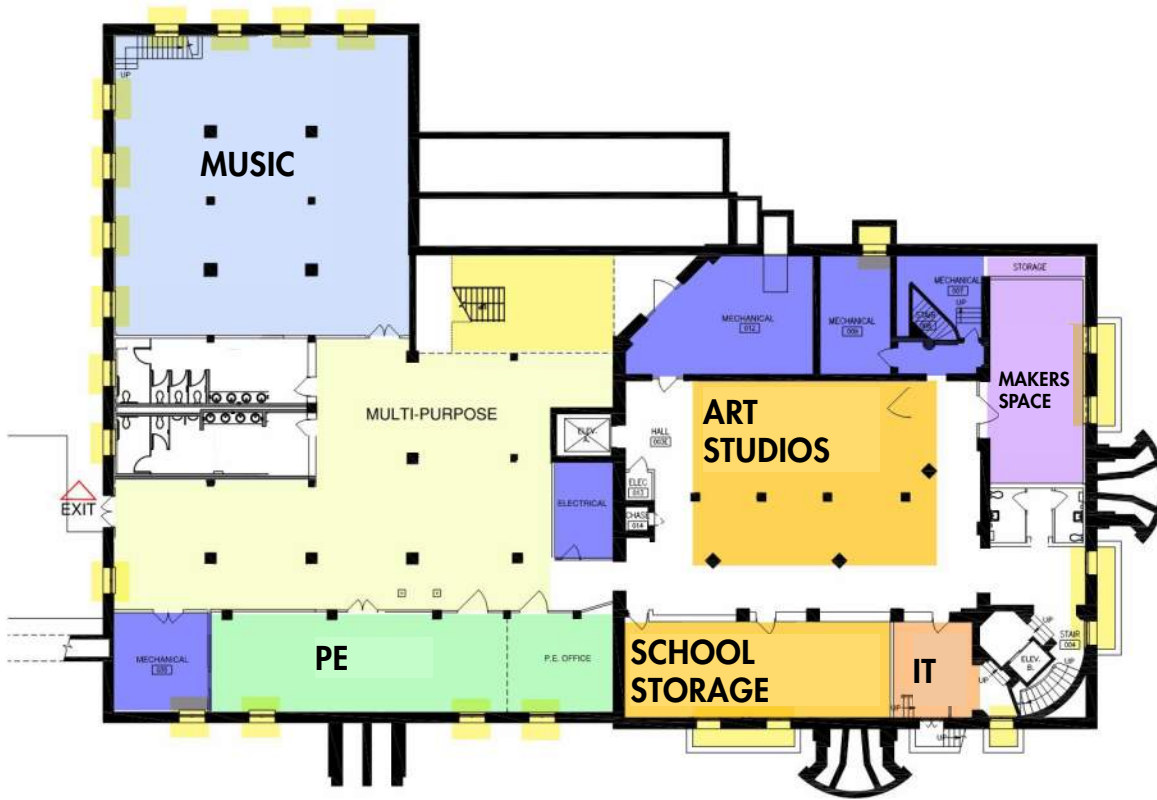
LEGEND

- GENERAL CLASSROOM
- SCIENCE
- ART
- SUPPORT
- GATHERING
- STUDENT SUPPORT CENTER

AMY BIEHL HIGH SCHOOL

BUILDING CONDITION
ASSESSMENT

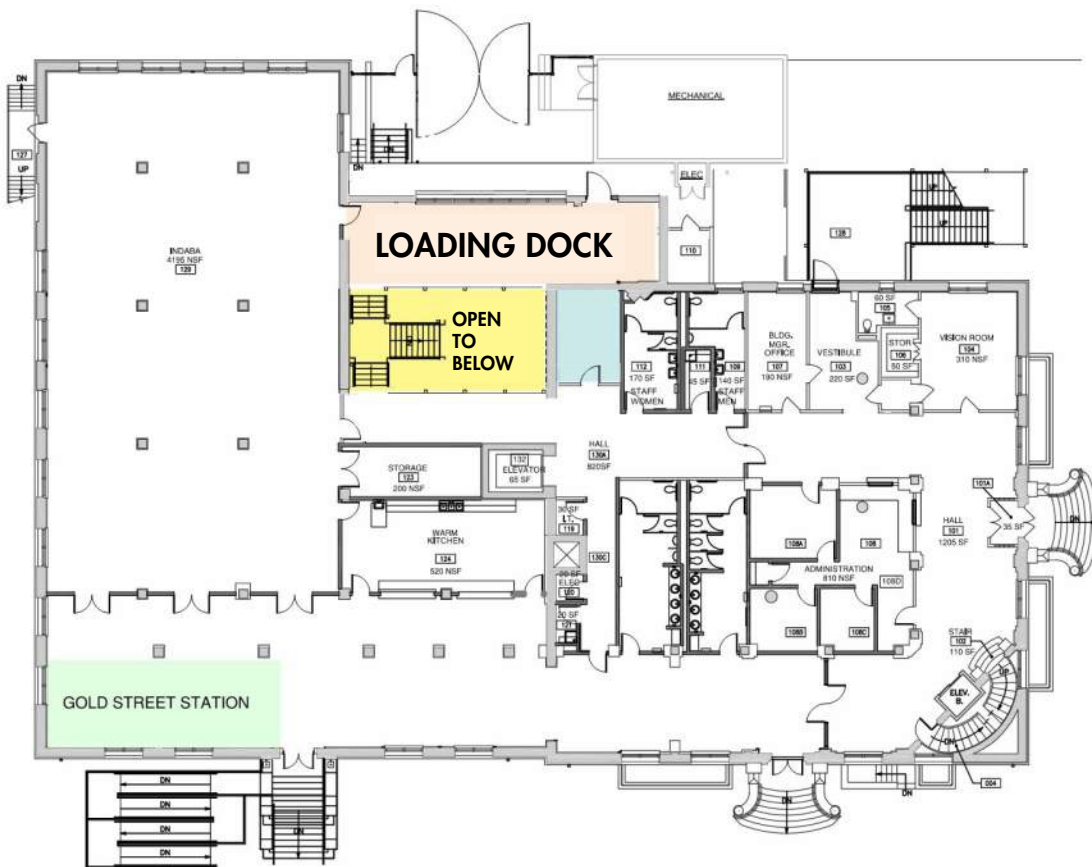
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MARCH 2022



1 BASEMENT FLOOR PLAN
SCALE: 1/16" = 1'-0"

LEGEND

- P.E.
- MECHANICAL & ELECTRICAL
- AUDIO-VISUAL
- MUSIC
- MULTI-PURPOSE
- SUPPORT
- *LIGHT ENTRANCE
- MAKER'S



1 GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

LEGEND

- NURSE ROOM
- **INTERACTIVE PODS
- *LIGHT ENTRANCE
- EXPANSION

AMY BIEHL HIGH SCHOOL

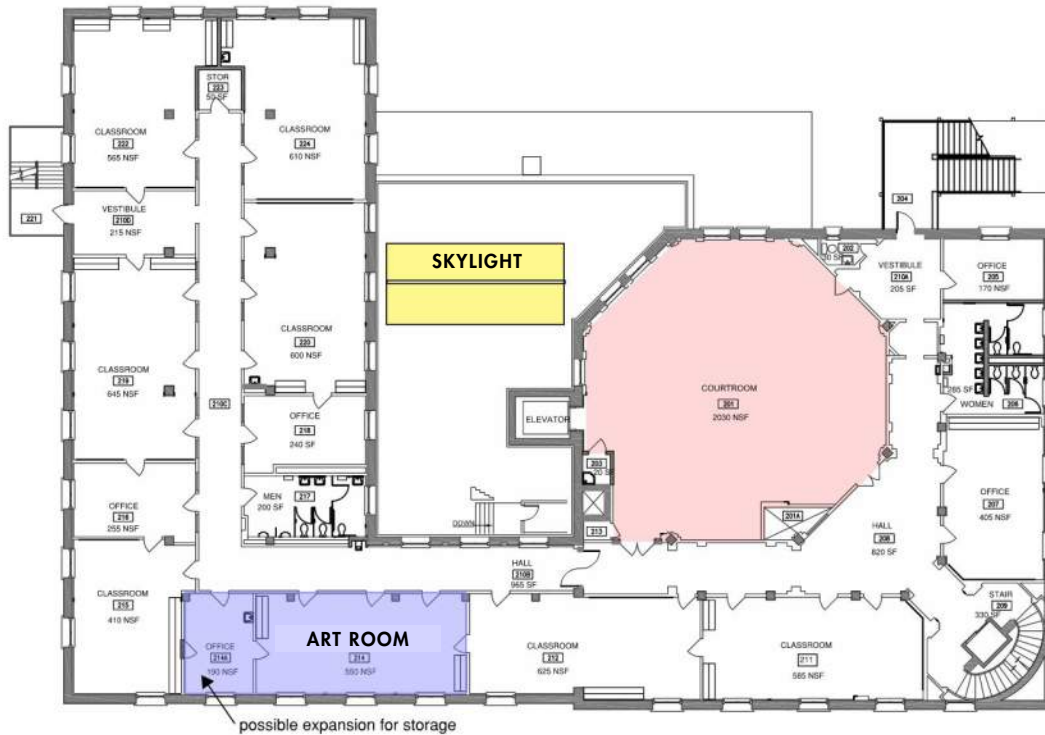
BUILDING CONDITION
ASSESSMENT

AS EXISTING
MARCH 2022

AMY BIEHL HIGH SCHOOL

BUILDING CONDITION
ASSESSMENT

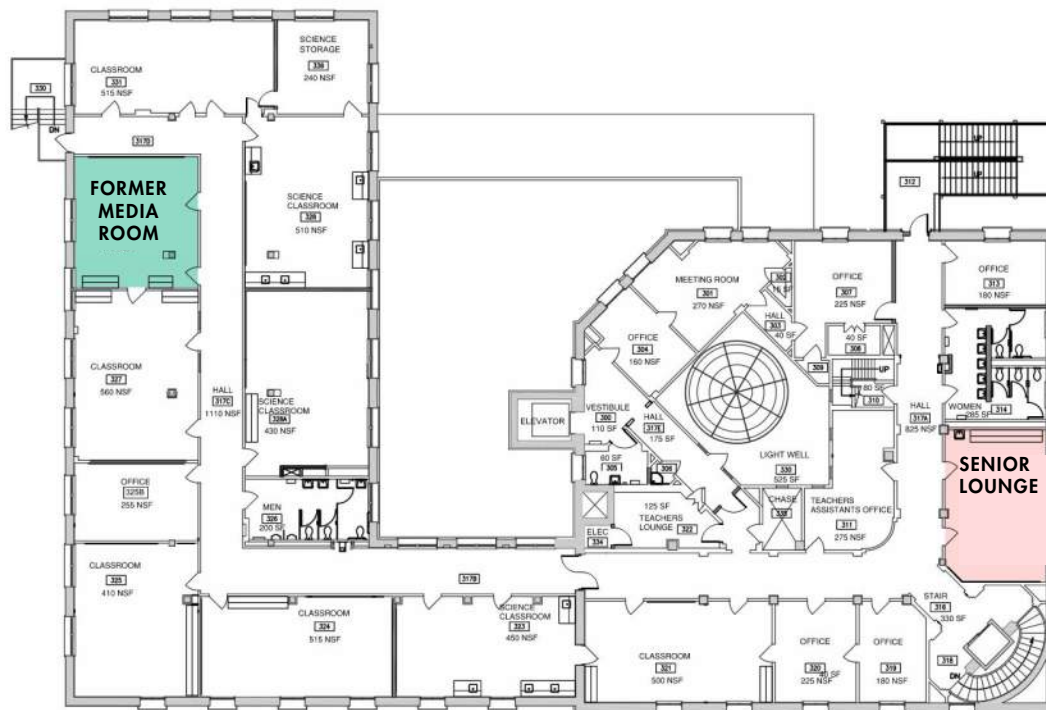
AS EXISTING
MARCH 2022



1 2ND FLOOR PLAN
SCALE: 1/16" = 1'-0"

LEGEND

- GENERAL CLASSROOM
- SCIENCE
- ART
- SUPPORT
- GATHERING
- STUDENT SUPPORT CENTER
- POTENTIAL LIGHTWELL
- POTENTIAL P.E. ROOM



1 3RD FLOOR PLAN
SCALE: 1/16" = 1'-0"

LEGEND

- GENERAL CLASSROOM
- SCIENCE
- ART
- SUPPORT
- GATHERING
- STUDENT SUPPORT CENTER
- *NOT ASSIGNED

AMY BIEHL HIGH SCHOOL

BUILDING CONDITION
ASSESSMENT

AS EXISTING
MARCH 2022



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

CHRISTOPHER N. RUSZKOWSKI
PUBLIC EDUCATION SECRETARY-DESIGNATE

SUSANA MARTINEZ
GOVERNOR

October 31, 2017

SENT BY USPS FIRST-CLASS MAIL AND ELECTRONIC MAIL

Patricia Matthews
Attorney at Law
Matthews Fox, P.C.
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505

Re: Revised Lease Purchase Arrangement between Amy Biehl High School Foundation and Amy Biehl High School

Dear Ms. Matthews:

The Public Education Department has reviewed the latest revised Lease Purchase Arrangement between the Amy Biehl High School Foundation and Amy Biehl High School, together with the most recent appertaining exhibits (*Lease Purchase Arrangement*), for compliance with the pertinent sections of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978, and with the applicable provisions of other New Mexico laws.

The specific *Lease Purchase Arrangement* reviewed by the Public Education Department was the Microsoft Word version of the corrected financing agreement you transmitted with your e-mail dated September 29, 2017, to Robert F. Sánchez, Assistant General Counsel for the Public Education Department.

The Public Education Department by this letter informs Amy Biehl High School's governing body that based on our state agency's review, the *Lease Purchase Arrangement* identified in the previous paragraph has been approved in accordance with Section 22-26A-4(B) NMSA 1978.

As is provided in the *Lease Purchase Agreement* itself, the financing agreement is subject to approval by the Public School Facilities Authority, pursuant to Section 22-20-1(A)(2) NMSA 1978.

Patricia Matthews
October 31, 2017
Page 2

Please send Pamela Jones, with the Public Education Department's Office of General Counsel, fully executed copies of the *Lease Purchase Arrangement*, as well as complete copies of all accompanying exhibits and related attachments, when those become available to you.

Regards,

A handwritten signature in cursive script, appearing to read "Marian K. Rael".

Marian K. Rael
Acting Deputy Secretary of Finance & Operations

MKR/aar

E-copies: Christopher N. Ruszkowski, Public Education Department Secretary-Designate
Dawn E. Mastalir, General Counsel
David Craig, School Budget & Finance Analysis Bureau Director
Antonio Ortiz, Capital Outlay Bureau Director
Frank McCulloch, Amy Biehl High School Executive Director

LEASE PURCHASE ARRANGEMENT

Between

Amy Biehl High School Foundation,
A New Mexico nonprofit corporation,
as Lessor,

and

Amy Biehl High School
A New Mexico public charter school,
as Lessee.

Dated as of _____, 2017.

THIS LEASE PURCHASE ARRANGEMENT (referred to herein as "this Agreement"), is made this ____ day of _____, 2017, between Amy Biehl High School Foundation, a New Mexico nonprofit corporation ("Lessor"), and Amy Biehl High School, a New Mexico public charter school ("Lessee").

Recitals

A. Lessee is a New Mexico public charter school as defined in Section 22-8B-2(A) NMSA 1978, authorized to enter into a "lease purchase arrangement" in accordance with the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978 (the "Public School Lease Purchase Act").

B. Lessee's governing body has determined that it is necessary, desirable, and in the best interest of Lessee to lease, and subject to certain contingencies as set forth in this Agreement, and to the separate statutory approval of the Department and the Public School Facilities Authority ("PSFA"), to purchase from Lessor the Land and Improvements (collectively the "School Site") located at 123 4th Street, Albuquerque, NM 87102, as shown in Exhibit "A" hereto.

C. Lessor is a nonprofit corporation duly organized and existing under the Nonprofit Corporation Act, Chapter 53, Article 8 NMSA 1978.

D. Lessee's governing body has not formally promised or undertaken to provide as security for the debt or financial obligations of either a private nonprofit entity specifically organized under Section 22-8B-4.2(D)(2)(b)(2) NMSA 1978, or a private nonprofit corporation, domestic or foreign, as defined in the Nonprofit Corporation Act, any public education funds, or other state or federal funds, received, or to be received, from or through the State of New Mexico, relative to this Agreement.

E. This Agreement, once fully executed by the parties, replaces and supersedes the Lease Agreement between Lessor and Lessee dated June 3, 2015.

Agreement

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and all appertaining exhibits and documents, have the meanings herein specified.

"Agreement" has the same legal meaning and effect as either the term "lease purchase arrangement" or "financing agreement," as these latter two terms are defined in Section 22-26A-3(A) NMSA 1978, whether capitalized herein or not.

"Public School Capital Outlay Act" means the Public School Capital Outlay Act, Chapter 22, Article 24 NMSA 1978.

"Charter Schools Act" means the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

"Commencement Date" means the date of execution of this Agreement by the parties after approval by the Department and the PSFA, after which date the payment obligations under this Agreement will continue for a period not exceeding thirty (30) years after the date of execution as prescribed by Section 22-26A-5(C) NMSA 1978.

"Department" is the New Mexico Public Education Department.

"Improvements" means any building(s), capital improvements and other facilities on the School Site.

"Lessee's Representative" means the chair of Lessee's governing body or any other person duly authorized by Lessee to act on its behalf under or with respect to this Agreement.

"Lessor's Representative" means Lessor's chief executive officer or any other person duly authorized by Lessor to act on its behalf under or with respect to this Agreement.

"Net Proceeds" means any insurance proceeds or condemnation award paid with respect to the School Site, remaining after payment therefrom of all costs and expenses incurred in the collection thereof.

"Public School Capital Outlay Council" means the New Mexico Public School Capital Outlay Council.

"Option to Purchase" means the right of Lessee to purchase the School Site in accordance with the terms of Article VI of this Agreement and the provisions of the Public School Lease Purchase Act.

"PSFA" means the New Mexico Public School Facilities Authority.

"School Site" means the certain parcel of land and easement as described on Exhibit "A" and any Improvements made thereto.

"Term" means the time period during which this Agreement is in effect, as provided in Section 4.1 hereof.

"Statewide Adequacy Standards" means the standards set forth in 6.27.30 NMAC (09/01/2002, as amended through 08/31/2005), and any subsequent amendments thereto promulgated by the Public School Capital Outlay Council, applicable to the School Site, and any

variances from those standards granted to Lessee by the Public School Capital Outlay Council in accordance with Section 22-8B-4.2 (F)(2) NMSA 1978.

“U.S. Quitclaim Deed” means that Quitclaim Deed dated May 28, 2015 from the United States of America to Lessor and recorded as document number 2015046215 on June 1, 2015 in the real property records of Bernalillo County, New Mexico related to the School Site.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A – Legal Description of School Site

Exhibit B – Base Rent Payment Schedule

Exhibit C – Planned Funding Sources and Budget to make Base Rent

Exhibit D – A copy of the Department’s and the PSFA’s separate and respective approvals of this Agreement

Exhibit E – Title Encumbrances Accepted by Lessee

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a duly authorized and existing state-chartered charter school, in accordance with the provisions of the Charter Schools Act.

(b) Lessee has full power and authority to lease, operate, maintain, and acquire the School Site under an option to purchase, to execute and deliver this Agreement, and perform the related transactions in accordance with the provisions of the Public School Lease Purchase Act and other applicable New Mexico statutes, and to carry out its obligations under this Agreement, subject to the limitations and conditions stated herein and the availability of sufficient appropriations and revenues therefor.

(c) Lessee’s representatives executing this Agreement have been duly authorized to execute and deliver this Agreement in accordance with the terms and provisions of a resolution duly passed and adopted by Lessee’s governing body.

(d) Lessee’s governing body has complied fully with all the provisions in Section 22-26A-6 NMSA 1978 and those in the Open Meetings Act, Chapter 10, Article 15 NMSA 1978 applicable to its actions with regard to this Agreement and the acquisition of the School Site through a lease purchase arrangement.

(e) Lessee has immediate need for, and expects to make immediate use of, the School Site being leased with an option to purchase under this Agreement, which need, at the time of approval hereof, is not temporary or expected to diminish in the foreseeable future.

(f) To Lessee's knowledge, there are no pending or threatened legal actions, suits, proceedings, or inquiries disputing Lessee's authority to execute, deliver, perform on, or expend public funds pursuant to, this Agreement.

(g) Lessee shall not transfer, lease, assign, mortgage or encumber all or any portion of its interest under this Agreement, or the School Site itself, except in accordance with the terms and conditions hereunder and as provided by law, including Section 22-26A-5(K) NMSA 1978 with respect to assignment of the lease purchase arrangement to any third party.

(h) Lessee shall use and occupy the School Site for the primary purpose of a public charter school and activities related thereto, or for such other public purposes as may be authorized by state or federal law or permitted by Lessee.

(i) Lessee shall conform and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in its use of the School Site, and Lessee shall not use or suffer to be used the School Site in any manner contrary to any applicable municipal, state, or federal laws, ordinances, rules or regulations, so as to create or cause to exist any nuisance or hazardous condition.

(j) Lessee shall use its best efforts to purchase the School Site from Lessor with funds obtained from lease payment grant assistance from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978, or from other lawfully available funding sources at the earliest possible time, but in no event shall this Agreement have a final payment date exceeding thirty (30) years after the date of its execution by the parties.

(k) Lessee has read and understands the covenants, conditions and restrictions contained in the U.S. Quitclaim Deed, and shall comply with and perform all obligations of Grantor under the U.S. Quitclaim Deed to the fullest extent allowed by applicable law.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a non-profit corporation duly organized, existing, and in good standing under the laws of the State of New Mexico and has full power and authority to enter into this Agreement and to carry out all its obligations hereunder; and Lessor has full power to own, hold, finance, and furnish the School Site in accordance herewith, and to lease and sell the same to Lessee.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or will result in a breach of the terms, conditions

or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound.

(c) Lessor warrants that it is in good standing pursuant to the terms of any mortgage or other financial obligation under which either the Land or School Site, or both, has been given as security for the payment of the underlying debt or financial obligation.

(d) To the best of Lessor's knowledge, Lessor has not received any notice that the School Site and/or the present use and condition of the School Site violates any applicable deed restrictions or other covenants, restrictions or agreements, mortgages or conditions of title or ownership, site plan approval, zoning or subdivision regulations, urban development plans, the laws statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation , or otherwise applicable to the School Site.

(e) To the best of Lessor's knowledge, there are no underground storage tanks at the School Site and, to the best of Lessor's knowledge, Lessor has not used the School Site to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 U.S.C.A. §§6901 *et seq.*) as amended, the comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Lessor's knowledge, Lessor has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous substances on or off the School Site on adjacent properties; provided that, Lessor affirmatively discloses the information contained in the U.S. Quitclaim Deed, which has been provided to Lessee.

ARTICLE III AUTHORIZATION OF AGREEMENT

Section 3.1. Agreement. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor with an option to purchase, upon the terms and conditions set forth in this Agreement, provided that the terms and conditions herein are not in contravention of any applicable laws. This Agreement, once fully executed, shall supersede any prior written agreement between the parties for the lease of the School Site.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants with respect to the School Site to provide Lessee during the Term with quiet use and enjoyment of the School Site, and Lessee shall during the Term peaceably and quietly have and hold and enjoy the School Site, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.3. Lessor Access to School Site. Lessee agrees that following the Commencement Date of this Agreement, Lessor during the Term shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine

and inspect the School Site for the purpose of assuring that the School Site is being properly maintained, preserved and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations or additions to the School Site.

ARTICLE IV TERM OF AGREEMENT

Section 4.1. Term. The Term shall commence upon the execution of this Agreement by the Parties after approval of the Department and the PSFA ("Commencement Date") and continue for 22 (twenty-two) years ("Term").

Section 4.2. Termination of Agreement. This Agreement shall terminate upon the occurrence of the first of the following events:

- (a) the purchase of the School Site by Lessee pursuant to Article VI of this Agreement;
- (b) a default by Lessee and Lessor's election to terminate this Agreement pursuant to Article XI;
- (c) a default by Lessor and Lessee's election to terminate this Agreement pursuant to Article XI; or,
- (d) if sufficient money is not available to meet any current lease payment.

Section 4.3. Effect of Termination of Agreement. Upon termination of the Agreement:

(a) All unaccrued obligations of Lessee hereunder shall terminate, but all obligations of Lessee that have accrued hereunder prior to such termination shall continue until they are discharged in full, subject to the provisions of Section 22-8B-12.1(C); and subject to NMSA 1978, and of Section 22-2-2(C) NMSA 1978, under which the Department may assume control and management of Lessee's assets and finances, and over the powers and duties of Lessee's governing body designated as a board of finance under Section 22-8B-6(L)(4) NMSA 1978.

(b) If the termination occurs because of the occurrence of a non-appropriation as described in Section 4.2(d) or an Event of Default under Article XI hereof, (i) Lessee's right to possession of the School Site hereunder shall terminate; (ii) Lessee shall, within ninety (90) days thereafter, vacate the School Site; and (iii) if and to the extent Lessee has appropriated funds for payment of Base Rent and Additional Rent payable or for Lessee's use of the School Site during, the period between termination of the Term and the date the School Site is vacated, Lessee shall pay such Base Rent to Lessor or to the other Person entitled thereto, subject to the provisions of Section 22-8B-12.1(C) NMSA 1978 and to the authority of the Department under the provisions of Section 22-2-2(C) NMSA 1978 as set forth hereinabove.

(c) Lien on Improvements by Lessee. If the State of New Mexico's or Lessee's funds, above those required for lease payments, are used to construct or acquire Improvements after the Commencement Date, the cost of such Improvements shall constitute a lien on the School Site in favor of Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title, at the option of Lessee: (1) Lessee may foreclose on the real estate lien; or (2) the current market value of the School Site or other real property at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement shall be paid to Lessee. The priority of any such lien shall be determined according to New Mexico law.

Section 4.4 Continuation. Pursuant to Section 22-26A-5(I)(2015) the parties agree that there is no legal obligation for Lessee to continue this Agreement from year to year or to purchase the School Site, in accordance with Section 22-26A-5(I) NMSA 1978.

ARTICLE V AGREEMENT RENTAL PAYMENTS

Section 5.1. Agreement Payments.

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full lease payment for the premises a sum equal to the amounts provided in the "Base Rent Schedule" attached as Exhibit B ("Base Rent"), payable monthly on the first day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement.

(b) A portion of each payment of Base Rent is paid as, and represents payment of, interest as shown on Exhibit B hereto, which sets forth the principal and interest component of each payment of Base Rent. Upon receipt by Lessor of each payment of Base Rent, Lessor shall apply the amount of each Base Rent payment to principal and interest as shown on Exhibit "B," thereby reducing the purchase price to be paid on the Option Date.

(c) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, do not include payments for repair, maintenance, operating expenses and the like which are otherwise obligations of Lessee as Operating Expenses under the terms of Section 7.1 of this Agreement.

(d) The Base Rent and other obligations payable by Lessee under this Agreement shall constitute currently appropriated expenditures of Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of Lessee or a mandatory charge or requirement against Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

Section 5.2. Notwithstanding any other provisions in this Agreement, the parties agree that Lessee's governing body has not pledged, transferred, or granted a security interest in, or assigned to any private third party, public funds, monies, grants, or other distributions received, or to be received, by Lessee from or through the State of New Mexico, for the purpose of

securing payment of a third-party debt or full performance on a monetary obligation relative to the acquisition of the School Site through the issuance and sale of educational facility revenue bonds (or conduit bonds) or any other funding mechanism.

ARTICLE VI CONTINGENT OBLIGATION TO PURCHASE

Section 6.1. Option to Purchase. In consideration of the agreements, promises and covenants made in this Agreement, and other good and valuable consideration received, Lessor grants to Lessee the option to purchase the School Site upon the terms and conditions set forth in this Agreement.

Section 6.2. Accelerated Sale and Transfer. Lessee may acquire the School Site at any date ("Option Date") after the Commencement Date. If the sale and transfer of the School Site is not completed on or prior to last day of the Term, the option to purchase shall expire and thereafter and be of no further force or effect.

Section 6.3. Notice of Sale and Transfer. Lessee's election to proceed to sale and transfer of the property on an Option Date must be evidenced by a written notice addressed to Lessor, sent by registered or certified mail to Lessor's office or to any other place designated by Lessor by written notice to Lessee. Such written notice must be given not less than six (6) months before the sale and transfer is to occur, unless such notice period is waived in writing by Lessor.

Section 6.4. Purchase Price on Exercise of Option. The Purchase Price for the School Site shall be \$3,900,000 of principal upon which interest shall accrue at an annual rate of 2.07% per annum, in accordance with the schedule attached hereto as Exhibit "B." Said interest rate does not exceed the maximum permitted by the Public Securities Act, Sections 6-14-1 through 6-14-3 NMSA 1978. The price to be paid by Lessee to Lessor for the School Site on an Option Date shall be the principal balance of the unpaid purchase price as of that Option Date, as set forth in the schedules attached hereto at Exhibit "B," plus any accrued and unpaid interest, plus expenses described in Section 6.5. below ("Purchase Price on Exercise of Option").

Section 6.5. Expenses. The Purchase Price on Exercise of Option to be paid to Lessor, as provided above, shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including, but not limited to, title insurance, recording fees, documentary stamps, and all other closing costs, shall be paid by Lessee. The Purchase Price on Exercise of Option shall be paid by Lessee in cash to Lessor concurrently with the conveyance of the School Site by Lessor to Lessee.

Section 6.6. Transfer of Title. Except as provided below, at closing Lessor shall convey the School Site to Lessee free and clear of any mortgage, indenture or other encumbrance. Any such transfer shall be effected by a special warranty deed by Lessor, subject to taxes from the date of the conveyance, and all covenants, conditions and restrictions of record.

Section. 6.7. First Mortgage. Lessee's rights under this option are and shall be subject and subordinate to any mortgage (including a consolidated mortgage), indenture or deed of trust constituting a first lien on the School Site, or any part thereof, whether such mortgage, indenture or deed of trust has heretofore been, or may hereafter be, placed upon the School Site to secure an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public for the purchase or improvement to the School Site, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. This subordination is limited and relates only to a first mortgage securing an indebtedness that will not on any Option Date exceed the price at which this option may then be exercised on that date, as herein provided. This subordination shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage or deed of trust to contain provisions requiring the holder of the indebtedness secured by mortgage or deed of trust to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this Agreement, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to Lessor. Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided exercise the Option at the option price as defined in Section 6.4 hereof.

Section 6.8. Performance of Agreement. The right to exercise this option is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and agreements under this Agreement, and the payment by Lessee of all Base Rent and other special payments as provided in this Agreement to the date of the completion of the purchase of the School Site by Lessee.

Section 6.9. Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the parties.

Section 6.10. Security Deposit. The parties stipulate that no security deposit was paid by Lessee as part of this Agreement and none is required.

Section 6.11. Priority. This option shall be a covenant running with the land described above, and no conveyance, transfer, easement, or encumbrance of such land shall defeat or adversely affect this option.

Section 6.12. Assignment of Option, Binding Effect. Lessee may not assign this option to another charter school, school district, the State of New Mexico or one of its institutions, instrumentalities or other political subdivisions without the prior written approval of Lessor, without cost to Lessee, and with all of the rights and benefits of its predecessor in interest being transferred to the assignee. Such consent shall not be unreasonably withheld; provided that any costs associated with such assignment, including without limitation any amounts owed pursuant to the terms of the U.S. Quitclaim, shall be paid by assignee. Failure of assignee to pay such amounts shall be a reason for Lessor to reasonably withhold consent. Any assignment of this option shall be subject to the provisions of Section 22-26A-5(K) NMSA 1978.

Section 6.13. Prepayment. The amounts due under this Agreement are subject to prepayment at the option of Lessee without the payment of a premium upon determination to pre-pay by Lessee's Governing Council. Beginning after the Commencement Date, the parties may proceed to closing on purchase at any time without assessment of costs, expenses or penalties.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1. Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the School Site in such condition. This Agreement is intended to be and shall be construed consistently with it being an absolute net lease with Lessee paying all expenses related to the School Site, including without limitation, (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of compliance with all applicable laws, including without limitation, applicable historic preservation laws; (iii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs including routine repair and replacement of roof, structural components, HVAC, and carpet and/or tile; (iv) the cost of compliance all covenants, conditions and restrictions running with the land, including without limitation, those contained in the U.S. Quitclaim; and (iv) all other costs associated with operation, repair and maintenance of the School Site (collectively, "Operating Expenses"). Portions of Operating Expenses may be, at Lessor's option, paid by Lessee directly to the third parties who are owed certain amounts, such as insurance companies, taxing authorities, utility companies.

Section 7.2. Removal of Improvements. Subject to the provisions of Section 4.3.c. and 9.3 hereof, Lessee hereby agrees and covenants with Lessor that any and all alterations, additions, and improvements, except moveable furniture, equipment, portable or modular buildings and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces, shall become a permanent part of the School Site at the termination of this Agreement, if not removed by Lessee. Lessee agrees that if such alterations, additions or improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces. If removal requires Lessee to repair and restore any area of the School Site, it shall be completed in accordance with the covenants contained in the U.S. Quitclaim Deed.

Section 7.3. Lessee's Insurance Obligations.

(a) Liability Insurance. 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 \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$100,000 for each accident for property damage liability for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the School Site, causing 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 Sections 41-4-19 and 41-4-20 NMSA 1978, and Sections 22-29-1 through 22-29-11 NMSA 1978. Lessee understands and agrees that Lessor may carry its own insurance related to the School Site.

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the term of this Agreement and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions and improvements in an amount equal to their replacement values. Lessor and lending institution(s) of record shall be named as additional insureds and loss payees on the Property Insurance Policy and shall be provided with a copy of this policy annually on the anniversary date of the Policy. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the insurance proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

Section 7.4. Worker's Compensation Insurance. If required by state law as of the Commencement Date, Lessee shall carry worker's compensation insurance covering all of its respective employees on, in, near or about the School Site and upon request, shall furnish certificates to the Lessor evidencing such coverage.

Section 7.5. Liens. Except as contemplated by Section 6.7, neither Lessee or Lessor shall directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Improvements, other than the respective rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided in this Article, Lessor and Lessee shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim which arose during the control of the School Site. Nothing herein shall limit Lessor's right to refinance or restructure

debt against the School Site or the Improvements, however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee covenants and agrees to execute and deliver, upon demand, such further reasonable instrument or instruments subordinating this Lease to the lien of any mortgage or mortgages as shall be desired by Lessor and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Lessor shall, within 30 days of refinancing or restructuring provide notification to Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or agency under power of eminent domain or is sold under threat of condemnation to any public body prior to purchase of the School Site by Lessee, Lessor shall be entitled to all compensation awarded, less an amount equal to Lessee's principal payments made to date in accordance with Article VI., plus the value of any improvements placed on the School Site by Lessee pursuant to Section 9 below, which portions of the compensation awarded shall be paid to Lessee.

Section 8.2. Condemnation of Other Property Owned by Lessee. Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the School Site. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to both the School Site and the Improvements, and upon such election, Lessor shall not be obligated to provide a defense as to the Improvements, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Improvements without Lessor's prior consent, which consent shall not be unreasonably withheld.

ARTICLE IX LESSEE'S IMPROVEMENTS, EQUIPMENT AND WARRANTIES

Section 9.1. Improvements to School Site. Lessee or Lessor, at the respective party's own expense or as otherwise agreed to by the parties, may remodel, or make additions, modifications or improvements to, the School Site, provided that (i) such remodeling, modifications and additions (A) shall be consistent with the a Long Term Capital Improvement Plan as defined in 9.2; (B) shall be made only after obtaining consent by the other party as evidenced by a formal vote of the respective board, which consent shall not be unreasonably withheld. Consent for Lessee to make improvements may not be withheld by Lessor in the event that the improvements are required to comply with any state, federal or local standards applicable to the School Site, including those required under the U.S. Quitclaim Deed; (x) shall not in any way damage the School Site as it existed prior thereto; (y) shall conform to the covenants and restrictions as set forth in the U.S. Quitclaim Deed; and (z) shall become part of

the School Site, subject to the provisions of Section 9.4; (ii) the value of the School Site after such remodeling, modifications and additions shall be at least as great as the value of the School Site prior thereto; and (iii) the School Site, after such remodeling, modifications and additions, shall continue to be used as provided in and shall otherwise be subject to the terms of this Agreement. If Lessee makes and pays for improvements to the School Site, there shall be no additional financial obligations to Lessee without written approval by the Department, in accordance with Section 22-26A-5(L) NMSA 1978.

Section 9.2 Long Term Capital Improvement Plan. Within 12 (twelve) months of executing this Agreement the parties shall develop and approve by vote of the respective boards a Long Term Capital Improvement Plan ("Plan"). The Plan shall, at a minimum, be consistent with the Lessee's five-year facilities plan as the term is used by the PSFA.

Section 9.3. Installation of Lessee's Equipment. Lessee may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs and such other furnishings and equipment as may in Lessee's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by Lessee. Nothing in this Agreement shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.4. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor shall assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.5. Disclaimer of Warranties. Upon acceptance of the School Site by Lessee, Lessor makes no warranty or representation except as stated in Section 2.2, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

Section 9.6 Compliance with Covenants. Anything to the contrary in this Agreement notwithstanding, Lessee is subject to and shall comply with all covenants, conditions and restrictions related to the School Site, including without limitation, the historical preservation covenants contained in the U.S. Quitclaim Deed.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 10.1. Assignment. Subject to the other provisions of this Agreement, neither party shall assign its interests in this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed. Any consent by a party to any assignment shall not operate as consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of this Section 10.1. Unless otherwise agreed, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term.

Notwithstanding any other provision in this Agreement, with the prior approval of Lessor, which shall not unreasonably be withheld, this Agreement is assignable, without cost to Lessee and with all of the rights and benefits of its predecessor in interest being transferred to the assignee, to: (1) a school district or charter school; or (2) the State of New Mexico or one of its institutions, instrumentalities or other political subdivisions, all in accordance with Section 22-26A-5(K) NMSA 1978. If covenants contained in the U.S. Quitclaim Deed require payments to the United States because of such assignment, Lessor shall be justified in withholding consent to assign unless the transferee of this Agreement is obligated to pay such amounts.

Nothing in Section 10.1 herein shall be deemed to prohibit, limit or restrict Lessee's ability to enter into joint powers agreements for shared use of the School Site, provided that each party to such agreement is a "public agency" as defined in the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7 NMSA 1978, and that both public agencies are authorized by their legislative or other governing bodies to jointly exercise any power common to the contracting parties as provided by law.

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on the purchase of the School Site, Lessee shall not mortgage, sell or otherwise transfer or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. If covenants contained in the U.S. Quitclaim Deed require payments to the United States because of such mortgage, sale, assignment, transfer or conveyance, Lessee shall pay all such amounts due. If Lessee does not pay all such amounts, such failure shall be a reason for Lessor to reasonably withhold consent.

Section 10.3. Title. Upon the purchase of the School Site by Lessee pursuant to Article VI of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by standard form special warranty deed, free and clear of any encumbrances, except those specifically accepted by Lessee, which include those imposed by the U.S. Quitclaim Deed.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, with respect to the School Site, any one or more of the following events:

(a) Failure by Lessee to make any payments under this Agreement as and when due, except where sufficient money is not available to meet any current lease payment;

(b) Failure by Lessor or Lessee to observe and perform any covenant, condition or agreement (other than as described in Section 11.1(a)) on its part to be observed or performed, for a period of thirty days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected.

(c) The filing by Lessor or Lessee of a voluntary petition in bankruptcy, or failure by Lessor or Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessor or Lessee to carry on its operations at the School Site, or adjudication of Lessor or Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessor or Lessee in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

(d) Lessee's failure to comply with covenants, conditions and restrictions applicable to the School Site.

Section 11.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Lessor may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give notice to Lessee to vacate the School Site within one-hundred twenty days (120) days from the date of such notice.

(b) Lease all or any portion of the School Site.

(c) Recover from Lessee: (i) to the extent the recovery thereof is permitted by law, the fair rental value of the use of the School Site during any period beyond the thirtieth (30th) day following the occurrence of the Event of Default; and (ii) Base Rent, to the extent amounts for

such Base Rent have been specifically appropriated in accordance with the provisions hereof, which would otherwise have been payable by Lessee hereunder during the remainder, after Lessee vacates the School Site, of the Fiscal Year in which such Event of Default occurs.

(d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the School Site under this Lease.

Section 11.3. Force Majeure. The provisions of Sections 11.1 and 11.2 are subject to the following limitations: if by reason of *force majeure* Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the *force majeure* inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than Lessee or Lessor; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of *force majeure*, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party.

Section 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder are cumulative, and not exclusive, of all other rights and remedies to which a party may be entitled in the event of breach or threatened breach by a party in default of any of the terms, conditions and provisions contained herein.

Section 11.5. No Additional Waiver Implied by One Waiver. The failure, neglect or omission of a non-defaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the non-defaulting party of such breach or default and shall not stop, bar or prevent the non-defaulting party from thereafter terminating this Agreement, either for such violation or for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for (i) matters requiring immediate exigent relief, including without limitation unlawful detainer; and (ii) all claims by either party which

(a) seek anything other than enforcement of rights under this Agreement, or (b) are primarily founded upon matters of fraud, willful misconduct or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the Second Judicial District Court, Bernalillo County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the greater Albuquerque or Bernalillo County metropolitan area and, unless otherwise agreed by the parties must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the Second Judicial District Court, Bernalillo County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award injunctive relief. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his or her discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of the dispute in the discretion of the Arbitrator was closest to that adopted by the Arbitrator.

ARTICLE XII TITLE

Section 12.1. Title to School Site. During the Term, legal title to the School Site shall be in Lessor.

Section 12.2. Public Property. Upon approval of this Agreement by the Department and execution of this Agreement by the parties pursuant to the Public School Lease Purchase Act, the School Site shall be considered to be a public property pursuant to Section 22-26A-5.1(B) NMSA 1978.

ARTICLE XIII HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. As of the Commencement Date, Lessee, shall at all times keep and maintain the School Site in compliance

LEASE PURCHASE ARRANGEMENT

with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Neither party shall permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of either party, the other party will prepare and provide such reports as will evidence compliance by the party with Hazardous Materials laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, Completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2. Lessee's Responsibility. Upon the Effective Date, Lessee shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Lessor or Lessee directly or indirectly arising out of or attributable to the violation by Lessee of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the School Site, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Lessor and hold Lessor harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the New Mexico Tort Claims Act and any insurance coverage issued pursuant thereto. Lessee shall comply with all covenants, conditions and restrictions related to Hazardous

Materials and environmental conditions, including without limitation, all covenants contained in the U.S. Quitclaim Deed.

Section 13.3. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of party's fee interest in the School Site; provided, however, that prior consent shall not be necessary in the event that: (i)(A) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (B) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (C) such action is required by government order; and (ii) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Each party agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) the party establishes to the reasonable satisfaction of the other party that there is no reasonable alternative to such remedial action that would result in less impairment to the value of the party's interest in the School Site.

Section 13.4. Survival of Lessee's Obligations and Liabilities. Lessee's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from Lessee's actions shall survive the expiration or other termination of this Agreement.

ARTICLE XIV LIMITATION OF LIABILITY

Section 14.1. Limitation of Liability. Neither party shall be liable for special or consequential damages arising from a breach of this Agreement.

ARTICLE XV ADMINISTRATION PROVISIONS

Section 15.1 Notices. All notices required under this Agreement shall be in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by facsimile, if a copy is sent by one of methods (i), (ii) or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section 15.1), and such notices shall be effective on the date of receipt thereof.

Lessor:
Amy Biehl High School Foundation

c/o Margaret L. Meister

Lessee:
Amy Biehl High School
123 4th St. SW
Albuquerque, NM 87102

Modrall Sperling, P.A.
P.O. Box 2168
Albuquerque, NM 87103-2168
Phone: (505) 848-1800
Fax: (505) 848-9271

Phone: (505) 299-9409
Fax: (505) 299-9493

Section 15.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective administrators, successors and assigns.

Section 15.3. Severability. In the event any provision of this 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.

Section 15.4. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Lessee and Lessor.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, with regard to conflicts of laws rules.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval of such request may be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 15.11. Business Days. If the day upon which any action required by this Agreement shall fall on a Saturday, Sunday or banking holiday, then such actions shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. In accordance with Section 22-26A-4(B) NMSA 1978, the parties to this Agreement acknowledge that they have obtained prior written approval from the Department prior to executing this Agreement. A copy of said approval is attached to this Agreement as Exhibit "F".

***Remainder of Page Intentionally Left Blank
Signature Pages to follow***

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Agreement to be executed in its name by its duly authorized officers, as of the date first above.

LESSOR:

AMY BIEHL HIGH SCHOOL FOUNDATION, a New Mexico non-profit corporation

By: 

Name: EDUARDO X. MARTINEZ

Title: Chair, Board of DIRECTORS

STATE OF NEW MEXICO


)

) ss.

COUNTY OF BERNALILLO

)

This instrument was acknowledged before me on 11/28th, 2016 by Eduardo X Martinez as Chair of Amy Biehl High School Foundation, a New Mexico non-profit corporation.



Notary Public

My commission expires: 1-7-2021

LESSEE:

AMY BIEHL HIGH SCHOOL, a New Mexico public charter school

By: *Rachel Berenson*

Name: RACHEL BERENSON

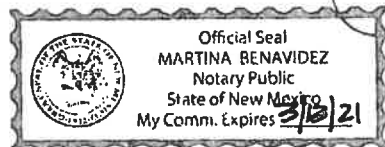
Title: BOARD CHAIR

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 1st Dec, 2017 by Rachel Berenson of Amy Biehl High School, a New Mexico public charter school.



Martina Benavidez
Notary Public

My commission expires: 3/13/21

Exhibit A
School Site

Lots numbered Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and the easterly Fifteen (15') feet of Lot numbered Twenty (20) in Block numbered Eighteen (18) of the New Mexico Town Company's original townsite of Albuquerque, located within Section 20, T 10 N, R 3 E, NMPM, as projected into the town of Albuquerque Grant, as the same are shown and designated on the map thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 29, 1882, in Book D, Page 140. Being described by metes and bounds as follows:

Beginning at the Northeast corner of the herein described parcel, marked with a chiseled "X", a point on the westerly right of way of 4th Street SW, being the Northeast corner of said Lot 13; Thence, from the point of the beginning, coinciding with said westerly right of way, S 08°49'15" W, a distance of 141.60 feet to the Southeast corner of the herein said parcel, a point on the northerly right of way of Gold Avenue SW, marked with a chiseled "X", being the Southeast corner of said Lot 13;

Thence, coinciding with said northerly right of way of Gold Avenue SW, N 80°53'58" W, a distance of 190.00 feet, to the Southwest corner of the herein parcel, marked with a chiseled "X", being a point on the South platted line of Lot 20;

Thence, leaving said northerly right of way of Gold Avenue SW and traversing Lot 20, N 08°49'14" E, a distance of 141.47 feet, to the Northwest corner of the herein described parcel, marked with a chiseled "X", being a point on the North platted line of Lot 20;

Thence, S 80°56'16" E, a distance of 190.00 feet, to the point of beginning, containing 0.5849 acres (25,477 sq. ft.), more or less.

The above described tract of land containing 0.5849 acres of land, more or less.

Along with:

All right title and interest to that certain Easement Agreement for Overhead Roof Eave, Drainage and Fire Escape – Doc. #2015046214 eRecorded 06/01/2015; Page 1 of 3 EASE.

EXHIBIT B
BASE RENT
SEE ATTACHED

EXHIBIT C
(Source of Funds for Facility Payments Pursuant
to Lease Purchase Arrangement Based on 22 Year Amortization)

SEE ATTACHED

EXHIBIT D –

(One copy each of the Department's and PSFA's approval of this Agreement)

EXHIBIT E
TITLE ENCUMBRANCES ACCEPTED BY LESSEE

Lessee agrees to accept all surviving covenants and restrictions contained in that certain Quitclaim Deed from the United States of America to the Amy Biehl High School Foundation that was filed in the real property records of Bernalillo County, New Mexico as Doc#2015046215 on June 1, 2015. A true and correct copy of the Quitclaim Deed is attached hereto.

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 308 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 123 4th St SW Zip

Portion of Building Amy Biehl High School

Use Classification Commerical Project Bldg. Permit No. 0401036

Occupancy Group E1A2.1 A3B S1 Type of Construction II 1 Hr Sprkld Land Use Zone SU 1

Owner of Building General Servicas Administration Address 517 Gold Ave SW Albuquerque, NM 87103

Bob Williams

Chief Building Official

By: Kat Signolo

Date: May 8, 2006

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 400 Gold Ave SW

Zip 87102

Portion of Building Tenant Improvement

Use Classification Commercial Project

Bldg. Permit No. 201690973

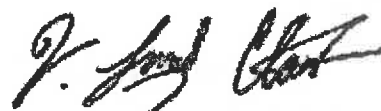
Occupancy Group E

Type of Construction I-A Sprkld

Land Use Zone SU-3

Owner of Building Peterson Properties, LLC

Address: 2325 San Pedro NE Albuquerque, NM 87110



By: Camille Cordova

Date: July 18, 2016

V Land Clark
Chief Building Official

IBC Code Year: 2009

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MAXIMUM OCCUPANT LOAD: 97