



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
SPECIAL MEETING
September 29, 2023 at 9:00 AM**

The online meeting will be Webcast at the following address: <https://regents.nmsu.edu/regent-meetings/>

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Christopher T. Saucedo, Secretary/Treasurer Garrett Moseley, Dina Chacón-Reitzel, Deborah Romero

Non-Voting Advisory Members - ASNMSU President Citlalli Benitez, Faculty Senate Chair Gaylene Fasenko, Ph.D., Employee Council Chair Susanne Berger

University Officials - Interim President Jay Gogue, Ph.D., Provost Alan Shoho, Ed.D., Interim General Counsel Scott Field, J.D.

AGENDA

- A. **Call to Order**, *Chairwoman Ammu Devasthali*
- B. **Approval of the Agenda**, *Chairwoman Ammu Devasthali*
- C. **Consent Items**, *Chairwoman Ammu Devasthali*
 - 1. **Las Cruces: Activity Center Weight Room and Student Lounge Relocation and Renovation**, *Associate Vice President of Facilities & Services Raghu Raghavan*
 - 2. **El Paso Electric Easement Renewals**, *Special Assistant to the President Scott Eschenbrenner*
 - 3. **El Paso Electric Easement at Aggie Uptown**, *Special Assistant to the President Scott Eschenbrenner*
 - 4. **NMDOT Acquisition – University Avenue**, *Special Assistant to the President Scott Eschenbrenner*
 - 5. **Doña Ana County Office of Emergency Management (OEM) Lease Agreement**, *Special Assistant to the President Scott Eschenbrenner*
 - 6. **Philanthropic naming of room 114-A in the AMEF the "Thomas D. Stromei Office"**, *NMSU Foundation Chief of Staff Matty Burns*
- D. **Action Items**, *Chairwoman Ammu Devasthali*
 - 1. **None.**
- E. **Informational Items**
 - 1. **None**
- F. **Adjournment**, *Chairwoman Ammu Devasthali*



Board of Regents Meeting
Meeting Date: September 29, 2023
Agenda Item Cover Page

Agenda Item # C-1

- ☐ Action Item
- ☒ Consent Item
- ☐ Informational Item

Presented By: Raghu Raghavan
Associate Vice President Facilities & Services

Agenda Item:

Las Cruces: Activity Center Weight Room and Student Lounge Relocation and Renovation

Requested Action of the Board of Regents:

Approval of Las Cruces: Activity Center Weight Room and Student Lounge Relocation and Renovation

Executive Summary:

Design and renovation of the existing small gym area for a new Weight Room. Design and renovation of former Weight Room for a new Student Lounge.

References:

N/A

Prior Approvals:

N/A

Board of Regents

LAS CRUCES: ACTIVITY CENTER WEIGHT ROOM
AND STUDENT LOUNGE RELOCATION AND
RENOVATION

Raghu Raghavan
Associate Vice President

Jose Loera
Interim Executive Director

Facilities and Services



BE BOLD. Shape the Future.

Proposed Scope of Work

Project Budget \$4,870,743

The Activity Center Weight Room and Student Lounge relocation and renovation project includes:

- Design and Renovation of the existing small gym area for a new Weight Room
- Design and Renovation of former Weight Room for new Student Lounge

Building Demographics

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Activity Center weight room and student lounge relocation and renovation

- **Year Built:** 1973
- **Last Expansion:** 2015
- **Building Size:** 113,427SF
- **Construction Type:** Steel Structural Frame, Concrete, Masonry
- **Future Use:** Weight Room, New Student Lounge



Proposed Project Schedule

- Start of Design – **May** 2023
- Completion of Design – **September** 2023
- Start of Construction – **February** 2024
- Completion of Construction – **November** 2024

Funding Sources and Prior Approvals

Project Funding — \$4,870,743

- 2023 Revenue Bond - \$4,200,000
- 2023 Senate Bill General Funds- \$670,743

Prior Approval

- NMSU Board of Regents – Systems Revenue Bond Funding approval 8/24/22

Contact Information

Raghu Raghaven
Associate Vice President
Facilities and Services
facilities.nmsu.edu
575.646.2101
raghavan@nmsu.edu

Jose Loera
Interim Exec. Director
Facilities and Services
facilities.nmsu.edu
575.646.5013
jloera@nmsu.edu



Las Cruces: Activity Center weight room and student lounge relocation and renovation

Supplemental Information

Existing Conditions



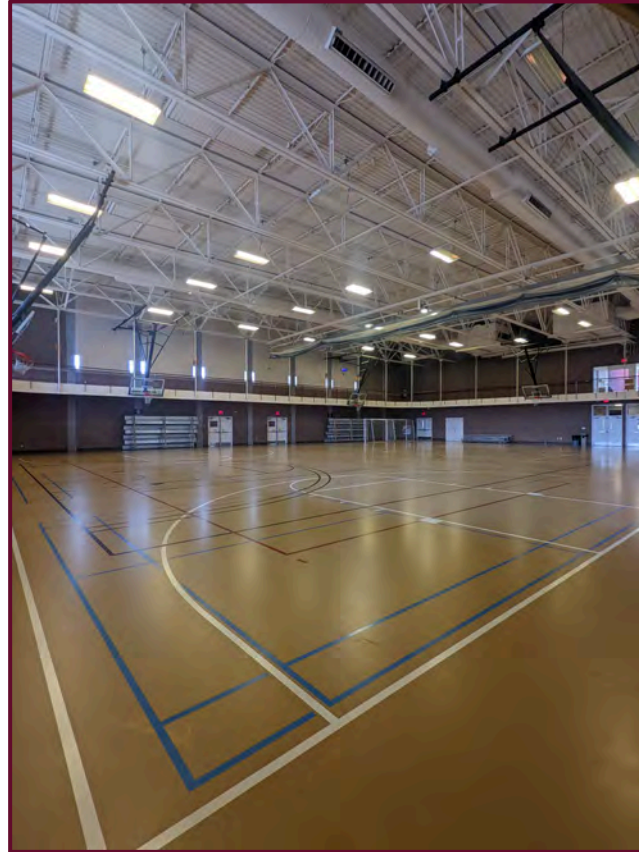
Existing Weight Room

Existing Conditions



Existing Weight Room ****move picture to first slide

Existing Conditions



Future Weight Room Location (Old Gym)

Thank you!

Questions?



Board of Regents Meeting
Meeting Date: September 29, 2023
Agenda Item Cover Page

Agenda Item # C-2

- ☐ Action Item
- ☒ Consent Item
- ☐ Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Agenda Item:

El Paso Electric Easement Renewals

Requested Action of the Board of Regents:

Approval of the three easement renewals.

Executive Summary:

There are three existing El Paso Electric utility easements that have been in place since 2008 in Arrowhead Park on or near Research Park Circle. The easement terms were for 15-years and will expire this month. The easement renewal will provide for a termination clause if at any time the easement has not been used in at least six consecutive months.

References:

See attached easements.

Prior Approvals:

Regents Real Estate Committee approval on September 20, 2023

OVERHEAD & UNDERGROUND EASEMENT

EASEMENT

STATE OF NEW MEXICO
 COUNTY OF DONA ANA

Work Request: 08-70-5841

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors, for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **SECTION 33, TOWNSHIP 23 SOUTH, RANGE 2 EAST, N.M.P.M, KNOWN AS LOT 8, ARROWHEAD RESEARCH PARK, DONA ANA COUNTY, NEW MEXICO** as shown on the attached

Exhibit A and made a part hereof,

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping that obstruct access to or safe operational clearances from Grantee's electrical equipment; will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of Grantee.

At Grantor's request, Grantee agrees to terminate, if at the time of the request, the Easement has been not been in use for at least six consecutive months.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

OVERHEAD & UNDERGROUND EASEMENT

Work Request: 08-70-5841

GRANTOR

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____
 Name: _____
 Title: _____

THE STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____
 by _____, _____ of
NAME TITLE
 _____ who stated that (s)he executed same for the purpose
COMPANY NAME
 and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of _____

Commission Expires:

GRANTEE

EL PASO ELECTRIC COMPANY

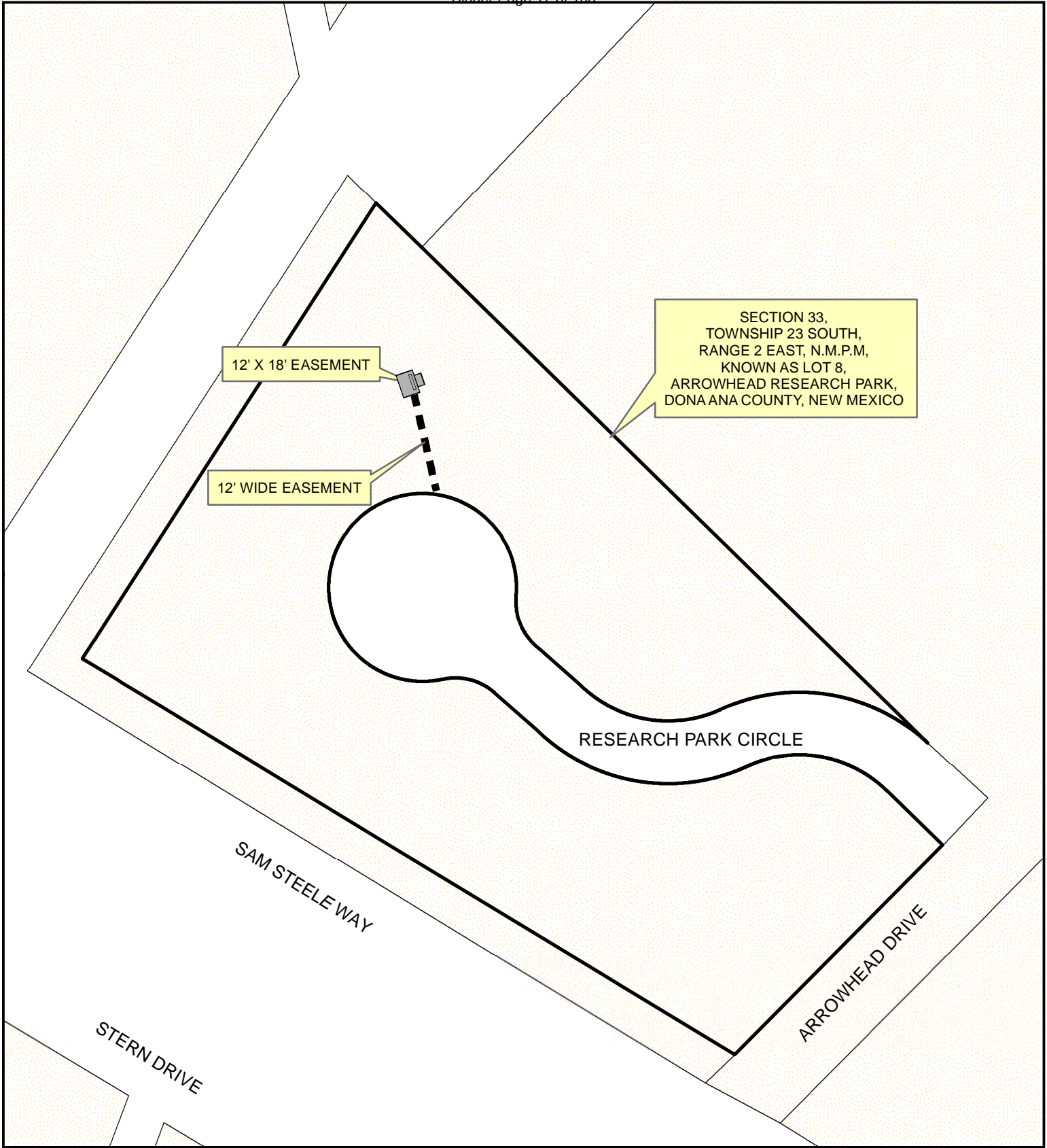
By: _____
 Name: Aurea D. Garcia
 Title: Supervisor – Land Management

THE STATE OF TEXAS §
 COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 20____
 by Aurea D. Garcia, Supervisor – Land Management of El Paso Electric Company who stated that (s)he
 executed same for the purpose and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of Texas

Commission Expires:



LEGEND (NOT ALL SYMBOLS APPLY)			
	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



OVERHEAD & UNDERGROUND EASEMENT

EASEMENT

STATE OF NEW MEXICO
 COUNTY OF DONA ANA

Work Request: 08-70-6364

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors, for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **SECTION 33, TOWNSHIP 23 SOUTH, RANGE 2 EAST, N.M.P.M, KNOWN AS LOTS 8 AND 9, ARROWHEAD RESEARCH PARK, DONA ANA COUNTY, NEW MEXICO** as shown on the attached Exhibit A and made a part hereof,

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping that obstruct access to or safe operational clearances from Grantee's electrical equipment; will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of Grantee.

At Grantor's request, Grantee agrees to terminate, if at the time of the request, the Easement has been not been in use for at least six consecutive months.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

OVERHEAD & UNDERGROUND EASEMENT

Work Request: 08-70-6364

GRANTOR

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____
 Name: _____
 Title: _____

THE STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____
 by _____, _____ of
NAME TITLE
 _____ who stated that (s)he executed same for the purpose
COMPANY NAME
 and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of _____

Commission Expires:

GRANTEE

EL PASO ELECTRIC COMPANY

By: _____
 Name: Aurea D. Garcia
 Title: Supervisor – Land Management

THE STATE OF TEXAS §
 COUNTY OF EL PASO §

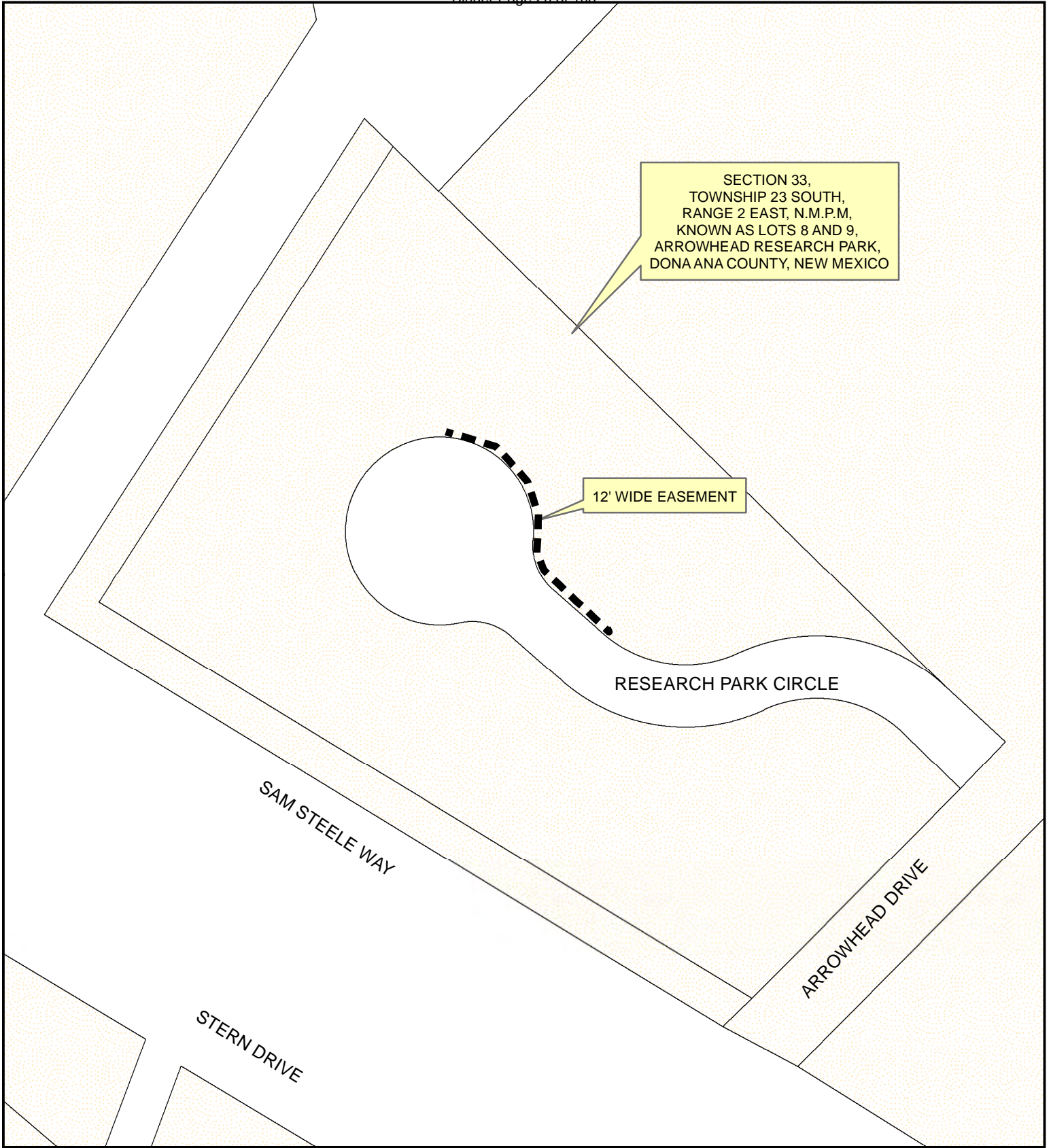
This instrument was acknowledged before me on this _____ day of _____, 20____
 by Aurea D. Garcia, Supervisor – Land Management of El Paso Electric Company who stated that (s)he
 executed same for the purpose and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of Texas

Commission Expires:

EXHIBIT "A"

Binder Page 20 of 103



NOT TO SCALE

LEGEND (NOT ALL SYMBOLS APPLY)

	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



OVERHEAD & UNDERGROUND EASEMENT

EASEMENT

STATE OF NEW MEXICO
 COUNTY OF DONA ANA

Work Request: 91-7-2-03-069
91-7-2-70-033

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors, for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **SECTION 33, TOWNSHIP 23 SOUTH, RANGE 2 EAST, N.M.P.M, DONA ANA COUNTY, NEW MEXICO** as shown on the attached Exhibit A through D and made a part hereof,

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping that obstruct access to or safe operational clearances from Grantee's electrical equipment; will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of Grantee.

At Grantor's request, Grantee agrees to terminate, if at the time of the request, the Easement has been not been in use for at least six consecutive months.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

OVERHEAD & UNDERGROUND EASEMENT

Work Request: 91-7-2-03-069 91-7-2-70-033

GRANTOR

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____
 Name: _____
 Title: _____

THE STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____
 by _____, _____ of
NAME TITLE
 _____ who stated that (s)he executed same for the purpose
COMPANY NAME
 and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of _____

Commission Expires:

GRANTEE

EL PASO ELECTRIC COMPANY

By: _____
 Name: Aurea D. Garcia
 Title: Supervisor – Land Management

THE STATE OF TEXAS §
 COUNTY OF EL PASO §

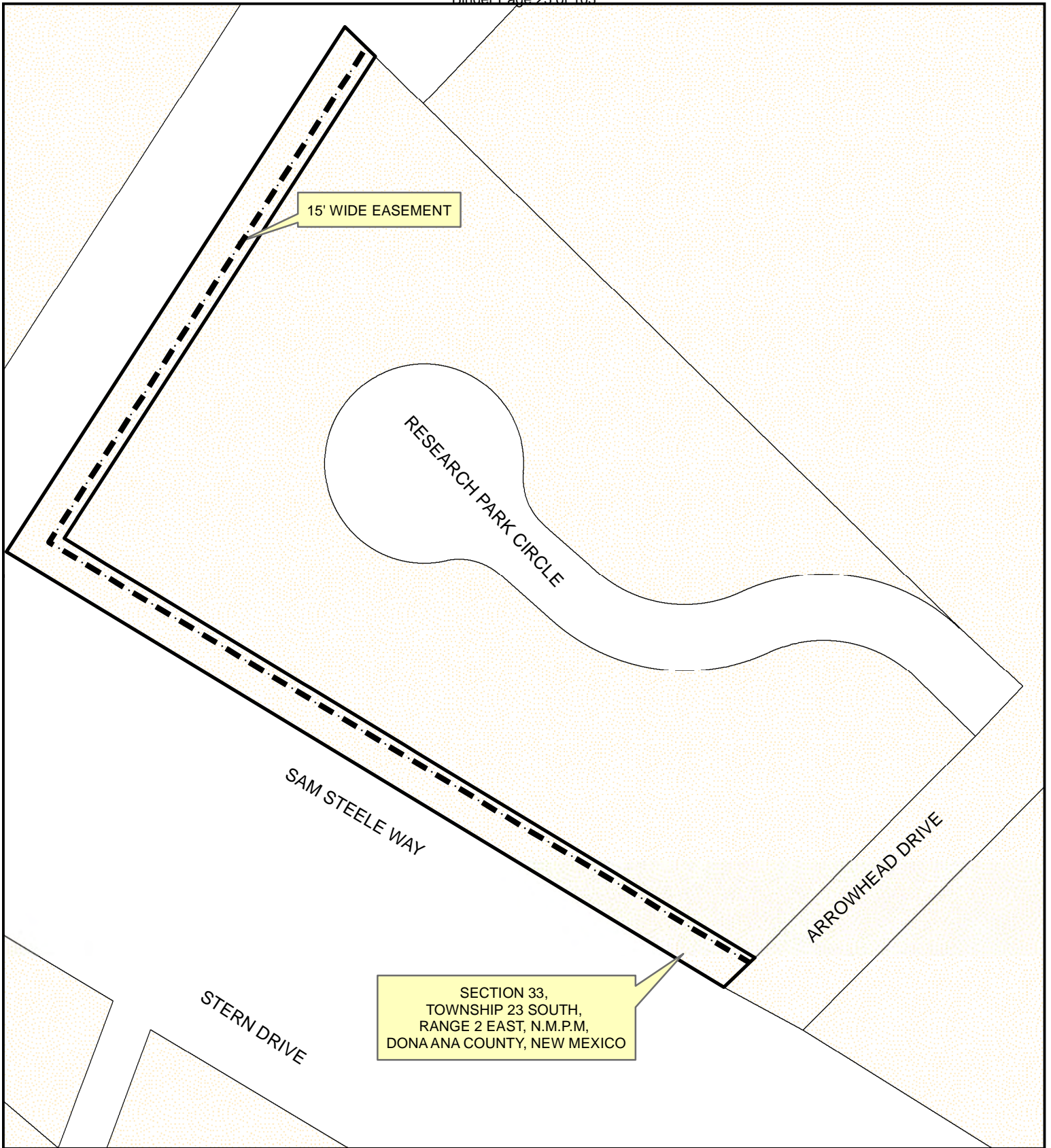
This instrument was acknowledged before me on this _____ day of _____, 20____
 by Aurea D. Garcia, Supervisor – Land Management of El Paso Electric Company who stated that (s)he
 executed same for the purpose and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of Texas

Commission Expires:

EXHIBIT "A"

Binder Page 23 of 103



NOT TO SCALE

LEGEND (NOT ALL SYMBOLS APPLY)


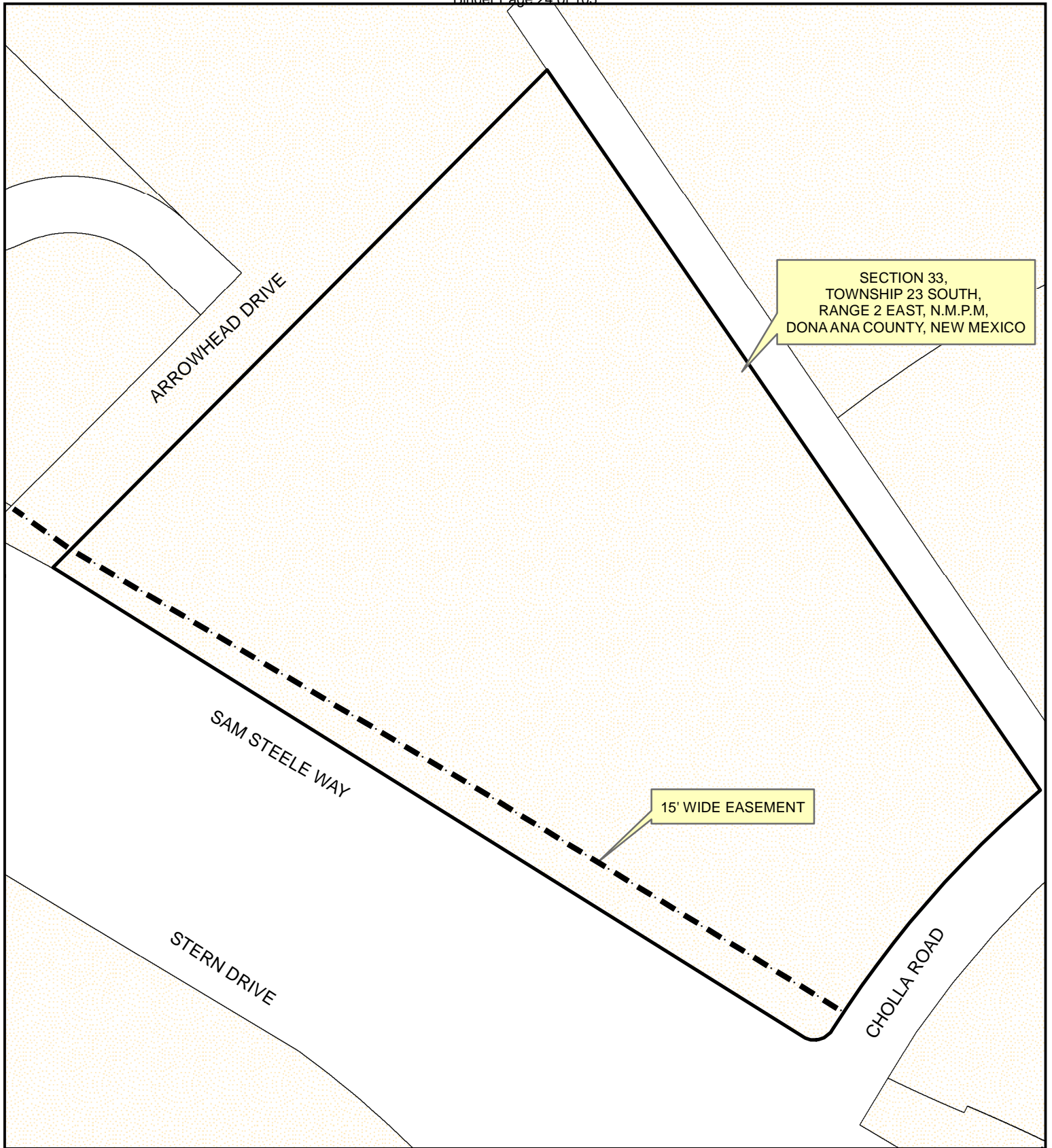
	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



EXHIBIT "B"

Binder Page 24 of 103



NOT TO SCALE

LEGEND (NOT ALL SYMBOLS APPLY)


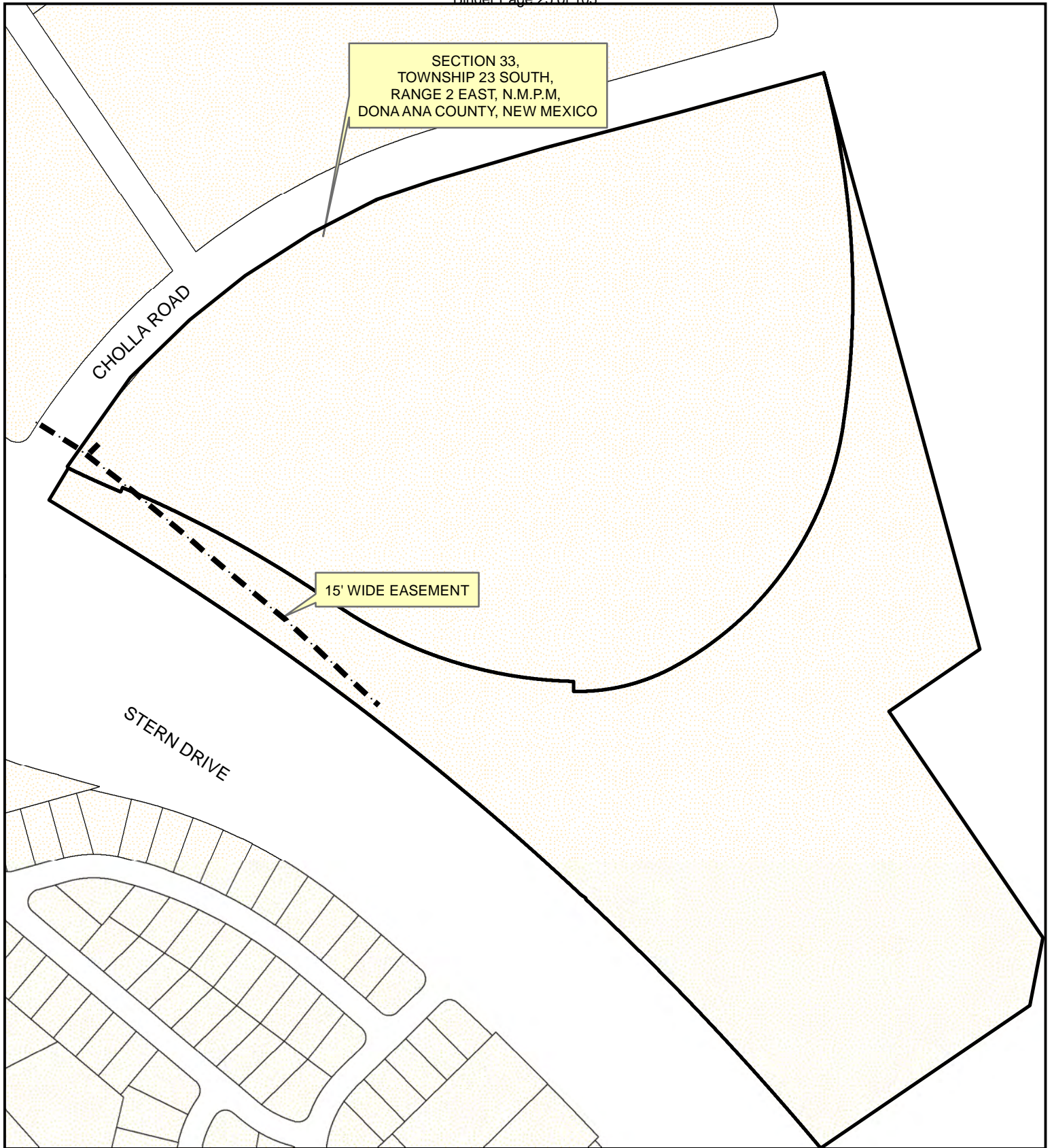
	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



EXHIBIT "C"

Binder Page 25 of 103



NOT TO SCALE

LEGEND (NOT ALL SYMBOLS APPLY)



PADMOUNT TRANSFORMER



ANCHOR EASEMENT



SWITCH GEAR



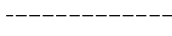
UNDERGROUND EASEMENT



OVERHEAD EASEMENT



OVERHEAD/UNDERGROUND EASEMENT



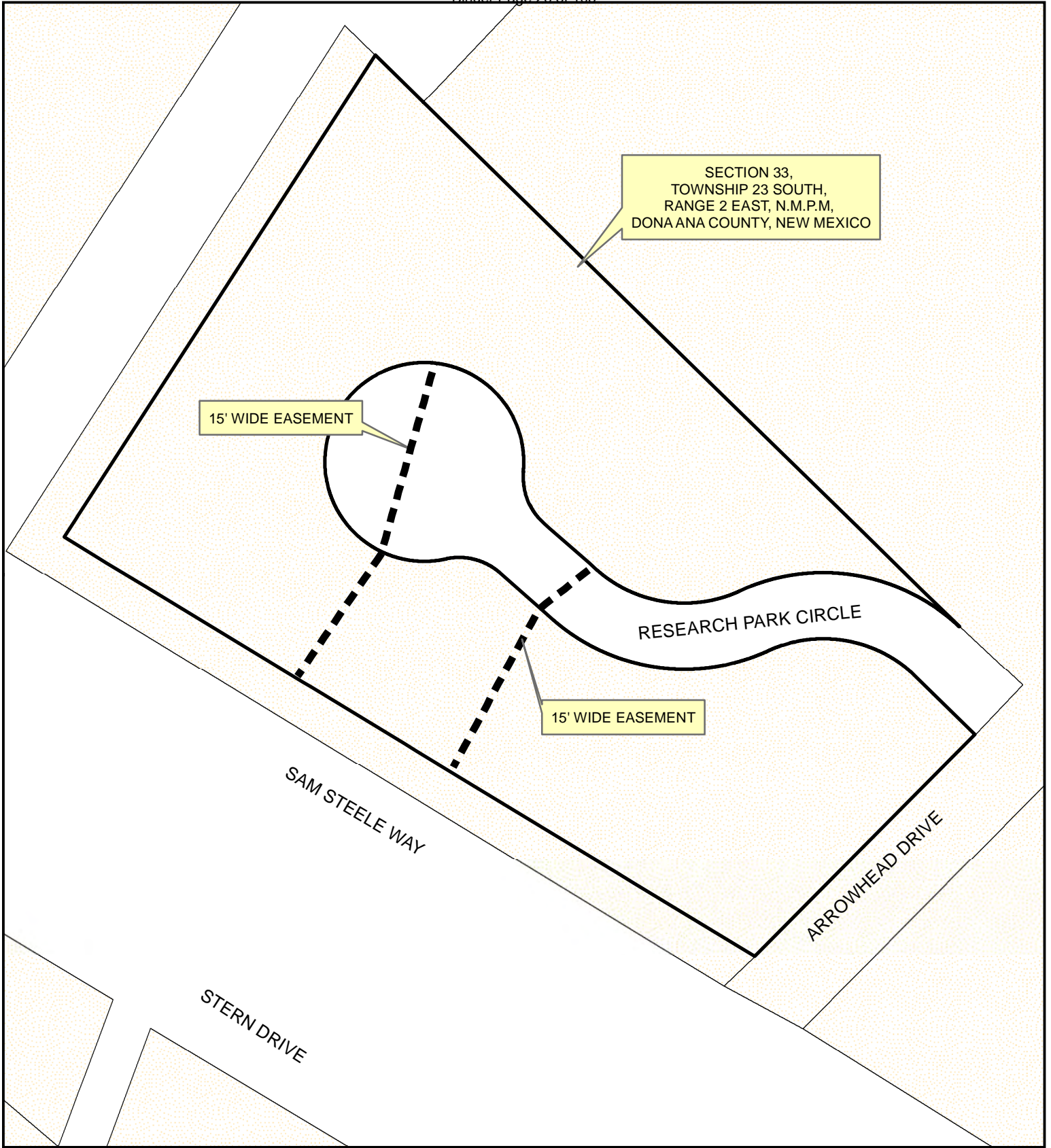
EXISTING POWERLINE



EL PASO ELECTRIC







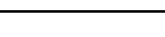
EXHIBIT "D"

Binder Page 26 of 103



NOT TO SCALE

LEGEND (NOT ALL SYMBOLS APPLY)

	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE





Board of Regents Meeting
Meeting Date: September 29, 2023
Agenda Item Cover Page

Agenda Item # C-3

- ☐ Action Item
- ☒ Consent Item
- ☐ Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Agenda Item:

El Paso Electric Easement at Aggie Uptown

Requested Action of the Board of Regents:

Approval of a new electric easement at Aggie Uptown.

Executive Summary:

As per the agreement with Maverik Convenience Store, Aggie Development will extend a 3-phase underground line from the location of the former NM State Police facility on University Avenue. As noted in the attached exhibit, the underground line will be extended along the southern boundary of Aggie Uptown, which will provide for future expansion to the south, if and when the need arises.

This electric easement and line construction will fulfil NMSU's requirement to supply 3-phase power to Maverik and provides 3-phase electrical power to any future tenants at Aggie Uptown.

References:

See attached easement.

Prior Approvals:

Regents Real Estate Committee approval on September 20, 2023

OVERHEAD & UNDERGROUND EASEMENT

EASEMENT

STATE OF NEW MEXICO
 COUNTY OF DONA ANA

Work Request: DN065924
DN065926
DN065928

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors, for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **SECTION 22 AND SECTION 28, TOWNSHIP 23 SOUTH, RANGE 2 EAST, N.M.P.M, DONA ANA COUNTY, NEW MEXICO** as shown on the attached Exhibit A and made a part hereof,

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping that obstruct access to or safe operational clearances from Grantee's electrical equipment; will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of Grantee.

At Grantor's request, Grantee agrees to terminate, if at the time of the request, the Easement has been not been in use for at least six consecutive months.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

OVERHEAD & UNDERGROUND EASEMENT

Work Request: DN065924 DN065926 DN065928

GRANTOR

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____
 Name: _____
 Title: _____

THE STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____
 by _____, _____ of
NAME TITLE
 _____ who stated that (s)he executed same for the purpose
COMPANY NAME
 and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of _____

Commission Expires:

GRANTEE

EL PASO ELECTRIC COMPANY

By: _____
 Name: Aurea D. Garcia
 Title: Supervisor – Land Management

THE STATE OF TEXAS §
 COUNTY OF EL PASO §

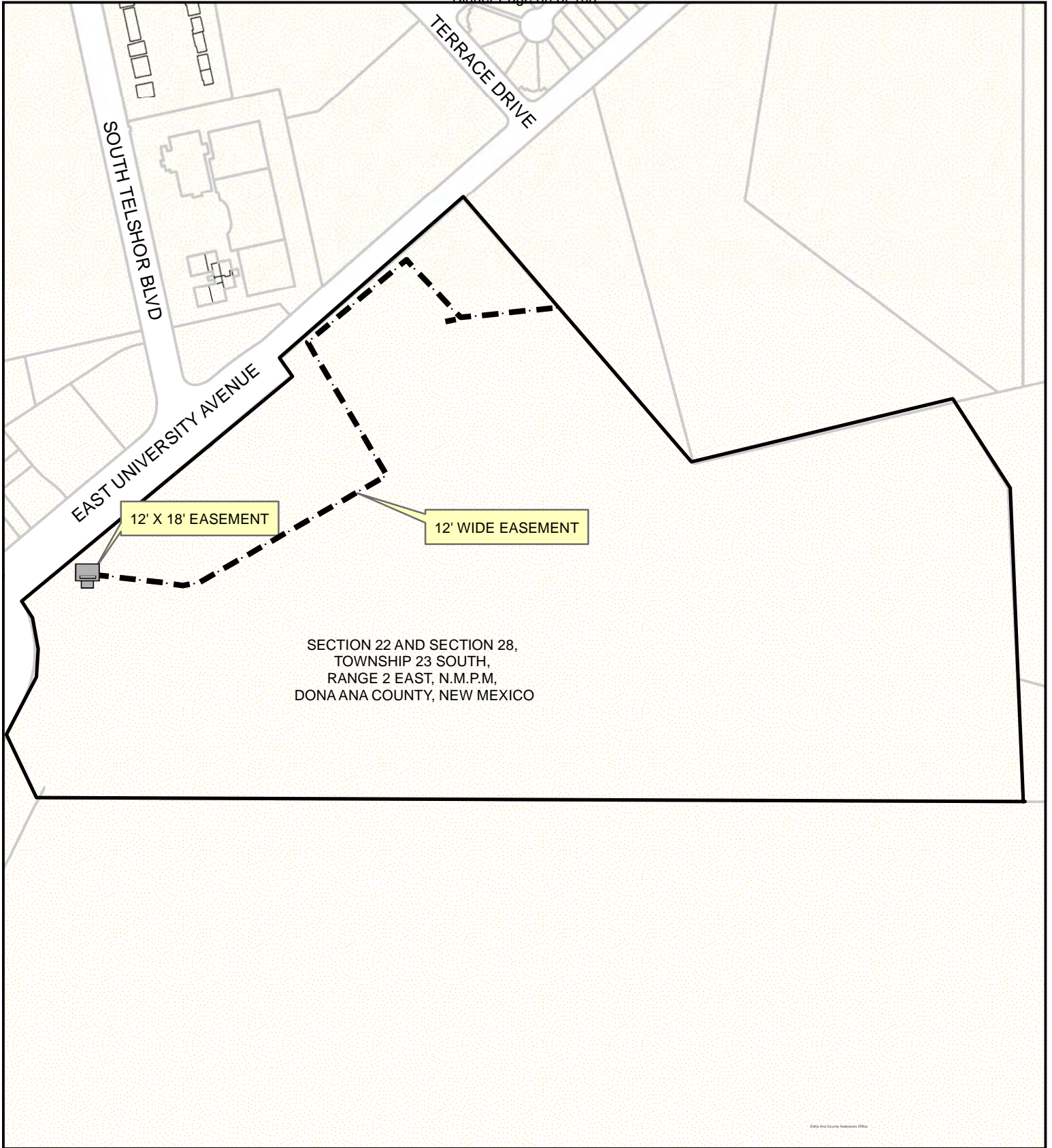
This instrument was acknowledged before me on this _____ day of _____, 20____
 by Aurea D. Garcia, Supervisor – Land Management of El Paso Electric Company who stated that (s)he
 executed same for the purpose and consideration therein expressed and in the capacity therein stated.

 Notary Public in and for
 the State of Texas

Commission Expires:

EXHIBIT "A"

Binder Page 30 of 103



LEGEND (NOT ALL SYMBOLS APPLY)

	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



WL1:
INST: 3 PHASE PRIMARY BUCK
PER DSO 330

WL1-WL2:
SCRAP: 50' 1-2 ACSR (PRI. ONLY)
INST: 50' 3-1/0 ACSR (PRI. ONLY)

WL2
INST: CROSSARM SIMILAR TO DSO 345

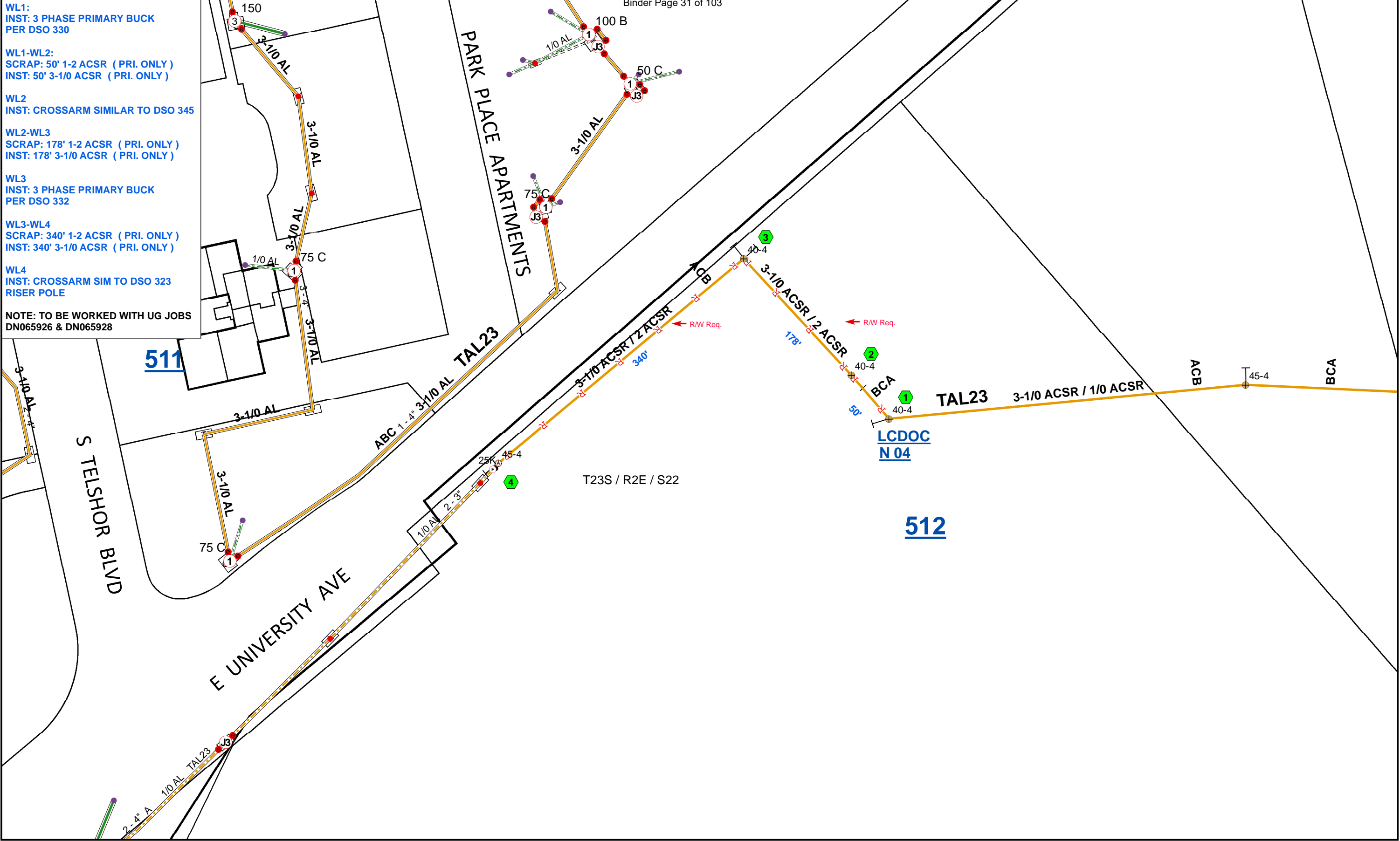
WL2-WL3
SCRAP: 178' 1-2 ACSR (PRI. ONLY)
INST: 178' 3-1/0 ACSR (PRI. ONLY)

WL3
INST: 3 PHASE PRIMARY BUCK
PER DSO 332

WL3-WL4
SCRAP: 340' 1-2 ACSR (PRI. ONLY)
INST: 340' 3-1/0 ACSR (PRI. ONLY)

WL4
INST: CROSSARM SIM TO DSO 323
RISER POLE

NOTE: TO BE WORKED WITH UG JOBS
DN065926 & DN065928



1 inch = 100 feet

Work Order # : DN065924
Tax District : 512
Feeder : TAL23

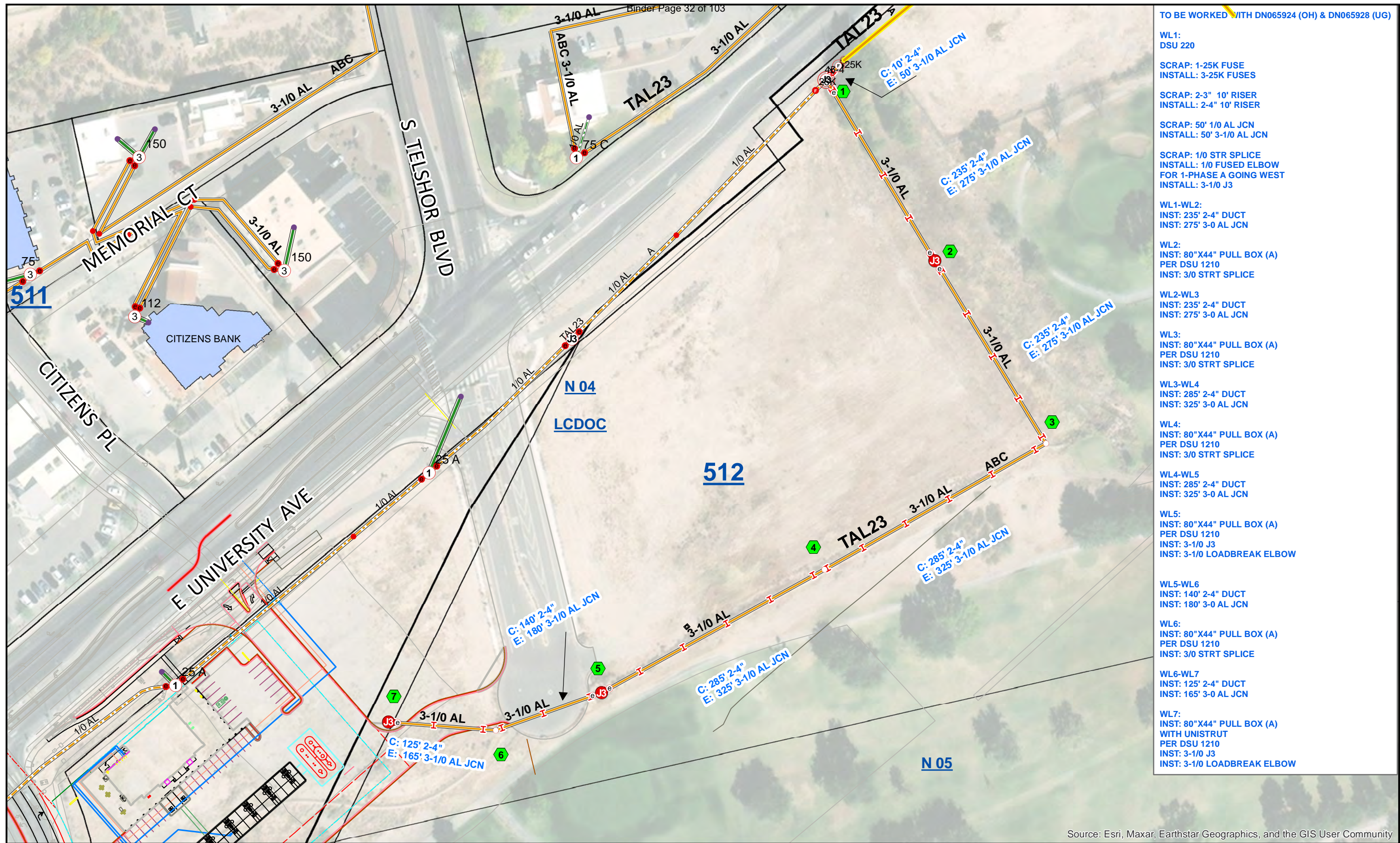
MAVERIK GAS STATION

3098 E UNIVERSITY AVE LAS CRUCES, NM 88011

Planner : Eloy Miranda
Planner Phone : 575-523-3638
Customer : MAVERIK GAS STATION
Customer Phone : 801-683-3623



DN065924
7/21/2023



1 inch = 100 feet

Work Order #: DN065926
Tax District: 512
Feeder: TAL-23

MAVERIK GAS STATION

3098 E UNIVERSITY AVE LAS CRUCES, NM 88011

Planner: Eloy Miranda
Planner Phone: 575-523-3638
Customer: MAVERIK GAS STATION
Customer Phone: 801-683-3623



DN065926
8/10/2023



1 inch = 100 feet

Work Order #: DN065926
Tax District: 512
Feeder: TAL-23

MAVERIK GAS STATION

3098 E UNIVERSITY AVE LAS CRUCES, NM 88011

Planner: Eloy Miranda
Planner Phone: 575-523-3638
Customer: MAVERIK GAS STATION
Customer Phone: 801-683-3623



DN065926
8/10/2023



Board of Regents Meeting
Meeting Date: September 29, 2023
Agenda Item Cover Page

Agenda Item # C-4

☐ Action Item

☒ Consent Item

☐ Informational Item

Presented By: Scott Eschenbrenner
 Special Assistant to the President

Agenda Item:

NMDOT Acquisition – University Avenue

Requested Action of the Board of Regents:

Approval for Revised Formal Offer for NMDOT to Quitclaim Deed to the Regents of New Mexico State University for Parcel 4-NRW-1 on the northside of University Avenue in exchange for Parcel(s) 4-1 and 4-1A on the southside of University Avenue at the Fabian Garcia Agriculture Research Center on University Avenue.

Executive Summary:

The following are proposed changes to the NMDOT acquisition of a right of way (ROW) on University Avenue at the Fabian Garcia AES. The initial proposed acquisition (First Proposal) was approved by the RREC on May 2, 2023 and by the Board of Regents on May 11, 2023.

Subsequent to the approval of the First Proposal, NMDOT discovered documentation that in 2001, NMDOT and NMSU agreed to expand NMDOT's ROW by 18' to the north of NMDOT's existing ROW on University Avenue near Fabian Garcia AES. As part of this agreement, NMDOT paid NMSU \$8,500 to relocate the existing fence outside of the new ROW. NMSU failed to relocate the fence.

Upon discovery of NMSU's error, NMDOT was concerned about liability for the fence and demanded that NMSU remove the fence as agreed upon in 2001. Given the cost of removing the fence and other associated expenses, NMSU asked NMDOT to explore other more cost-effective options. NMDOT proposed deeding back the 18' ROW that it acquired in 2001 from NMSU in exchange for the ROW that is now required for widening University Avenue. NMSU would be exchanging 11,317 sq. ft., in two parcels of property on the southside of University Avenue, for 10,316 sq. ft. of similar property on the northside of University Avenue. Hence, relieving NMSU of its obligation to remove the fence.

NMSU would still receive compensation for the fencing on the southside of University Avenue (\$35,800) and damages estimated at \$9,250, for a total of \$45,050. Total compensation for the First Proposal was to be \$54,200.

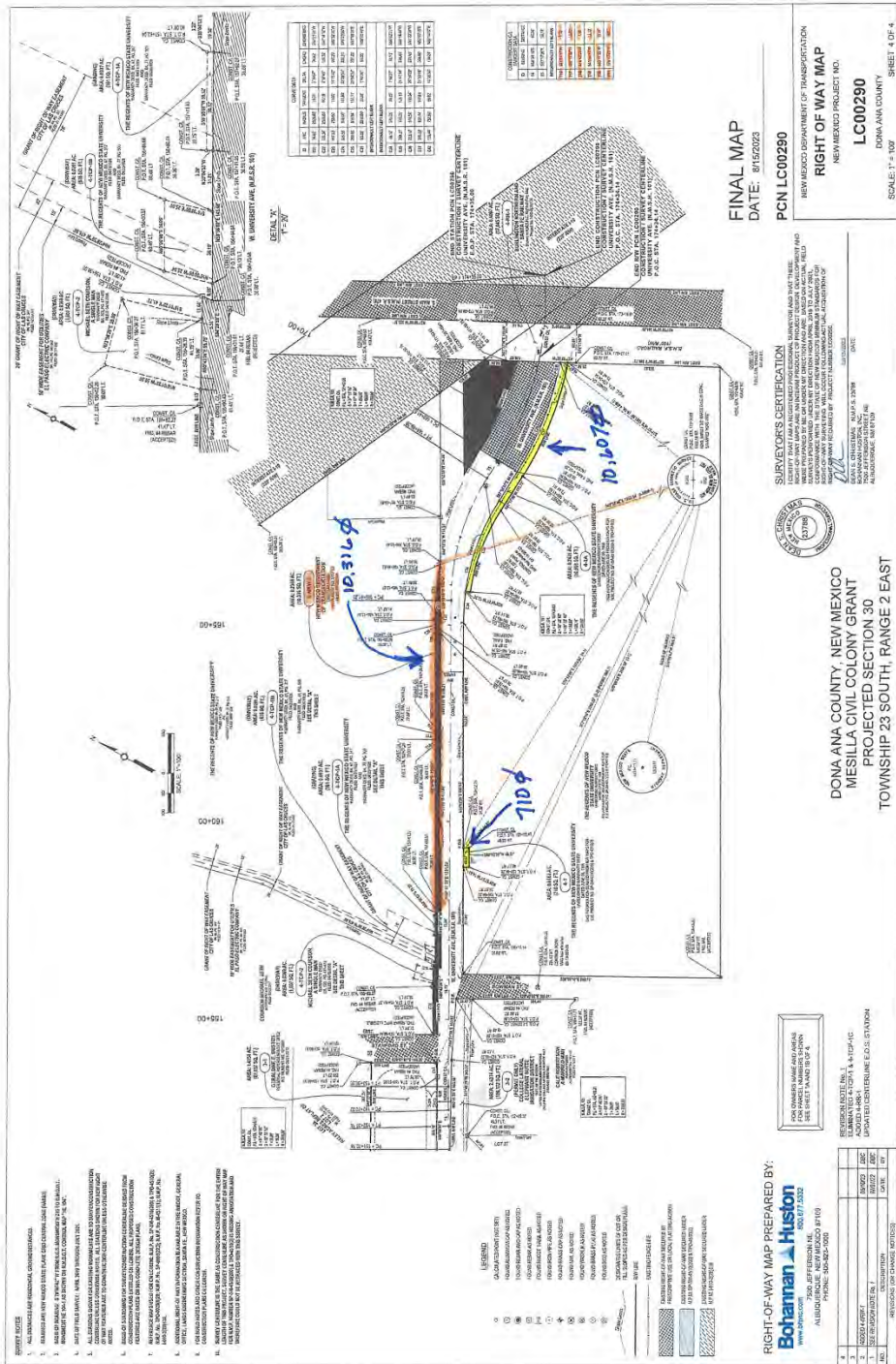
I have attached a map that illustrates the two parcels that NMSU will, with your approval, exchange. The orange highlighted area is the land that NMDOT will deed back to NMSU and the yellow highlighted area on the southside of University Avenue will be deeded to NMDOT for the road widening project.

References:

See attached.

Prior Approvals:

Regents Real Estate Committee approval on May 2, 2023 and September 20, 2023
Board of Regents Approval on May 11, 2023





New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

Control # LC00290
Project: LC00290
Parcel(s): 4-1, 4-1A
County: Dona Ana

September 5, 2023

THE REGENTS OF NEW MEXICO STATE UNIVERSITY
PO BOX 30001
LAS CRUCES, NM 88003-8001

RE: **REVISED FORMAL OFFER** for Parcel(s) 4-1, 4-1A, University Ave
Multimodal Project. NM 101 from Main Street to NM 28 milepost 0 to 1.4 (1.4 mile).
Multimodal and Roadway Improvements. in Dona Ana County

Dear Property Owner:

The New Mexico Department of Transportation is presently acquiring right of way
required for the construction of the above captioned project and wishes to purchase
from you (2) Fee Simple Interest in the property described herein.

For this property, the Department hereby makes an offer of \$ 45,050.00
which is considered to represent just compensation as supported by a reviewed and
approved appraisal prepared by a qualified appraiser for the subject property.

The above compensation is allocated as follows: The NMDOT and NMSU will trade
NMDOT parcel 4-NRW-1 for NMSU parcels 4-1 and 4-1A, there will be no monetary
consideration for the parcels.

Parcel	Acres	Unit Value	% Fee	Land	Improvements	Net Damages	Total
4-1	0.0163	\$35,000.00	100%	\$0.00	\$0.00	\$5,650.00	\$5,650.00
4-1A	0.2435	\$35,000.00	100%	\$0.00	\$35,800.00	\$3,600.00	\$39,400.00

Total Compensation \$ 45,050.00

(Rounded per NMDOT guidelines)

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Page 2, Parcel(s) 4-1, 4-1A

In connection with this offer, the following documents are enclosed:

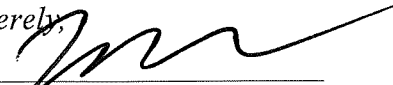
1. *Right of Way Map*
2. *Contract*
3. *Quit Claim Deed 4-NRW-1*

We sincerely trust that this offer meets with your approval. If so, please sign and date the contract where indicated, complete and sign the conveyance document in the presence of a notary public, and return them in the self-addressed, stamped envelope provided for your convenience.

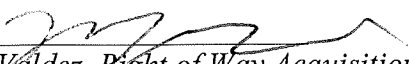
The New Mexico Department of Transportation is required under section 6045(3)(1) of the Internal Revenue Code to file an information return with the Internal Revenue Service related to the acquisition of property interests. If the total compensation is more than \$600.00, the Department is required to send you a form 1099. In order to process a form 1099, a completed W-9 form is needed from you. The law (26 CFR section 1.6045-4(1) also requires you to provide the Department with the correct taxpayer identification number and failure to do so may subject you to civil or criminal penalties. Although you will not receive a 1099 for payments under \$600.00, the Department is required to obtain a W-9 from all property owners, regardless of compensation amount, needed for payment processing. Therefore, in order to allow the Department to process the payment for acquisition of the parcel(s), all payments will require a completed W-9 form. Please complete the enclosed W-9 and mail it in the enclosed envelope addressed to NMDOT Financial Control Bureau.

Should you have any questions or need further information, please feel free to contact Enjoli Castillo at (505) 467-9316. I can also be contacted via email at enjoli.castillo2@state.nm.us. Your cooperation in our efforts to provide better roads for your community is greatly appreciated.

Sincerely,


Enjoli Castillo, Right of Way Acquisition Agent

Concur:


Jeff Valdez, Right of Way Acquisition Unit Supervisor
xc: Records

New Mexico Department of Transportation

INTRA - DEPARTMENTAL CORRESPONDENCE

Project: LC00290

Control #: LC00290

Termini: University: I-10 to Avenida de Mesilla

District: 1

Parcels: 4-1 & 4-1A

County: Dona Ana

APPRAISAL REVIEW

REVISED PARCEL SUMMARY

Owner: The Regents of New Mexico
State University

Phone: 575-646-2356
Scott Eschenbrenner

Address: PO Box 30001, Las Cruces, NM 88003-8001

Valuation: Appraisal Report

Value of Larger Parcel				>\$752,000.00	
Value of Remainder before Acquisition				>\$716,200.00	
Value of Parcel/s to be Acquired					\$35,800.00
Land		*\$0.00			
Improvement			\$35,800.00		
Value of Remainder After Acquisition				>\$706,950.00	
Damages				\$9,250.00	
Benefits				\$0.00	
Net Damages/Benefits					\$9,250.00
TCP Parcels To Be Acquired					\$0.00
Land		N/A			
Improvement			N/A		
Total Compensation					\$45,050.00

Parcel No.	Acres	\$/Unit	% Fee	Land	Improvement	Net Damages	Total
4-1	0.0163	\$35,000	100%	*\$0.00	\$0.00	\$5,650	\$5,650.00
4-1A	0.2435	\$35,000	100%	*\$0.00	\$35,800	\$3,600	\$39,400.00

*This Parcel Summary has been revised to reflect removal of land value in lieu of a land swap for these parcels, therefore adjusting total compensation.

Total Compensation:

\$45,050.00

Date: August 8, 2023


 Anna A. Silva
 Appraisal Review Unit

New Mexico Department of Transportation

CONTRACT

Project: LC00290	Control #: LC00290
Termini: University Ave Multimodal Project. NM 101 from Main Street to NM 28 milepost 0 to 1.4 (1.4 mile). Multimodal and Roadway Improvements. in Dona Ana County	District: 1
Parcel: 4-1, 4-1A	County: Dona Ana

THIS AGREEMENT made and entered into this _____ day of _____, _____
 between THE REGENTS OF NEW MEXICO STATE UNIVERSITY
 whose address is PO BOX 30001 LAS CRUCES, NM 88003-8001
 Party of the First Part, and the New Mexico Department of Transportation, hereinafter referred to as the
 Department. For the purposes of this contract, Party shall be deemed to be either singular or plural as the
 context requires.

WITNESSETH: For good and valuable consideration, receipt of which is hereby acknowledged, the
 Party of the First Part hereby delivers to the Department, two warranty deed(s) of real estate for highway
 purposes situated in Dona Ana County, State of New Mexico, and subject to the following terms and
 conditions:

CONDITIONS:

The following NMSU personnel are to be contacted by NMDOT and contractor regarding construction
Dave Lowry- trey17@nmsu.edu, Anthony Aranda- aaranda@nmsu.edu,
Autumn Martinez- purple@nmsu.edu, Christin Mendez- chrismdz@nmsu.edu.

The NMDOT and NMSU will trade NMDOT parcel 4-NRW-1 for NMSU parcels 4-1 and 4-1A, there
will be no monetary consideration for the parcels.

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the Party of the First Part.
2. Party of the First Part will be responsible for the payment of all property taxes for the parcel of property heretofore described to the date of closing of this transaction. The Department will reimburse the Party of the First Part for all property taxes paid by said Party of the First Part after the date of closing for the parcel of property heretofore described.
3. THIS CONTRACT embodies the whole Agreement between the parties hereto, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
4. The Party of the First Part hereby agrees that the compensation herein provided to be paid includes full compensation for their interests, and the interests of their life tenants, remaindermen, reversioners, lienors and lessees, and any and all other legal and equitable interests which are or may be outstanding, and said Party of the First Part agrees to discharge the same.

Page 2

5. THIS CONTRACT shall be binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the Secretary or his/her authorized representative.

6. The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above. It is further understood and agreed that, except as noted or specified above, **IMMEDIATE POSSESSION** of said premises, and the right to enter thereon, is **HEREBY GRANTED** to the Department, its duly authorized Agents and Contractors, upon receipt of payment by First Party.

7. The terms and conditions of this contract have been fully explained and are understood by the undersigned, and payment is to be made in accordance with the above conditions.

8. The consideration as set forth in the contract shall constitute full payment for the premises and all damages, of whatever nature, arising out of or by reason of the use of said premises for highway purposes.

9. Terms and conditions contained on the reverse side of this contract are part of this contract as fully as if written on this side.

10. Party of the first part will hold the Department of Transportation harmless for any and all claims, demands or causes of action arising out of or as a result of the transactions as described herein.

THE DEPARTMENT agrees to purchase the above described real estate, or interest therein, and to pay upon delivery of a good and sufficient conveyance therefore, as follows:

Parcel	Acres	Unit Value	% Fee	Land	Improvements	Net Damages	Total
4-1	0.0163	\$35,000.00	0%	\$0.00	\$0.00	\$5,650.00	\$5,650.00
4-1A	0.2435	\$35,000.00	0%	\$0.00	\$35,800.00	\$3,600.00	\$39,400.00

Total Compensation \$ 45,050.00

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Right of Way Negotiator –Enjoli Castillo

Date

Approved By: _____
Right of Way Acquisition Unit Supervisor -Jeff Valdez

Date

Party of the First Part: THE REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____

Date

Title

NEW MEXICO DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2023, by and between **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, party of the first part, and **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, party of the second part.

WITNESSETH: That the said party of the first part, does by these presents, demise, release and forever quitclaim, unto the said party of the second part and to its heirs and assigns, the following described strip, tract or parcel of land and real estate, lying, situate and being in the County of Dona Ana, Town of Mesilla, State of New Mexico to wit:

4-NRW-1

A certain parcel of land situated in Projected Section 30, Township 23 South, Range 2 East, New Mexico Principal Meridian, Town of Mesilla, Dona Ana County, New Mexico, being within the present (2023) right-of-way secured under N.M.P. SP-SM-4510(200) and TPO-4510(2) and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the southeasterly corner of said parcel, said corner also being a point on the present (2023) northerly right-of-way line of W. University Avenue (N.M.S.R. 101), being 36.05 feet left of the Construction Centerline P.O.C. Sta. 166+45.83, NMP# LC00290/PCN LC00290, Dona Ana County, State of New Mexico, **WHENCE** a found 3-1/2" NGS Control Brass Cap in concrete stamped "H245 1952" bears South 49°28'46" East a distance of 1663.54 feet;

THENCE leaving said present (2023) northerly right-of-way line of NMP# LC00290/PCN LC00290 South 59°09'48" West a distance of 138.12 feet;

THENCE South 78°43'28" West a distance of 10.13 feet;

THENCE South 60°17'22" West a distance of 12.97 feet;

THENCE South 41°51'17" West a distance of 12.10 feet;

THENCE South 60°23'26" West a distance of 258.21 feet;

THENCE South 78°43'28" West a distance of 1.18 feet;

THENCE South 60°17'22" West a distance of 12.00 feet;

THENCE South $41^{\circ}51'17''$ West a distance of 1.10 feet;

THENCE South 60°23'26" West a distance of 417.66 feet;

THENCE North 66°37'10" West a distance of 12.00 feet to a point on said present (2023) northerly right-of-way line;

THENCE along said present (2023) northerly right-of-way line North 59°56'02" East a distance of 730.69 feet;

THENCE along the arc of a curve to the right having a central angle of $10^{\circ}38'39''$, a radius of 750.60 feet, a chord bearing North $65^{\circ}14'07''$ East a distance of 139.44 feet and an arc distance of 139.24 feet to the **POINT OF BEGINNING**.

Containing 0.2368 acres or 10,316 Sq. Ft., more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

New Mexico Department of Transportation

Ricky Serna, Cabinet Secretary or Designee

STATE OF NEW MEXICO)
) SS
COUNTY OF SANTA FE)

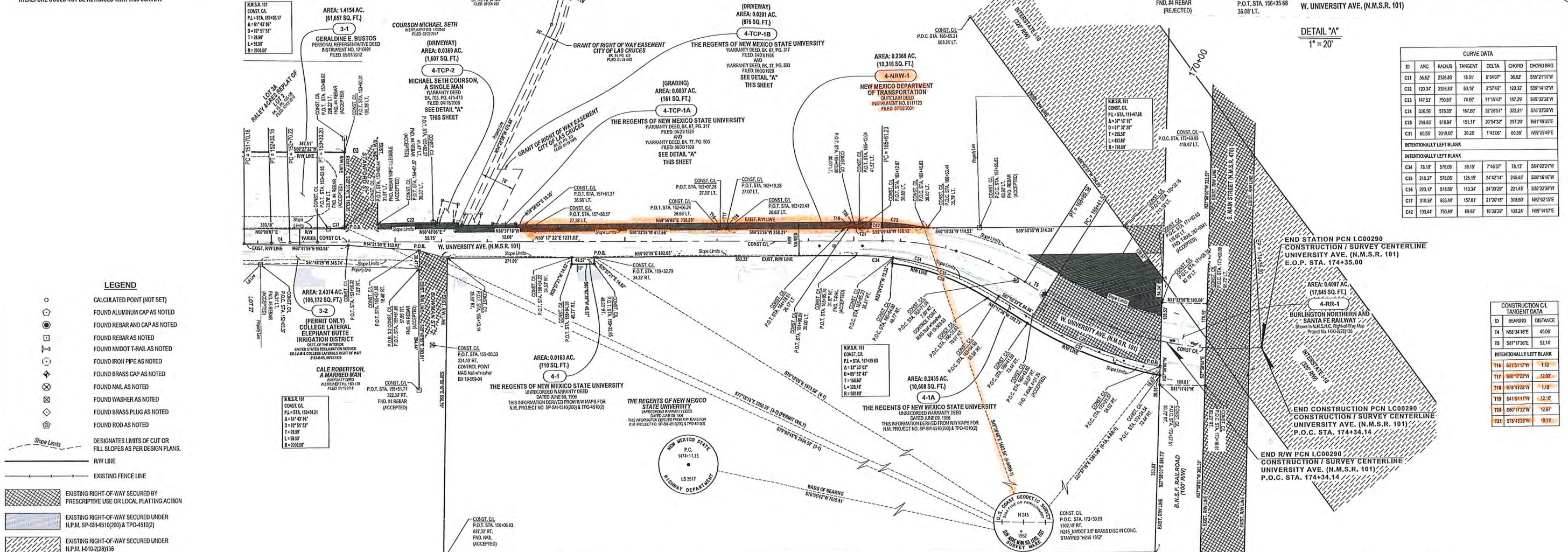
On this _____ day of _____, 2023, before me personally appeared _____ in his capacity as _____, New Mexico Department of Transportation

Witness my hand and seal the day and year last above written.

Notary Public
My commission expires: _____

SURVEY NOTES

- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- BEARINGS ARE NEW MEXICO STATE PLANE GRID CENTRAL ZONE (NAD83)
- BASIS OF BEARING: S 78°06'42" W FROM H.G.S. MONUMENT H 245 TO N.M.D.O.T. MONUMENT 104-1 AS SHOWN ON N.M.D.O.T. CONTROL MAP "THE 104".
- DATE OF FIELD SURVEY: APRIL 2019 THROUGH JULY 2021.
- ALL STATIONS SHOWN FOR EXISTING MONUMENTS ARE TO SURVEY/CONSTRUCTION CENTERLINE UNLESS OTHERWISE NOTED. ALL STATIONS SHOWN FOR NEW RIGHT OF WAY FEATURES ARE TO CONSTRUCTION CENTERLINE UNLESS OTHERWISE NOTED.
- BASIS OF STATIONING FOR SURVEY/CONSTRUCTION CENTERLINE DERIVED FROM CONSTRUCTION PLANS ENTITLED CN LC00290. ALL PROPOSED CONSTRUCTION FEATURES ARE BASED ON 90% COMPLETE DESIGN PLANS.
- REFERENCE MAPS USED FOR CN LC00290: N.M.P. No. SP-SM-4510(200) & TPO-4510(2); N.M.P. No. TPO-4028(8)28; N.M.P. No. SP-9997(223); N.M.P. No. M-4511(1); N.M.P. No. 1410-2(28)135.
- ADDITIONAL RIGHT-OF-WAY INFORMATION IS AVAILABLE IN THE NMDOT, GENERAL OFFICE, LANDS ENGINEERING SECTION, SANTA FE, NEW MEXICO.
- FOR BUILD NOTES AND OTHER CONSTRUCTION INFORMATION REFER TO CONSTRUCTION PLANS CN LC00290.
- SURVEY CENTERLINE IS THE SAME AS CONSTRUCTION CENTERLINE FOR THE ENTIRE LENGTH OF THIS PROJECT. SURVEY CENTERLINE AS SHOWN ON RIGHT OF WAY MAP FOR N.M.P. NUMBER SP-SM-4510(200) & TPO-4510(2) IS MISSING ANNOTATION AND THEREFORE COULD NOT BE RETRACED WITH THIS SURVEY.



RIGHT-OF-WAY MAP PREPARED BY:

Bohannon & Huston
www.bhinc.com 800.877.5332

7500 JEFFERSON NE
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-823-1000

FOR OWNERS NAME AND AREAS
FOR PARCEL NUMBERS SHOWN
SEE SHEET 1A AND 1B OF 4.

4			
3			
2	ADDED 4-NRW-1	08/10/23	DBC
1	SEE REVISION NOTE No. 1	07/01/22	DBC
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			

REVISION NOTE No. 1
ELIMINATED 4-TCP-1 & 4-TCP-1C
ADDED 4-RR-1
UPDATED CENTERLINE E.O.S. STATION

DONA ANA COUNTY, NEW MEXICO
MESILLA CIVIL COLONY GRANT
PROJECTED SECTION 30
TOWNSHIP 23 SOUTH, RANGE 2 EAST



SURVEYOR'S CERTIFICATION

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE RIGHT-OF-WAY MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION FROM APRIL 2019 TO JULY 2021, CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT-OF-WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT-OF-WAY REQUIRED BY PROJECT NUMBER LC00290.

DEAN S. CHRISTMAS N.M.P.S. 23788
BOHANNAN HUSTON, INC.
7500 JEFFERSON STREET NE
ALBUQUERQUE, NM 87109

DATE

08/15/2023

FINAL MAP

DATE: 8/15/2023

PCN LC00290

NEW MEXICO DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.

LC00290

DONA ANA COUNTY

SCALE: 1" = 100'

SHEET 4 OF 4



Board of Regents Meeting
Meeting Date: September 29, 2023
Agenda Item Cover Page

Agenda Item # C-5

- ☐ Action Item
☒ Consent Item
☐ Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Agenda Item:

Doña Ana County Office of Emergency Management (OEM) Lease Agreement

Requested Action of the Board of Regents:

Approval of the lease agreement.

Executive Summary:

Lease agreement document has been vetted through NMSU legal and Doña Ana County. Doña Ana County is requesting this agreement be approved by the Board of Regents at their September 29, 2023 meeting. Doña Ana County needs to get the environmental and historical assessment completed as soon as possible in order to avoid risking the loss of federal funding that has already been allocated. September marks the end of the federal fiscal year, and Doña Ana County needs to show progress on the project beyond just the architectural design work that has taken place.

The lease agreement has been drafted based on the discussions from the Regents Real Estate Committee meeting on January 26, 2023. The consideration for the lease is \$1 per year with the understanding that there will be a mutual agreement between NMSU Police and Fire, NM Department of Agriculture (NMDA), Cooperative Extension Services (CES) and ICT for future use at this facility which has been addressed in the MOU's that are included in the exhibits of the Lease. The term of this lease is 45-years with two 10-year options to renew. NMSU will have no financial responsibility to provide infrastructure to the project. NMSU also has a termination provision if construction on the land is not completed in a 24-month period. There are provisions for NMSU to extend for up to 24 additional months at NMSU discretion.

References:

See attached.

Prior Approvals:

Regents Real Estate Committee approval on September 20, 2023



Doña Ana County

Fernando Macias
County Manager



DAC Emergency Ops. Center

During a Disaster, the EOC:

- Supports Incident Management for all Doña Ana County government entities, including NMSU
- Coordinates the restoration of Community Lifelines like energy, food, shelter, communications, & health
- Works with corporate, state, and federal EOCs
- Ensures situational awareness, communication, and resource management for everyone involved



What is the Need?

- The current facility is located in a portion of the County's Public Health Building, which is too small to support modern emergency management
- The current facility is susceptible to infrastructure outages
- There is a need for expanded resource warehousing of disaster supplies
- The new EOC provides an opportunity to bring all of the key partners physically together to better serve our County and State



Why At NMSU?

- ASA Architect, an independent consulting firm, conducted a site survey, and the site being discussed today was the top site recommended based on:
 - best partnership opportunities
 - access to infrastructure (utilities, roads, communications, etc.)
 - ability to meet programmatic needs for OEM/EOC
- Other sites considered included: further up Geothermal Drive/Tortugas Trail(NMSU property), along Sonoma Ranch Blvd. (BLM property), and along Northrise Dr. (City/County parcel)



Why At NMSU?

The benefits of partnership include:

- NMSU can use the EOC for public safety management of special events & major incidents/disasters, including public safety Off-Site Command (e.g., snowstorm that stranded thousands in the Pan Am after a concert)
- Backup 911 Public Safety Communications Center (MVRDA & NMSU)
- Expanded internship opportunities & ties to academic programs
- Use by NMDA for coordination of Agriculture Disasters throughout NM
- If funded, co-location of NMSU Southwest Border Food Protection & Emergency Preparedness Center, New Mexico Department of Agriculture, the County Cooperative Extension Service, and New Mexico Department of Homeland Security & Emergency Management
- Better access/space for NMSU Central Administration Response Team (Chancellor, public safety, and key NMSU personnel)



Where At NMSU?



Part of EOC Site, with reversion ability if needed for NMSU Public Safety

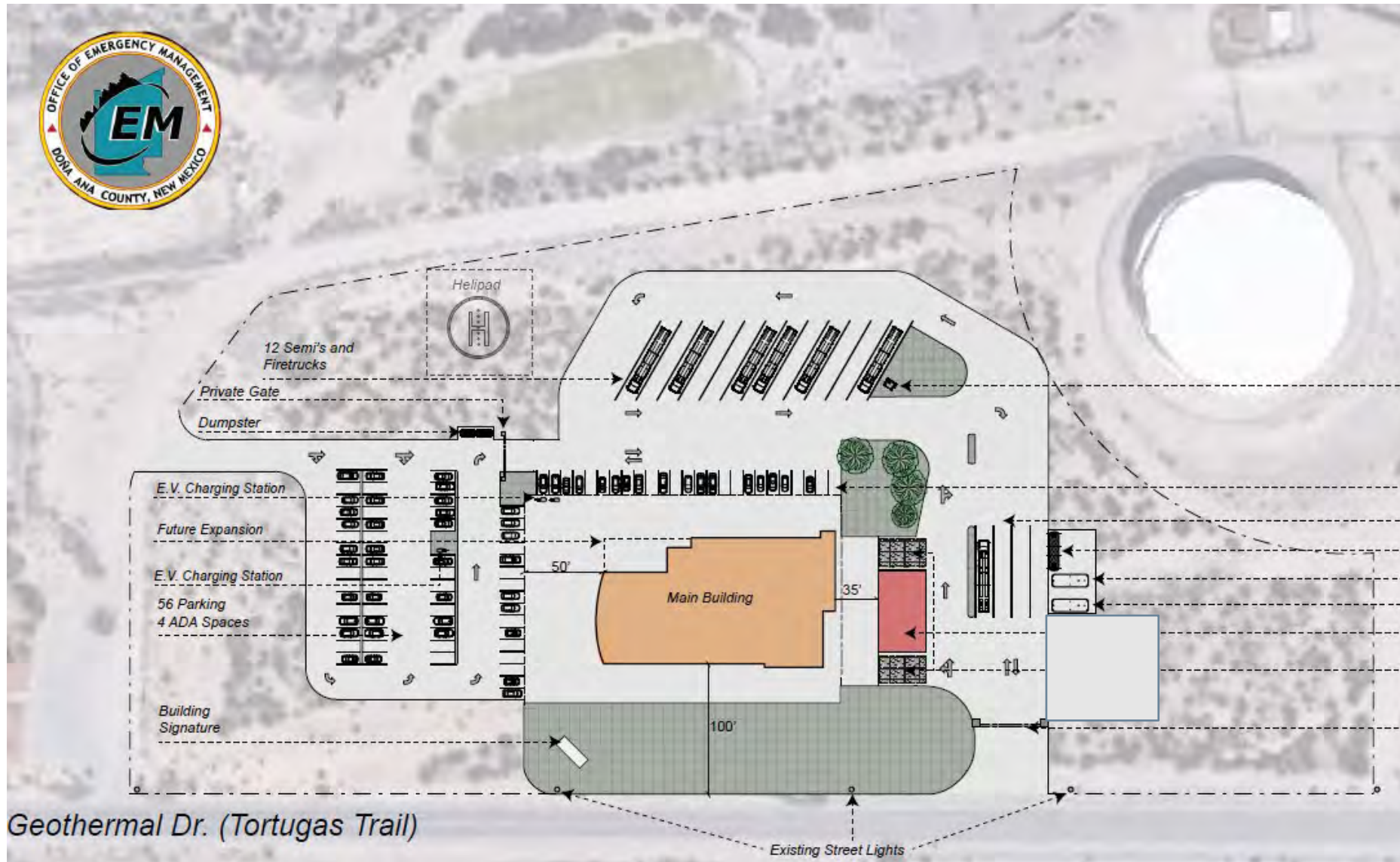


Why Now?

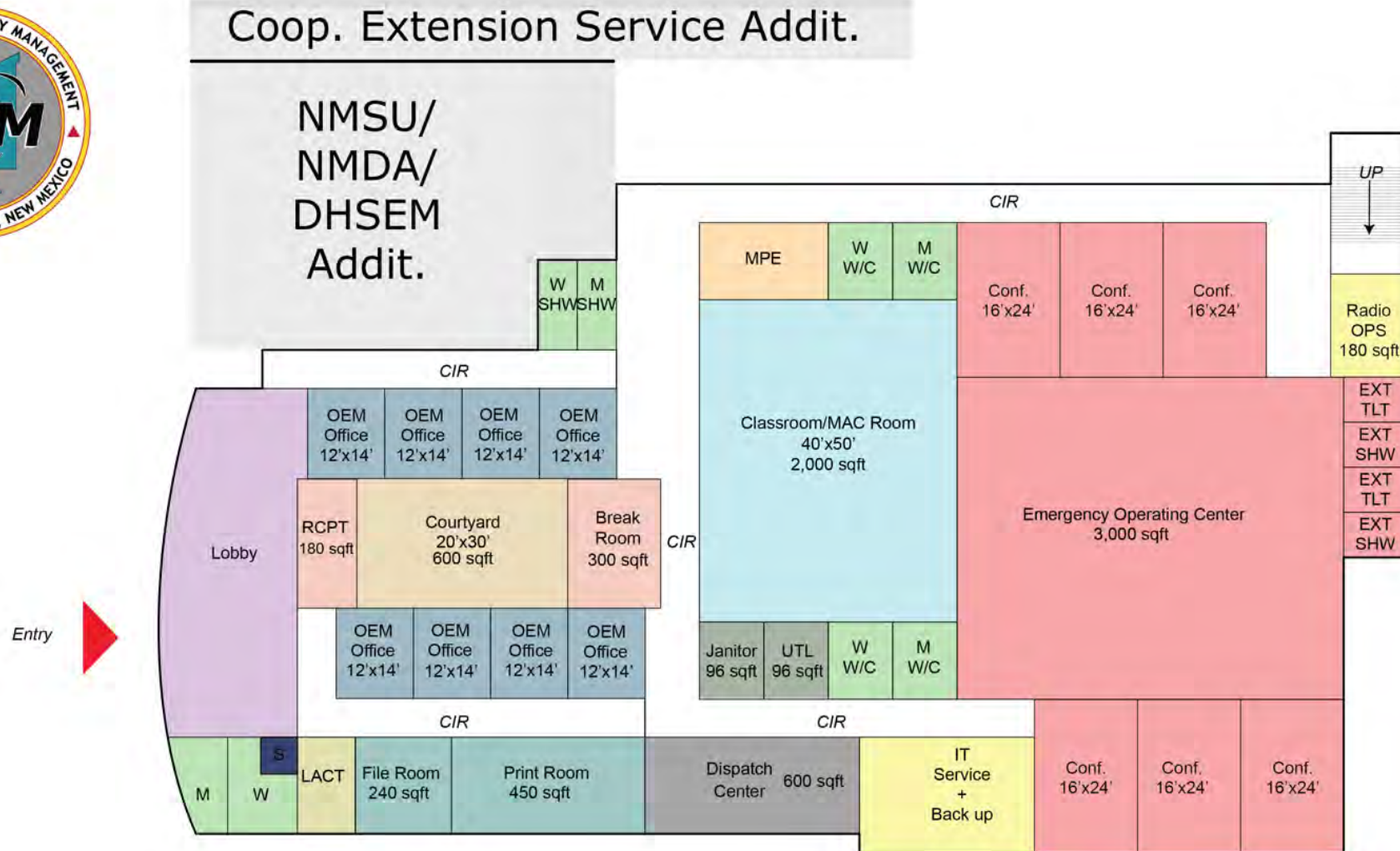
- Next disaster could happen at any time
- Ability to serve community for emergency preparedness, response, and recovery will continue to be limited until a new facility is constructed
- This has been on the County strategic plan for 7+ years, and under discussion with NMSU administration since June 2021.
- Partial funding (\$1.5 million) from FEMA (federal earmark thanks to NM Senators Heinrich and Lujan), with clock ticking to spend
- #3 request for ICIP funds by County in 2023 Legislative Session
- Blueprints are already being drafted to have a shovel-ready project, but a site needs to be locked in for survey, environmental impact analysis, and geotechnical study



Possible Site Plan



Planned Facility Layout



Next Steps

- If NMSU agrees to low-cost lease of parcel, then seek approval of terms from Board of County Commissioners (and signature)
- Site survey
- Environmental and Cultural Assessment
- Public meeting(s) to identify any concerns
- Finalize blueprints
- Once final funding is in place, go out to bid for construction



QUESTIONS?



Southern Region Emergency Operation Center

Jeff Witte
Secretary – New Mexico Department of Agriculture

Board of Regents Real Estate Committee.

Southwest Border Food Protection and Emergency Preparedness Center

- A collaborative effort between the New Mexico Department of Agriculture and the Cooperative Extension Service of New Mexico State University.
- Mission: To facilitate agriculture, consumer, and environmental collaboration, engagement, and awareness by providing education programs, planning, training, and exercising to ensure the wellness of the whole community in the southwest borderland and beyond.
- We honor a three-prong approach to Food Protection: Food Safety, Food Defense, and Food Security.



EOC Functions

- A southern region EOC will enhance the entire region's capacity to prepare for and respond to complex emergencies by:
 - Provide a dedicated physical location in the southern region of the state,
 - support on-scene personnel with information and resources,
 - serve as a training aid,
 - and enhance overall collaborative efforts between jurisdictions.



Southern Region EOC

- Enhancing the state's capacity to manage complex incidents through hardened facilities.
- Ability to stand up Area Command to support the entire region.
- Allows interface between emergency personnel and New Mexico State University subject matter experts in areas such as:
 - Plant diagnostics,
 - Economics,
 - Animal science,
 - Wildlife
 - Engineering,
 - Etc.



Center Impacts

- Ability to enhance the border regions' emergency preparedness through Food Protection, Food Defense, and Food Security.
- Access to hardened communications abilities
- Interface with County and State personnel.
- Utilization of space to train and exercise.
- Close access to federal partners such as CBP
- Pursue workforce development in the areas of agricultural and emergency management.
- Accommodations for 8 personnel.
- Space for emergency response equipment (trailers, generators, etc.)



ESF 11 Deployments

Dairy Cow Death Toll to Surpass 30,000 in Texas, New Mexico Due to Winter Storm Goliath

By Ada Carr • January 05, 2016



Sunland Park Racetrack confirms case of EHV

Times Staff Report

Published 4:27 p.m. MT Jan. 21, 2016

[View Comments](#)



Sunland Park's horse racing season begins Friday. Kristopher Rivera / El Paso Times

Sunland Park Racetrack & Casino has confirmed one horse has tested positive for EHV (Equine Herpes Virus). The test results were released on Thursday.

In a press release issued Thursday, Sunland Park officials said they are taking immediate proactive steps to ensure the safety of all horses on the grounds. The racetrack will not be allowing any horse on or off its grounds. The restriction will be in place until the environment is confirmed free from EHV. The teams on site are working diligently to disinfect all equipment, both personal and equine to prevent the spread of EHV.

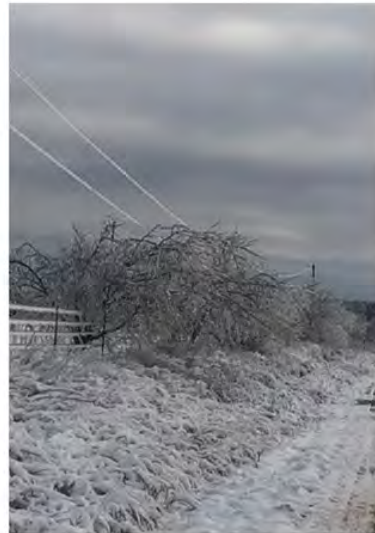


ESF 11 Deployments

The cost of Uri

The death toll caused by Uri in Texas is estimated to be somewhere between 426-978. The estimated cost of the storm stands at \$196.5 billion, making it the costliest winter storm on record. Power outages plagued Texas as the electric grid wasn't prepared to handle the increased demand as people tried to keep their homes and businesses warm. The outages affected an estimated 9,924,000 people. The storm also spawned 6 tornadoes on Monday, February 15.

During the peak of the power outages, 4.5 million customers were left without power. Two of the electricity reliability commissions serving the Southern United States, Southwest Power Pool (SPP) and the Electric Reliability Council of Texas (ERCOT) initiated rolling blackouts in 14 states in an attempt to prevent prolonged blackouts. Both entities faced criticism from the government and their customers. Much of the criticism stemmed from the entities only giving limited advance notice of the blackouts. They were also criticized for not specifically outlining the areas that would be affected by the rolling blackouts.



Winter Storm Uri caused \$196 billion in damages and left almost 10,000,000 people without power in Texas, alone. *Coleman County Electric Cooperative*

4 cows killed after semi flips on interstate flyover

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Updated: 5:14 PM MDT Oct 12, 2018

Infinite Scroll Enabled ☐



Brandon Evans ✉

Weeknight Anchor



Crews used movable panels to corral cows

CAUGHT
ON CAMERA

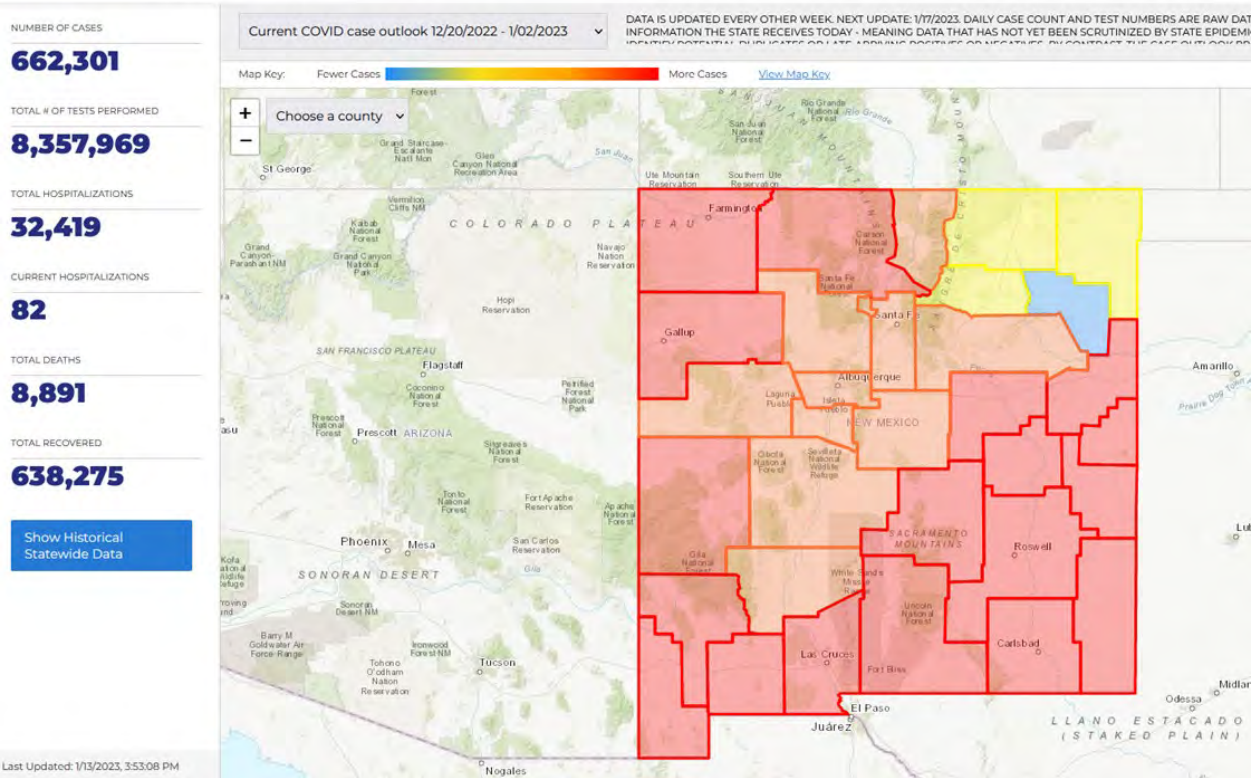


SHOW TRANSCRIPT



ESF 11 Deployments

NMDOH New Mexico Department of Health
COVID-19 in New Mexico



A closer look: New Mexico's deadliest fire season

Tessa Mentus | KOB
Updated: July 18, 2022 - 6:50 PM
Published: July 18, 2022 - 4:56 PM



ALBUQUERQUE, N.M. – The loss of four responders Saturday is just another example of the devastation of this year's brutal, historic fire season in New Mexico.

The four Bernalillo County first responders were helping battle the East Mesa Fire near Las Vegas before their helicopter crashed on its way back to Albuquerque **Saturday night**.



Preparing Agriculture

- Border States Tabletop Exercise (Foot and Mouth Disease)
- Dairy Row Disaster Tabletop Exercise (Anthrax)
- Agriculture and Livestock Incident Response Team (ALIRT)
- Here to Help New Mexico
- New Mexico Large Animal Carcass Management Plan
- New Mexico Foreign Animal Disease Vaccination Plan





BE BOLD. Shape the Future.®
New Mexico State University

NMSU Public Safety Current Operations

- NMSU Police and Fire utilize an off-site incident command center for all events with over 1,250 expected attendees
- The NMSU Emergency Dispatch Center utilizes an alternate dispatch center for special events or when the primary center is inoperable.
- All campus emergency services will utilize the Dona Ana County, City of Las Cruces, City of Sunland Park Emergency Operations Center (EOC) in the event that a major critical incident occurring on campus that requires multiple resources and/or agencies.
- The NMSU Police Department currently houses regional resources such as a two-radio bank, portable metal detectors, and explosive detection canine teams.
- All campus emergency services have access to Office of Emergency Management (OEM) resource such as portable generators/light towers, mass sheltering equipment, mass casualty equipment, sand bags and sand bag equipment, etc.



Current Off-Site Command Center and Alternate Emergency Dispatch Center



BE BOLD. Shape the Future.®

NMSU Public Safety Impact of On-Campus EOC

- Ability to utilize an on-campus EOC for an off-site incident command center for major special events.
 - This practice will provide for a seamless transition and reduced need for staffing in the event that a critical incident occurs at a special event and the incident commander activates the EOC.
- Ability to utilize the communications room in the on-campus EOC as an alternate dispatch center in the event that the primary emergency dispatch center becomes inoperable for any reason.
- Ease of access in the event of an EOC activation for both on and off campus incidents.
- Ease of access to OEM resources, planning documents, facilities, and emergency management staff.



Impact of On-Campus EOC to NMSU Public Safety Future Plans

- The NMSU Police Department and the Emergency Dispatch Center needs to relocate due to the condition of the current facility and the fact that the area floods significantly when there are heavy rains, hampering emergency operations and 911 services to the campus community.
- The current requested site for the on-campus EOC would also be an excellent location for a future NMSU Public Safety building due to the fact that the site is outside the flood plane and has ease of access to I-25 and the Las Cruces Campus.
- Colocation of the on-campus EOC and the NMSU Public Safety complex would result in decreased NMSU costs for infrastructure installation, specifically for the Emergency Dispatch/911 Center.
- Colocation of the on-campus EOC and the NMSU Public Safety complex would also result in an opportunity for use of each other's facilities, such as use of parking lots and training rooms for specific large scale events or trainings.



LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) is made as of the date of the final signature below (the "Effective Date") between the Regents of New Mexico State University (NMSU), and DOÑA ANA COUNTY, (County).

- 1) LAND. NMSU does hereby demise and lease to County the tract of land situated in Doña Ana County, New Mexico, as shown on the plat attached hereto as Exhibit A (Land).
- 2) USE. The parties intend for the Land to be used for the construction, operation and maintenance of the Doña Ana County Emergency Operations Center and Office of Emergency Management. No other use will be permitted without the approval of NMSU at NMSU's sole discretion.
- 3) DEVELOPMENT.
 - a) County Obligations for Construction. Before undertaking any development of the Project (see definition Section 27(b)(iv)) and before any building materials have been delivered to the Land, County must have performed and complied with all of the following obligations:
 - i) Commencement of Construction. No construction or groundwork may commence on the Land prior to County receiving a written Notice to Proceed from NMSU.
 - ii) Construction Plans and Specifications. Submission to NMSU for NMSU's approval the completed Site Plan (See definition Section 27(b)(vi)) and a complete set of construction plans and specifications for the buildings and improvements (definition Section 27(b)(ii)), collectively Plans, (See definition Section 27(b)(viii)) prepared by a licensed architect or engineer and conforming with all NMSU design guidelines. The Plans include, but will not be limited to, copies of preliminary grading and drainage plans; soil test reports; descriptions of utilities, sewer and service connections; locations of ingress and egress to and from public thoroughfares; curbs; gutters; parkways, street lighting, designs and locations for outdoor signs; storage areas; building plans, elevations, and renderings; landscaping plans, and the architect's detailed estimate of the costs of construction, all sufficient to enable NMSU to make an informed judgment about the nature, design and quality of the proposed Building and Improvements. NMSU will have a period of twenty (20) business days after submission of the Plans, or any amendment or supplement thereto, together with a written statement

from County that it deems the same complete and requests approval thereof, to advise County in writing of its approval, disapproval, or request for supplementation, amendment or clarification. NMSU will have the right to disapprove the Plans if they are determined to be contrary to the master plan of NMSU. Two hard copies and two electronic copies of the Plans will be submitted to NMSU within six (6) months of execution of this Lease Agreement. Failure of NMSU to respond to County regarding the Plans within the twenty (20) business day period will be deemed approval.

- iii) Approval of Final Plans. Obtaining all required governmental agency(s) approval and permits including approval of final construction plans and specifications substantially conforming to the Plans previously approved by NMSU, and delivery to NMSU of one (1) complete set as approved by such governmental agencies. Material changes required by the governmental agencies to the Plans previously approved by NMSU must be returned to NMSU for approval prior to proceeding. Interior design changes will not require NMSU's approval. Construction must commence within six (6) months after final governmental approvals required to allow commencement of construction and the longer of (a) the time required to complete any appeals therefrom or (b) any applicable appeal periods. All required governmental approvals must be completed to allow commencement of construction; a copy of the preliminary Site Plan is attached as Exhibit B hereto. Exhibit B will be updated with the Site Plan when finalized.
- iv) Confidentiality of Plans. Due to the nature of the facility, certain safety, security, and design features contained in the plans may be confidential, and unrestricted release to the public could result in a risk to personal safety and property. As a result, any plans delivered by the County to NMSU will be stored in a secure manner, and NMSU will only provide access to those with a need to know, unless otherwise approved in writing by the County. Any requests for inspection of the plans that are delivered to NMSU will be coordinated with the County prior to being granted to ensure adequate safeguards are in place to protect confidential information. NMSU may agree to assert an exception to inspection on behalf of County, but if the exception is challenged it will be solely County's responsibility to defend and pay and resulting fines or penalties. If County refuses or fails to defend a challenge assert by NMSU on County's behalf, NMSU will allow inspection of the subject records.
- v) Contractor. Furnishing NMSU with a true copy of County's executed

contract with the general contractor, who is appropriately licensed in the State of New Mexico with any confidential or proprietary information redacted. The construction contract must give NMSU the right but not the obligation to assume County's obligations and rights under the contract if County should be in default thereon and such default is not waived by the contractor or otherwise cured within 120 days from written notification of such default from the contractor to County. The contract must also require the general contractor to copy NMSU upon any notification of County's default.

- vi) Zoning and Code Compliance. Delivery to NMSU at County's expense evidence of compliance with all required approvals and permits from governmental entities necessary to allow commencement of construction, including, but not restricted to, a grading permit, building permits, all documents submitted in connection with applicable zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction.
- vii) Public Meeting. County agrees to advertise and conduct at least two public meetings addressing the Project and respond to community concerns. County further agrees to provide NMSU with a summary of each Public Meeting and all community concerns along with the County's plan to address each concern.
- b) Inspection and Posting. Any other provision in this Lease notwithstanding, NMSU and County agree that NMSU will have the right to inspect the Land in relation to the construction at all reasonable times and the right to post upon the Land, Building and Improvements, in accordance with the mechanic's liens and other statutes authorizing liens to be filed against the Land, Building and Improvements, a notice or notices of non-responsibility as provided by Section 48-2-11, NMSA (1978) and any amendment or modification thereof, and County must maintain said notices upon the Land, Building and Improvements until County submits to NMSU suitable evidence that all costs of construction, grading, installation, and the like, including architectural fees, and engineers', workmen's, materialmen's, laborers' and subcontractors' liens, and any other liens which could be filed under the statutes of the State of New Mexico, have been fully paid and satisfied.
- c) Condition of Land and Easements.
 - i) NMSU will provide to County all reports, investigations, documents and data in NMSU's possession or control regarding the soil, subsoil or environmental condition on the Land. Except as expressly set forth herein, NMSU makes no covenants or warranties respecting the

condition of the soil or subsoil, any environmental condition or presence of cultural resources, or any other condition of the Land. All costs necessary or required to make the Land suitable for development and any costs or expenses necessary to improve any improvement due to the condition of the Land will be at the sole cost of County. County may enter onto the Land before commencement of the term to make soil and structural engineering tests that County considers necessary. All such tests made by or on behalf of County will be at County's sole expense. A copy of the report must be delivered to NMSU upon completion of such report. NMSU will grant such easements to public entities and utilities to serve the Premises as necessary, provided however:

- (1) NMSU makes no representations to County as to the suitability or location of any utilities. County has one year from the Effective Date to determine, at its sole expense, if adequate utilities are available to the Land. If County determines, at its sole discretion, that adequate utilities are not available to the Land, County may terminate this Lease with 30 days written notice to NMSU.
 - (2) NMSU agrees to grant to public entities or public utilities, for the purpose of serving only the Premises and only in accordance with, and expressly designated upon, the Site Plan, rights of way or easements on, under or over the Premises for underground utilities or poles or conduits or both for telephone, cable, fiber optics, electricity, water, natural gas, sanitary or storm sewers or both, and for other utility services, including additional requirements for expanded development by County that may be outside the scope of the current Site Plan.
- ii) Any easement requested by County will be limited to the duration of County's Lease term. The terms and conditions of this Lease must be consistent with other easements given by the NMSU, provided, that such consistency must not detract from the grant set forth above.
- d) The Work. Once the work has begun, County must, with reasonable diligence, prosecute to completion all construction of improvements, additions, or alterations, subject to conditions of Unavoidable Delay. All work must be performed in a good and workmanlike manner, must comply with the approved Site Plan, **Exhibit B** which must be attached upon approval of the Site Plan as provided for in Section 3a(iii) above and must conform at all times to the valid and applicable laws, ordinances, restrictions and regulations of the State of New Mexico, or any other governmental agency having authority to impose and

enforce restrictions and regulations against County or NMSU, and must be done in accordance with and in compliance with all applicable building, zoning, worker's compensation, and other applicable regulations and laws, whether expressly enumerated herein or not.

- i) "Unavoidable Delay" means all failures or delays in a party's performance of its obligations hereunder not within such party's reasonable control, including without limitation, the impossibility of such performance which results from or be caused by any act of God, acts of the public enemy, wars, blockades, epidemics, earthquakes, storms, floods, explosions, strikes, labor disputes, riots, insurrections, breakage or accident to machines or lines or pipe or mains, acts of any governmental agency or authority restricting or curtailing actions required under the Lease or withholding or revoking necessary consents, approvals, permits or licenses, equipment failures, inability to procure and obtain needed building materials (provided such party who is unable to do so makes reasonable efforts to procure satisfactory substitute materials if practical) or delays of inclement, weather provided that such party will pursue with reasonable diligence the avoidance or removal of such delay. The inability or refusal of a party to settle any labor dispute will not qualify or limit the effect of Unavoidable Delay. The inability of a party to secure funds required to perform its agreements hereunder will not constitute Unavoidable Delay.
- ii) NMSU acknowledges that it is common practice in the construction industry to make minor changes during the course of construction and agrees that County may make changes to plans and specifications if the changes, either separately or together, will not cause the Buildings or Improvements to deviate substantially or in any material respect from the Site Plan. Any change or changes to the Plans causing a substantial or material deviation from the Site Plan will constitute a breach of County's obligations hereunder unless County has secured the prior written approval of NMSU to such changes. On completion of any structure or other improvements upon the Land, County must supply NMSU with an electronic copy of the complete set of "as built" drawings.
- iii) Throughout the term of this Lease, County must maintain and keep current accurate "as-built" drawings (which may include hand-drawn modifications to existing drawings). Within 45 (forty-five) days of completion of the Project, County will provide NMSU an electronic copy of the complete, final "as-built" drawings for the Project.

- e) Termination if Construction Not Completed. If County has not completed the construction of Building and Improvements on the Land in accordance with the

Plans within twenty-four (24) months following commencement of construction on the Buildings and Improvements, unless such failure is caused by Unavoidable Delay, this Lease will at the option of NMSU, upon ten (10) days' written notice, terminate.

i) The twenty-four (24) month period will be extended for any periods of Unavoidable Delay, and NMSU will consider, in good faith, one (1) requested extension of a maximum of six (6) months to the twenty-four (24) month period for reasons other than Unavoidable Delay. If a six-month extension is granted, the rent provided for herein will commence on the earlier of completion of construction or the end of the above 6-month extension, provided that the Lease has not been terminated for failure to complete construction within said thirty (30) month period if a six (6) month extension is granted as provided above.

f) Certificate of Occupancy. Upon completion of the building, County must furnish to NMSU a copy of certificate of occupancy issued by the appropriate governmental authority.

4) TERM; RENEWALS; EXPANSION.

a) Initial Term. This Lease will have an initial term of forty-five (45) years, commencing on the date of the final signature below (Effective Date).

b) Renewals. At the expiration of the initial term of this Lease or any extension thereof, if this Lease is then in full force and effect and if County has complied with all of this Lease's material terms and conditions, County will have the option to renew this Lease for up to two (2) additional terms of ten (10) years each. County may exercise its options by giving written notice thereof to NMSU at least twelve (12) months prior to the expiration of the initial term or subsequent renewal terms of this Lease. The renewal terms of this Lease will be upon the same terms and conditions as provided for in the initial term of this Lease, except rents specifically provided otherwise herein.

c) Termination. NMSU may terminate, with 30 days advance written notice to County, this Lease if County fails to commence construction within thirty-six months of Effective Date.

5) PORTABLE BUILDINGS AND OTHER TEMPORARY STRUCTURES

Prior to placing any portable building or temporary structures on the Land, County must receive written authorization from NMSU. For the elimination of doubt, NMSU will not authorize the long-term use, as determined by NMSU at its sole discretion, of portable buildings or temporary structures on the Land.

6) RENT AND OTHER CONSIDERATION

(a) Base Land Rent. The annual land rent will be \$1.00 per year throughout the Term as long as County is in compliance with all memoranda of understanding with NMSU and the New Mexico Department of Agriculture related to this Lease (the MOUs). The MOUs are attached hereto as Exhibits C & D.

(b) Increased Rent for Breach of MOU. If the County is in breach of any of the MOUs for more than thirty (30) days after receiving written notice of the breach from NMSU, Base Land Rent will increase to 8%, per annum, of the appraised value of the Land. The appraised value of the Land will be determined by an appraisal conducted by a New Mexico General Certified Licensed Appraiser selected by NMSU at its sole discretion. The cost of the appraisal will be born solely by the County.

7) WAIVER OF LANDLORD'S LIEN. NMSU hereby waives any lien on County's personal property, including without limitation any furniture, furnishings or equipment on the Land, whether granted by statute or otherwise.

8) ASSIGNMENT. County may not assign its interest in this Lease without the prior written consent of NMSU, which consent and approval will not be unreasonably withheld, conditioned or delayed as described below; provided, however, County will have the right (i) to assign its interest in this Lease without the consent of NMSU or the approval of NMSU to any affiliate of County and (ii) to mortgage or collaterally assign its leasehold interest and its interest in the Buildings and Improvements, subject to the use restrictions of Section 2 of this Lease. For the purposes of this Section, "affiliate" means any entity controlled by, controlling or under common control of County. The factors to be considered by NMSU in granting or withholding consent and approval to the proposed Assignment are limited to: (i) the assignee's financial condition; and (ii) a determination of whether the assignee's proposed use is consistent with the restrictions of Section 3 of this Lease. County will bear the burden and expense of establishing that the proposed assignee satisfies the foregoing criteria.

9) TITLE TO BUILDING AND IMPROVEMENTS. Prior to the end of the term or renewal term or any earlier termination of this Lease as provided herein, title to the Building and Improvements and any other structures, improvements and installations which may be placed upon the Premises during the term of this Lease will be vested in County. Any portable or removable buildings will not be considered attached to the realty and may be removed by County at any time. One hundred eighty (180) days prior to the termination or expiration of this Lease, NMSU will have the option of requiring County, at County's sole expense to remove any or all of County's improvements to the Land or require that any or all of County's improvements must remain in place. County will have

up to one hundred eighty (180) days after the expiration of the Lease term in which to remove improvements as requested. After expiration of the Lease term, County will have the right to occupy the Land for the sole purpose of removal of the improvements, and such occupancy will not be considered holding over nor will rent be due for such period of removal of improvements. If NMSU requires County to remove County's improvements, County must do so in a timely manner and restore the Land to its 2023 predevelopment condition. In the event NMSU elects to require County's improvements to remain in place, the Building and Improvements and any other structures, improvements and installations which may be placed upon the Land, will be deemed to be a part of the Land and a copy of all construction plans and specifications and all related documents and instruments, including all "as-built" plans must be delivered to NMSU, and title to the Building and Improvements will be vested with the NMSU. NMSU, provided, however, that County will have the right to remove all of County's personal property, furniture, fixtures, trade fixtures, equipment, telephone and security equipment, computers and signs not permanently attached to any Building and Improvements to the Land so long as such removal occurs prior to termination and County promptly repairs all damage caused by such removal.

10) MECHANIC'S AND MATERIALMEN'S LIENS. County must not create or suffer to be created any liens against the Land or Building and Improvements by reason of any architects', engineers', mechanics', artisans', laborers', contractors', subcontractors' or materialmen's claim or claims or any other lien or liens of any kind or nature which could or may be filed or created voluntarily or involuntarily against the Land or Building and Improvements by reason of action or inaction on the part of County or any person acting under County. However, County may in good faith and at County's own expense, contest the validity of any such asserted lien, claim, or demand, provided that County has furnished the bond required in Section 48-2-9, NMSA (1978) or any comparable statute hereafter enacted for providing a bond freeing the Land or Building and Improvements from the effect of such a lien. If County does not cause to be obtained the Bond described in Section 48-2-9, NMSA (1978) or make other arrangements that remove the lien from the Premises (e.g. posting a cash bonds or making an escrow arrangement with the lienholder) within 90 days of service of a complaint to collect on a mechanics or materialman's lien or to foreclose said lien against the above-described premises, then in such event same will be an instance of default upon which notice of default can be given as provided for hereinafter and if the default is not cured within the time provided for hereinafter NMSU may exercise its rights in the event of default provided for hereinafter. Said notice of default will be a ten-day notice of default as provided for in Section 15(a).

11) MAINTENANCE OF BUILDINGS.

- a) Maintenance. County must at all times during the term of this Lease, maintain and keep the Building and Improvements in sound repair in all respects and in accordance with standards generally applied to a real estate

development of similar character and location, which must include maintaining in good condition the following:

- i) Structure. The structural parts of the Building and Improvements, including the roof or roofs;
- ii) Utilities. The electrical, plumbing, and sewage systems;
- iii) Frames and Gutters. The window frames, gutters and downspouts;
- iv) HVAC. The heating, ventilating, and air-conditioning systems.
- v) Landscaping. The landscaping surrounding the Building and Improvements, including on-site ponding areas (provided that County may change the type of plantings from time to time as deemed appropriate by NMSU);
- vi) Parking Area. The parking area, including resurfacing, restriping, and cleaning as necessary; and
- vii) Surfaces. The interior and exterior surfaces, including repainting and cleaning as necessary.

Any of the foregoing notwithstanding, County will have no obligation to replace (rather than repair) any of the foregoing within the last two (2) years of the lease term so long as it is in good working condition.

b) NMSU's Performance of County's Obligations. NMSU, its agents and employees, will have the right to enter and inspect the Premises at reasonable times to determine whether or not the obligations of County under this Section are being faithfully performed.

- i) Right to perform. NMSU may, but is not obligated to, perform any obligation of County, or of County's successors and assigns, under this Section upon first delivering written notice of the failed obligation to County, and thereafter the failure of County or its successors or assigns to perform such obligation within thirty (30) days of receipt of such written notice. NMSU's election to perform such obligation will not constitute a waiver of any right or remedy for County's default.
- c) Repairs. NMSU's approval is not required for County's minor repairs, alterations, or additions to the Building and Improvements. For purposes

hereof, "**Minor Repair**" means a Construction Cost (as defined below) not exceeding one hundred thousand dollars (\$100,000) for repair, alteration or addition, provided a repair which materially affects the appearance of the building or improvements will not be a minor repair and provided further that the total number of repairs alterations or additions during the current year will not be minor repairs if the total repairs, alterations or additions exceed three hundred thousand dollars (\$300,000) in any calendar year. In addition, any repair, alteration or addition which, when added to the cost of all other minor repairs undertaken in the then current Lease Year, exceeds three hundred thousand dollars (\$300,000) will be deemed a major repair. "**Construction cost**" includes the costs of repair, alteration or addition, including but not limited to cost for labor, materials, and reasonable profit to general contractors and subcontractors for any demolition and any removal of existing improvements or parts of improvements as well as for preparation, construction, and completion of all new improvements or parts of improvements. "**Major**" repairs, alterations, or additions are those not defined as minor above. If County proposes to make major repairs, alterations, or additions, County must comply with all conditions of construction described in Section 3 hereof. Repairs or replacements to external HVAC equipment or backup generators will be excluded from the requirements of this Section. The dollar amounts contained in this Section 11(c) will increase, on each ten-year anniversary of the Effective Date, by multiplying the then current amounts by 1.3.

d) Inspection. An independent party acceptable to both County and NMSU will perform an inspection for building integrity every five years, beginning after thirty (30) years from the effective date of this agreement.

12) USE OF LAND. BUILDING AND IMPROVEMENTS. The Premises must, during the term of this Lease, be used only and exclusively for the purposes set forth in Section 2 hereof. County must not use, occupy or knowingly permit any person to use in any manner whatsoever the Premises or any part thereof for any purpose that is in violation of any present or future municipal, state, and federal ordinances, laws and regulations; or that would make void or voidable any insurance then in force with respect thereto; or that would make it impossible to obtain fire or other insurance required to be furnished hereunder; or that would be likely to cause structural damage to the Premises or any portion thereof; or that would constitute a public or private nuisance. This Section will not be deemed to require County to make building modifications due to subsequent changes in building codes except as required by law.

13) INSURANCE.

a) NMSU Requirements. NMSU agrees to maintain coverage under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage which is attached and incorporated by reference to this Agreement as Exhibit E. The Certificate of Coverage will be applied giving full effect to the intent of

the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

b) County Requirements. County agrees to maintain coverage under the New Mexico County Insurance Authority as reflected in the Certificate of Participation which is attached and incorporated by reference to this Agreement as Exhibit F. The Certificate of Participation will be applied giving full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

c) NMSU's Right To Insure. If County fails or refuses to procure or maintain insurance as required by this Lease or refuses to furnish NMSU with the required proof that the insurance has been procured and is in full force and effect and paid for, NMSU will have the right, at NMSU's election and following ten (10) business days' written notice to County, to procure and maintain such insurance. Amounts paid by NMSU for such insurance will be immediately due and payable from County to NMSU, with interest at the New Mexico judgment rate or 6%, whichever rate of interest is greater.

d) Blanket or Occupant Coverage. Any policy required to be maintained hereunder by County may be maintained under a so called blanket policy or policies insuring other parties and other locations, or by the policy of County, so long as the amount of insurance required to be provided hereunder is not thereby diminished and so long as any such policy specifies the amount of coverage allocated to the Premises and NMSU is furnished with a certificate of insurance so specifying, and so long as such policies otherwise comply with all requirements of this Section.

e) Proceeds of Insurance. If, prior to expirations or termination of this Lease, any of the Buildings or Improvements are damaged or destroyed from a risk covered by insurance, then the proceeds will be paid to County for use in reconstruction or repair.

f) Worker's Compensation Insurance. Throughout the term, at County's expense, County must maintain worker's compensation coverage and employer's liability insurance as may be required by applicable law.

14) DESTRUCTION OF ANY PART OF LAND, BUILDING AND IMPROVEMENTS.

a) County's Restoration. During the term of this Lease, if the Premises are partially destroyed from a risk covered by the insurance described in Section 13 rendering the Premises totally or partially inaccessible or unusable, County will reasonably promptly commence and diligently pursue restoration of the Premises to substantially the same condition as

they were in immediately before the destruction, regardless of whether the insurance proceeds are available or sufficient to cover the actual cost of restoration. Such destruction will not terminate this Lease. Restoration must be made in accordance with Section 3 in the case of major reconstruction or repairs, and in accordance with Section 11(c) in the case of minor repairs. The County will have no obligation to rebuild the Premises if the loss is within the last year of the initial term or any renewal term of this Lease, and if County elects not to rebuild in such case, then insurance proceeds for losses to the Building must first be applied to the demolition and restoration of the Land to its 2023 predevelopment condition.

(b) Notwithstanding the foregoing, if the Building is totally destroyed or substantially damaged by fire or casualty, County may cancel this Lease by written notice to NMSU within 90 days after such substantial damage or destruction, and the rents and other charges payable by County hereunder will be apportioned to the termination date. In such event, all sums received by County on account of insurance covering the Building must first be applied to the demolition and restoration of the Land to its 2023 predevelopment condition. The Building will be deemed to have been substantially damaged if the reasonably estimated cost of repair is 20% or more of the value of the structure before the loss occurred.

(c) If, in the opinion of both NMSU and County, the loss is so great as to render reconstruction economically unreasonable, then this Lease will be terminated with the proceeds of insurance being first applied to the removal and restoration of the Land to its 2023 predevelopment condition. Nothing contained herein, however, will be interpreted to relieve County from any liability for any expenses or costs in excess of any insurance proceeds.

15) COUNTY'S DEFAULT. The occurrence of any of the following will constitute a default by County:

- (a) Failure to Pay Mechanics and Materialman's Lien. Failure to pay mechanics lien and materialman's lien as provided for in Section 10 above will constitute an instance of default if not paid within ten days after written notice by NMSU to pay same.
- (b) Bankruptcy or Insolvency. The taking by execution or other process of law or the appointment of a receiver or trustee to take possession of the Building and Improvements, or of County's Leasehold interest, for any reason, including but not limited to an assignment for the benefit of creditors, or the filing by or against County of a bankruptcy proceeding, including but not limited to a petition to extend time for payment, adjustment, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders and adjudications

are dismissed, vacated, or otherwise permanently stayed or terminated within one hundred twenty (120) days after the assignment, appointment, filing, or other initial event. The foregoing notwithstanding, NMSU will not terminate this Lease upon any such default if County is not otherwise in default of the terms and conditions of this Lease, including, without limitation, the obligation to pay rent and other sums due hereunder.

- (c) Breach of Lease. Breach of any material covenant, condition, duty, obligation, representation, or warranty provided in this Lease (other than the obligation to pay rent) if not cured within thirty (30) days of written notice by NMSU to County, unless the same cannot reasonably be cured within such period in which event County will be in default if it does not commence such cure within such thirty (30) day period and thereafter pursue the same with reasonable diligence and complete the cure within ninety (90) days.

Notice given under this Section must specify the default and the applicable Lease provisions and must demand that County perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable time. No such notice will be deemed a forfeiture or termination of this Lease unless NMSU so elects in the notice.

16) NMSU'S REMEDIES UPON COUNTY'S DEFAULT. If County is in default hereunder, NMSU will have the following remedies in addition to all other rights and remedies provided by law and equity. These remedies are cumulative, not exclusive.

- a) Reletting Premises. NMSU may terminate this Lease and re-let the Premises which Premises must be surrendered voluntarily by County. In the event County fails to surrender said premises, NMSU may institute an action for forcible entry and detainer or pursue any other lawful action to secure recovery of the premises in its sole discretion.

- b) Termination of Possession. In the event of termination, NMSU will recover from County only the following:

- i) All of County's right, title and interest in and to the Building and Improvements.

- ii) All attorneys' fees and court costs incurred by NMSU as a result of County's default.

17) NMSU's DEFAULT AND COUNTY'S REMEDIES. Failure of NMSU to perform any of its obligations hereunder will be a default by NMSU thirty (30) days after written notice from County of such failure without cure by NMSU. Upon default, County will have the right

to enforce NMSU's obligations by specific performance or obtain injunctive relief related to the default. Additionally, County will have the right, but not the obligation, to perform the obligation of NMSU. In any such enforcement action, County may recover from NMSU all attorneys' fees and court costs incurred by County as a result of NMSU's default.

18) LAND. BUILDING AND IMPROVEMENTS TO BE KEPT IN GOOD AND SAFE CONDITION. County covenants that it will, at its own cost and expense, except as otherwise provided herein, and at all times keep the Building and Improvements on the Land and all appurtenances thereto, including all sidewalks, parking areas, private roadways, walkways on-site ponding areas and common areas located upon or in the Land, Building and Improvements, reasonably free and clear, and to conform to all municipal ordinances and laws affecting the Land, Building and Improvements. This Section will not be deemed to require County to make building modifications due to subsequent changes in building codes except as required by law.

19) CONDEMNATION.

a) If the entire Land or any portion thereof which is sufficient to render the remaining portion thereof unsuitable for the use being made thereof at the time of such condemnation, will in fact be taken in or by condemnation or other proceedings pursuant to law, or sold in avoidance of such condemnation or other proceedings (each of which is hereinafter in this section referred to as a "taking"), then County may give notice to NMSU of its intention to terminate this Lease on any date after such taking, but no more than ninety (90) days thereafter, and this Lease will thereupon terminate as of such date.

In the event of a taking as aforesaid, and the termination of this Lease as a result of such taking, the award, settlement or payment resulting from such taking (including any award, settlement or payment as compensation by way of severance damage suffered by such portion of the Land as may not be taken), will be distributed to NMSU, except that County will have the right to recover amounts for any personal property condemned.

(b) If a lesser portion of the Land is taken, or if the use or occupancy of the Land or any part thereof is temporarily requisitioned by any governmental authority, civil or military, this Lease will nonetheless continue in full force and effect, and County must promptly either repair any damage caused by any such taking or by requisition to the improvements on the Land, including such repairs to such improvements as may be necessitated by the partial taking thereof or clear the Land of the remainder of any damaged improvements. In the event of such temporary requisition there will be no abatement of any rent payable hereunder, and County will receive the entire award or payment resulting from such temporary requisition. In the event of such lesser taking (other than a temporary taking) by condemnation or otherwise, not resulting in a termination of this Lease, the award, settlement or payment for such taking will, subject to the rights of County under approved Leases to share in any such award, be

distributed to NMSU. NMSU will exercise its best efforts during any condemnation proceedings for a lesser portion of the Land to minimize any impairment of use of the remaining Land.

20) HAZARDOUS SUBSTANCES.

- a) Landlord represents that to its knowledge there are no hazardous materials or substances designated as such pursuant to State or Federal law located on the Premises.
- b) County will not cause or permit any hazardous material or substances designated as such pursuant to State and Federal law to be used, stored, release, handled, produced or installed in, on, or about the Premises unless same are used, stored, released, handled, produced, or installed in a manner that complies with all environmental laws and regulations, both State and Federal. Upon termination of the Lease, County agrees to remove all tanks, above ground and underground, that may have contained any hazardous waste and remediate any spills in accordance with Federal and State laws and NMSU policies and rules.
- c) County will comply with all Emergency Planning and Community Right to Know Act reporting requirements for hazardous substances. County will provide annual reports to NMSU Environmental Health Safety and Risk Management of chemicals on hand, along with copies of applicable Material Safety Data Sheets, and work with NMSU Fire Department and any Local Emergency Planning committees on appropriate response planning.

21) DRAINAGE. County acknowledges and agrees that it is County's obligation to see that all surface water which may be collected or deposited on or must traverse the Land, Building and Improvements must be properly drained in accordance with all applicable laws, regulations and codes of governmental authorities having jurisdiction thereof and in accordance with NMSU's Storm Water Management Plan, attached hereto as Exhibit "G".

22) LIABILITY. By entering into this Lease, neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Lease. Any liability incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This Section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The NMSU, the County and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense or any limitation of liability pursuant to law. No provision in this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

23) USE OF NAMES AND RELATIONSHIP: Nothing contained herein will give County the right to the use of the name of NMSU or make any statement which could be construed as an affiliation therewith, unless specifically prescribed in other agreements between the parties. The relationship created by this Lease is one of lessor (NMSU) and lessee (County).

24) NEGATION OF PARTNERSHIP. NMSU will not become or be deemed a partner or a joint venture with County by reason of any of the provisions of this Lease, and the parties expressly negate any such intention.

25) GOVERNING LAW. This Lease and all amendments thereto will be governed by the laws of the State of New Mexico.

26) LEASE EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, except for those contained in the MOUs (Exhibits C & D), which are attached and incorporated herein, and that all such covenants, agreements and understandings have been merged into this Lease. No prior agreement or understanding, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Lease.

27) AMENDMENTS; SECTION HEADINGS; TERMS.

a) The parties hereto agree that this Lease will not be altered, changed or amended except by instrument in writing executed by the parties hereto or their successors in interest.

Section titles or captions contained in this Lease are inserted as a matter of convenience only and in no way define, limit, extend or describe the scope of this Lease or the intent of any provisions hereof.

Wherever the singular number is used in this Lease and when required by the context, the same will include the plural; and the masculine gender will include the feminine and neuter genders, and the word "**Person**" includes corporations, firms, partnerships or other forms of associations.

b) As used herein, the following definitions will apply:

- i) "**Business Day**" - any day other than a Saturday, Sunday, or County or NMSU observed holiday (See [Holidays Observed | New Mexico State University - BE BOLD. Shape the Future® \(nmsu.edu\)](https://www.nmsu.edu/holidays)).
- ii) "**Building and Improvements**" - the building and improvements to be constructed for the operation of the Doña Ana County Emergency Operation Center on the Land by County.

- iii) **"Premises"** - the Land and the Building and Improvements to be constructed thereon.
- iv) **"Project"** - the development of the Premises
- v) **"Rental Commencement Date"**- will mean July 1 following the effective date of this Lease.
- vi) **"Site Plan"**-A drawing or drawings contained with The Plans that defines the placement of the Buildings and Improvements on the leased land.
- vii) **"Lease Year"**-The 12-month period beginning initially with the Rental Commencement Date and ending on the date that is 12-months' later, then each successive 12-month period.
- viii) **"Plans"** - The plans, including Site Plans, and specifications for the Building and Improvements.

28) **DOCUMENT DISCLOSURE.** All documents, including but not limited to Plans, Site Plans and As Builts, that the County must provide to NMSU under this Lease must be in a form acceptable to the County for disclosure under the New Mexico Inspection of Public Records Act. For the elimination of any doubt, NMSU will not redact any documents provided to NMSU under this Lease by the County prior to disclosure under the New Mexico Inspection of Public Records Act or other law or court order. Upon approval of plans and other records required to be provided under this Lease, and upon completion and approval of construction of the Project, NMSU shall promptly return or transfer to the County any records in NMSU's custody or control that the County considers to contain sensitive or confidential information.

29) **"ESTOPPEL" LETTER OR STATEMENT: AGREEMENT FOR NON-DISTURBANCE.** Upon written notice of County to NMSU (no more frequent than once per calendar year), NMSU will advise County in writing, or any person designated by County in such notice, as to whether County has, to the date of such statement, performed all of the obligations imposed upon it by this Lease, whether this Lease is in good standing; whether rent has been paid more than one month in advance, whether there is any outstanding default known at that time by NMSU thereunder, and any other reasonable information requested by County.

30) **WAIVER OF BREACH.** The parties hereto agree that no waiver, expressed or implied, of a breach of any covenant or covenants of this Lease, or failure to invoke or enforce such covenant or covenants, will be construed to be a waiver of, consent to, or estoppel as to any succeeding or continuing breach of the same or of any other covenant, unless such waiver is clear on its face that it so extends to future occurrences.

31) **MEMORANDUM OF LEASE FOR RECORD.** The parties hereto agree that in lieu of the recording of this entire instrument, the parties will execute a short memorandum, a form of which is attached hereto as **Exhibit H**, describing the Land, Building and Improvements and reciting the term of this Lease with a general reference to the provisions of this

instrument, which memorandum must be executed and acknowledged, and must be recorded by County, or, at its election, by NMSU in the office of the County Clerk of Doña Ana County, New Mexico; provided, however, that either party may, in the event such party deems it advisable, at any time record this entire Lease.

32) RIGHTS AND REMEDIES CUMULATIVE. Notwithstanding the rights and remedies herein specified and enumerated inuring to NMSU or County, said rights and remedies will not exclude nor preclude any other rights and remedies allowed NMSU or County by the laws of the State of New Mexico at the time when any such right or remedy will be asserted or invoked. All rights and remedies, which could at any time or in any way be legally invoked or enforced by NMSU or County, whether herein enumerated or not, will be deemed to be cumulative.

33) NOTICES. All notices, consents, approvals and other communications that may be or are required to be given by either party under this Lease will be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), designated for next business day delivery with all postage and delivery charges paid by the sender and addressed to the recipient at the address set forth below, or at such other address as each may subsequently designate in writing. Such notices delivered by hand, by telecopy (subject to the provisions hereof), or overnight delivery service will be deemed received upon the earlier of actual receipt or the next general business day. Such notices sent by certified mail will be deemed received five (5) days after the date of mailing.

Any notice or communication with reference to this Lease addressed to the NMSU must be addressed to:

New Mexico State University
University Director of Real Estate
MSC 30RE
P.O. Box 30001
Las Cruces, New Mexico 88003-8001

With copies to:

New Mexico State University
General Counsel
MSC 3UGC
P.O. Box 30001
Las Cruces, New Mexico 88003-8001

Any notice or communication with reference to this Lease addressed to County must be addressed to:

Doña Ana County Manager
845 N. Motel Blvd.
Las Cruces, New Mexico 88007

If either party at any time changes its name, or if there is an assignment or other disposition of Lease rights by either party, in whole or in part, or if either party changes the place of address to which such notice of communication must be sent, written notice of such change must be given to the other party, as hereinabove provided. Thereafter, all notices and communications must be addressed as stipulated in the notification of such change.

34) QUIET ENJOYMENT. So long as County pays its rent due under this Lease and observes all other provisions of this Lease, NMSU will not interfere with the peaceful and quiet enjoyment of the Premises by County.

35) ATTORNEY'S FEES. If either party incurs any attorneys' fees and costs in connection with the enforcement of this Lease, each party hereunder agrees to reimburse the other party within thirty days of notification of incurring said attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year of last signature below.

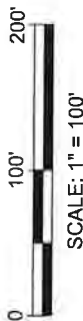
[Remainder of this page is blank - signature pages follow.]

Exhibit List

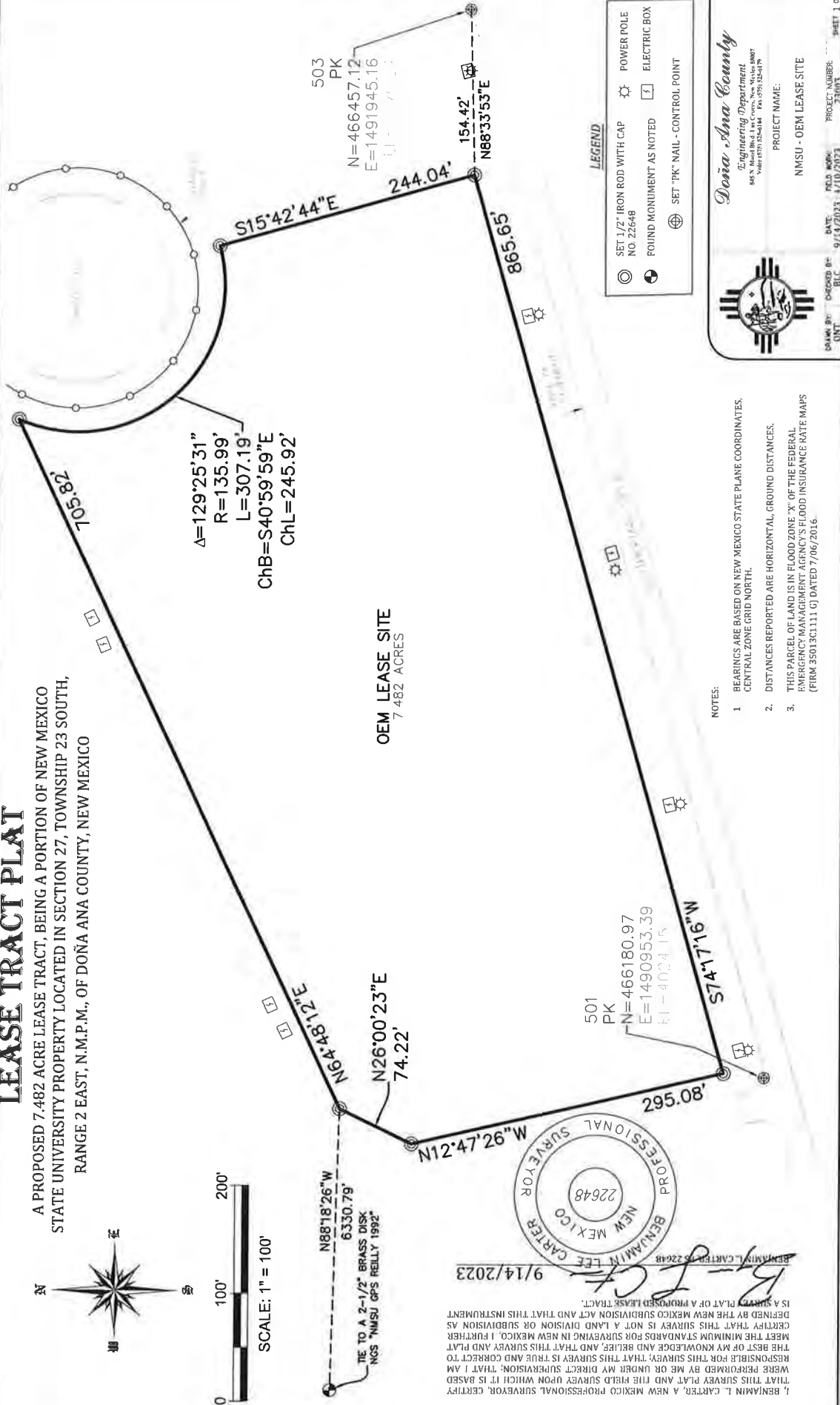
Exhibit A – Plat
Exhibit B – Site Plan
Exhibit C – NMSU MOU
Exhibit D – NMDA MOU
Exhibit E – NMSU Certificate of Coverage
Exhibit F – County Certificate of Participation
Exhibit G – NMSU's Storm Water Management Plan
Exhibit H – Memorandum of Lease

LEASE TRACT PLAT

A PROPOSED 7.482 ACRE LEASE TRACT, BEING A PORTION OF NEW MEXICO STATE UNIVERSITY PROPERTY LOCATED IN SECTION 27, TOWNSHIP 23 SOUTH, RANGE 2 EAST, N.M.P.M., OF DOÑA ANA COUNTY, NEW MEXICO



SCALE: 1" = 100'



OEM LEASE SITE
7.482 ACRES

LEGEND

- SET 1/2" IRON ROD WITH CAP NO 22648
- FOUND MONUMENT AS NOTED
- SET "PK" NAIL - CONTROL POINT
- POWER POLE
- ELECTRIC BOX

- NOTES:**
1. BEARINGS ARE BASED ON NEW MEXICO STATE PLANE COORDINATES, CENTRAL ZONE GRID NORTH.
 2. DISTANCES REPORTED ARE HORIZONTAL, GROUND DISTANCES.
 3. THIS PARCEL OF LAND IS IN FLOOD ZONE "X" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS (FIRM 35013C1111 G) DATED 7/06/2016.

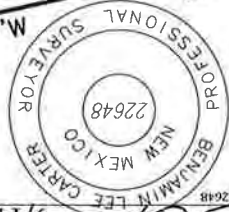
Donna Ana County
Engineering Department
845 North Main Street, Suite 200
Doña Ana County, NM 88001
Phone: (505) 252-5414 Fax: (505) 252-5419

PROJECT NAME:
NMSU - OEM LEASE SITE

DATE: 9/14/2023
FIELD NO.: 22648
PROJECT NUMBER: 22603

DRAWN BY: UNLT
CHECKED BY: BLC

SHEET 1 OF 1



I, BENJAMIN L. CARTER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT THIS SURVEY PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A SURVEY PLAT OF A PROPOSED LEASE TRACT.

9/14/2023



Doña Ana County

Engineering & Roads Department

845 N. Motel Boulevard • Las Cruces, NM 88007 • (575) 525-6164 • Fax (575) 525-6179

September 14, 2023

DESCRIPTION OF A 7.482 ACRE LEASE TRACT

A tract of land situate within New Mexico State University property, Doña Ana County, New Mexico, within Section 27, T.23S., R.2E., N.M.P.M. and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap (No. 22648) set for the northwest corner of this tract; WHENCE at a 2-1/2" Brass Disk found for NGS control point "NMSU GPS REILLY 1992" bears, N.88°18'79"W., 6330.79 feet.

THENCE from the point of beginning, N.64°48'12"E., 705.82 feet to a 1/2" iron rod with cap (No. 22648) set along a curve and the northeast corner of this tract;

THENCE along a curve to the left, having a radius of 135.99 feet, having an arc length of 307.19 feet, a central angle of 129°25'31", and whose chord bears S.40°59'59"E., 245.92 feet to a 1/2" iron rod with cap (No. 22648) set for a corner of this tract;

THENCE S.15°42'44"E., 244.04 feet to a 1/2" iron rod with cap (No. 22648) set along the north line of Geothermal Drive for the southeast corner of this tract;

THENCE along the north line of said Geothermal Drive, S.74°17'16"W., 865.65 feet to a 1/2" iron rod with cap (No. 22648) set for the southwest corner of this tract;

THENCE leaving Geothermal Drive, N.12°47'26"W., 295.08 feet to a 1/2" iron rod with cap (No. 22648) set for a corner of this tract;

THENCE N.26°00'23"E., 74.22 feet to the point of beginning, containing 7.482 acres of land more or less.

SUBJECT TO any easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS #22648.



Benjamin L. Carter, PS 22648

9/14/2023
Date



**Memorandum of Understanding
Between
New Mexico State University
And
Doña Ana County**

Whereas, New Mexico State University (hereafter, “NMSU”) has entered into a land lease with Doña Ana County (hereafter, “County”) for the purposes of constructing and operating an Emergency Operations Center (hereafter, “EOC”) facility, to include offices for the Doña Ana County Office of Emergency Management (hereafter, “OEM”);

Whereas, NMSU operates the New Mexico State University Police Department (hereafter, “NMSUPD”);

Whereas, NMSU operates the Cooperative Extension Service (hereafter, “CES”);

Whereas, NMSU operates a department of Information and Communication Technologies (hereafter, “ICT”);

Whereas, NMSU might have need for use of the Emergency Operations Center to support both planned events and unplanned incident or disaster response affecting the University;

Whereas, OEM maintains the Emergency Operations Center for the County and participating municipal jurisdictions; and

Whereas, OEM maintains a cache of disaster equipment and supplies that might benefit NMSU during events, incidents, and disasters;

NOW THEREFORE, NMSU and the County hereby agree to the following:

1. NMSUPD, CES, and ICT may check out disaster equipment from OEM on an “as available” basis, subject to any other incidents or disaster responses where the equipment might already be committed;
2. NMSUPD, CES, and ICT may use the classroom in the EOC facility on an “as available” basis for the purpose of conducting classes on incident command, emergency response, public safety, and other training programs that align with the mission and goals of OEM;
3. NMSUPD will have 24-hour access to the EOC and support spaces for public safety command and coordination of special events, critical incident management, and disaster response;
4. NMSUPD may use OEM managed radio talk groups for special events and emergency incidents;

5. NMSUPD may use the backup emergency dispatch center facility in the EOC facility in coordination with the Mesilla Valley Regional Dispatch Authority;
6. ICT may use the server room in the EOC facility for up to four (4) equipment racks to contain computer servers, internet connectivity, and data storage systems;
7. ICT may install wireless access points for use by NMSU personnel that are attending training in the EOC facility or using the EOC;
8. ICT will have 24-hour access to the server room to perform any needed maintenance and repairs on NMSU data or equipment;
9. All NMSU entities shall use reasonable care with any OEM facilities and equipment used, promptly report any issues, and pay for any fuel used or repair costs arising from use by NMSU entities beyond normal scheduled maintenance;
10. All NMSU entities using the EOC facility shall leave the premises in a reasonably clean condition after each use;
11. All NMSU entities using the EOC facility shall restrict access to the premises to authorized personnel only;
12. The County shall pay all normal building utility expenses, including electrical power and water, including costs incurred from any use by the above-identified NMSU entities;
13. OEM shall consider NMSU to be a financial contributor to the OEM operations to the same extent as other governmental entities who make monetary contributions;
14. OEM shall assist in the coordinated development and maintenance of an All-Hazards Emergency Operations Plan that specifically includes NMSU and the needs of the university community;
15. OEM shall assist in the operation of the EOC when NMSU has any major incidents or disasters; and
16. OEM shall allocate up to 240 cubic feet of space in the warehouse for stocking and storing disaster cache supplies and equipment for NMSU.
17. This Memorandum of Understanding is intended to serve as a framework for cooperation and does not impose any additional contractual obligations or responsibilities on either of the parties hereto by the terms herein or in association with or in reference to the above-mentioned lease.
18. Each party shall be responsible for the actions and liabilities of its own personnel.
19. This Memorandum may be amended upon written agreement of the parties as evidenced by signatures of authorized representatives of NMSU and the County.

20. Either party may withdraw from this MOU by submitting in writing a letter of intent to do so, with at least 30 days' notice, to the other party's designated point of contact:

New Mexico State University
President
2850 Weddell Dr.
Las Cruces, NM 88003

Doña Ana County
County Manager
845 N. Motel Blvd.
Las Cruces, NM 88007

Entered into this _____ day of _____, 2023.

APPROVED:

New Mexico State University:

Dr. Jay Gogue
Interim President

Doña Ana County:

Fernando R. Macias
County Manager

**Memorandum of Understanding
Between
New Mexico State University
And
Doña Ana County
And
New Mexico Department of Agriculture**

Whereas, the New Mexico Constitution creates the Department of Agriculture (hereafter, “NMDA”) and places it under the control of the Board of Regents of New Mexico State University (hereafter, “NMSU”);

Whereas, NMSU has entered into a land lease with Doña Ana County (hereafter, “County”) for the purposes of constructing and operating an Emergency Operations Center (hereafter, “EOC”) facility, to include offices for the Doña Ana County Office of Emergency Management (hereafter, “OEM”);

Whereas, NMDA is responsible for managing agriculture disasters throughout the State, to include in Doña Ana County;

Whereas, agriculture is an important economic and cultural component of Doña Ana County;

Whereas, Doña Ana County established the OEM to coordinate and manage disaster preparedness, response coordination, and recovery in the County;

Whereas, OEM maintains an EOC for the County and participating municipal jurisdictions;

Whereas, NMDA might have need for use of the Emergency Operations Center to support both preparedness, response, and recovery efforts related to disasters that impact agriculture; and

Whereas, OEM maintains a cache of disaster equipment and supplies that might benefit NMDA during disasters;

NOW THEREFORE, NMDA and the County hereby agree to the following:

1. NMDA may check out disaster equipment from OEM on an “as available” basis, subject to any other incidents or disaster responses where the equipment might already be committed;
2. NMDA may use the classroom in the EOC facility on an “as available” basis for the purpose of conducting classes on incident command, emergency response, public safety, and other training programs that align with the mission and goals of OEM;

3. NMDA will have 24-hour access to the EOC and support spaces for command and coordination of incident management and disaster response;
4. NMDA may use the server room in the EOC facility for one (1) equipment rack to contain computer servers, internet connectivity, and data storage systems;
5. NMDA personnel shall use reasonable care with any OEM facilities and equipment used, promptly report any issues, and pay for any fuel used or repair costs arising from use by NMDA personnel beyond normal scheduled maintenance;
6. NMDA personnel using the EOC facility shall leave the premises in a reasonably clean condition after each use;
7. NMDA personnel using the EOC facility shall restrict access to the premises to authorized personnel only;
8. The County shall pay all normal building utility expenses, including electrical power and water, including costs incurred from any use by the above-identified NMSU entities;
9. OEM shall assist in the operation of the EOC when NMDA has any major incidents or disasters; and
10. OEM shall allocate up to 240 cubic feet of space in the warehouse for stocking and storing disaster cache supplies and equipment for NMDA.
11. This Memorandum of Understanding is intended to serve as a framework for cooperation and does not impose any additional contractual obligations or responsibilities on either of the parties hereto by the terms herein or in association with or in reference to the above-mentioned lease.
12. Each party shall be responsible for the actions and liabilities of its own personnel.
13. This Memorandum may be amended upon written agreement of the parties as evidenced by signatures of authorized representatives of NMDA and the County.
14. Either party may withdraw from this MOU by submitting in writing a letter of intent to do so, with at least 30 days' notice, to the other party's designated point of contact:

New Mexico Department of Agriculture
Director/Secretary of Agriculture
1050 Stewart St.
Las Cruces, NM 88003

Dofia Ana County
County Manager

845 N. Motel Blvd.
Las Cruces, NM 88007

Entered into this _____ day of _____, 2023.

APPROVED:

New Mexico Department of Agriculture:

Jeff Witte
Director/Secretary of Agriculture

Doña Ana County:

Fernando R. Macias
County Manager



NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY24

This Evidence of Coverage is used as information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

NAMED INSURED

**STATE OF NEW MEXICO
and
NEW MEXICO STATE UNIVERSITY (U5300)**

LOSS PAYEE: TO WHOM IT MAY CONCERN

**Coverage Period:
12:00 AM 07/01/2023 to 11:59 PM 06/30/2024**

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19 Statutory Limit NMSA § 41-4-28 (Foreign)
B) Workers Compensation	Statutory Limits NMSA § 52-1-1 et seq.
C) Property i. Real and Business Personal Property ii. Auto Physical Damage iii. Mobile Equipment/UAV/Watercraft	Replacement Cost Value (RCV) Actual Cash Value (ACV) Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Fine Arts	\$300,000,000
F) Boiler & Machinery	\$150,000,000

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder. The failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative: Markita Sanchez, Deputy Director, Risk Management Division, General Services Department

Date Issued: 7-1-2023



For questions, please contact the Property and Casualty Bureau at (505) 827-2566 or gsd.lpcb@gsd.nm.gov

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars (\$200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars (\$750,000).

NEW MEXICO COUNTY INSURANCE AUTHORITY

Multi-Line and Law Enforcement Programs

Certificate of Participation – ML Fund Year 35; LE Fund Year 29
January 1, 2023 to January 1, 2024

The New Mexico County Insurance Authority Self-Insurance Pool Board hereby certifies that **Dona Ana County** is a participating member of the NMCIA Self-Insurance Pool for the period listed above.

The coverage provided to **Dona Ana County** through membership in the Self-Insurance Pool extends to the state tort liability limits for general, automobile, employment practices, law enforcement and public officials liability claims on a "claims made" and reported basis. Additional coverage is provided for federal liability claims and liability claims filed in other jurisdictions.

NMCIA Self-Insurance Pool self-insured retention (SIR): \$2,000,000 – Multi-Line and Law Enforcement
New Mexico County Reinsurance, Inc.: \$2,000,000 excess \$2,000,000 – Law Enforcement
New Mexico County Reinsurance, Inc.: \$1,000,000 excess \$4,000,000 – Law Enforcement – Class A only
Berkley Insurance Company Reinsurance: \$3,000,000 excess \$2,000,000 – Multi-Line

Coverage is also provided for property, crime, cyber liability, directors and officers, equipment breakdown, limited environmental liability, and limited flood coverage.

New Mexico County Insurance Authority By:

Lance A. Pyle

January 1, 2023

LANCE PYLE, Chair
New Mexico County Insurance Authority
Board of Directors



Board of Regents Meeting
Meeting Date: September 29, 2023
Agenda Item Cover Page

Agenda Item #: C-6

- ☐ Action Item
☒ Consent Item
☐ Informational Item

Presented By: Matty Burns
Chief of Staff, NMSU Foundation

Agenda Item:

Philanthropic naming of room 114-A in the AMEF the **"Thomas D. Stromei Office"**

Requested Action of the Board of Regents:

Approval of naming Room 114-A in the Agricultural Modernization and Educational Facilities (AMEF) building the **"Thomas D. Stromei Office"**

Executive Summary:

The NMSU Foundation in partnership with the College of ACES is seeking approval to establish the **"Thomas D. Stromei Office"**. The naming of the office is in recognition of a gift of **\$25,000** to support the West Sheep Unit relocation, including but not limited to relocation costs, facility upgrades, and repairs.

References:

Please see: Thomas D. Strome Naming Memo and Thomas D. Stromei Naming Agreement.

Prior Approvals:

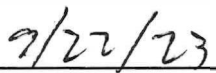
Approved by: College of ACES and the NMSU Foundation

Agenda Item Approved By:

[Faint, illegible text]



Matty Burns
Chief of Staff, NMSU Foundation



Date

MEMORANDUM

TO: NMSU Board of Regents
From: Matty Burns, Chief of Staff, NMSU Foundation
Date: September 22, 2023
Subject: Philanthropic Naming of the AMEF Manager Office

Matty Burns 9/22/23

The NMSU Foundation in partnership with the College of ACES is seeking approval to name Room 114-A in the new Agricultural Modernization and Educational Facilities (AMEF) building the "**Thomas D. Stromei Office**", as recognition for a gift pledge of **\$25,000** to support the West Sheep Unit relocation, including but not limited to relocation costs, facility upgrades, and repairs.

The conditions of this naming opportunity have been discussed and approved by the College of ACES and the NMSU Foundation and are outlined in the signed gift agreement with the donor, Foundation and the College of ACES. Thomas D. Stromei has already begun pledge payments, and the NMSU Foundation feels confident the full pledge amount will be paid.

If this naming is approved by the Board of Regents, the naming will be publicly announced at a formal dedication of the office. The College of ACES and the University Architects office will work on the details of name placement and design.