



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
REGULAR MEETING  
March 14, 2022 at 2:00pm**

Regents Room, Educational Services Center and  
livestreamed at <https://nmsu.zoom.us/j/91022545764>

**Regents of New Mexico State University**

Chair Ammu Devasthali, Vice Chair Dina Chacón-Reitzel, Secretary/Treasurer Arsenio Romero, Christopher T. Saucedo, Neal Bitsie

**Non-Voting Advisory Members** - ASNMSU President Mathew Madrid, Faculty Senate Chair Julia Parra, Employee Council Chair Joseph Almaguer

**University Officials** - Chancellor Dan E. Arvizu, Ph.D., Interim Provost Dorothy Campbell, Ph.D., Vice Chancellor Ruth A. Johnston, Ph.D., General Counsel Roy Collins III, J.D.

**AGENDA**

The Board of Regents meeting is available by webcast through the link at <https://nmsu.zoom.us/j/91022545764>

**A. Call to Order, Chairwoman Ammu Devasthali**

**Moment of Silence in Memory of Javier Gonzales, Chairwoman Ammu Devasthali**

**Pledge of Allegiance**

**1. Introductions**

**Introduction of Interim Provost Dorothy Campbell, Vice Chancellor Ruth Johnston**

**Introduction of Library Dean Kevin James Comerford, Interim Vice Provost Dorothy Campbell**

**2. Confirmation of Quorum and Roll Call, Chairwoman Ammu Devasthali**

**3. Approval of the Agenda, Chairwoman Ammu Devasthali**

**4. Public Comment, Associate Vice President Justin Bannister**

**B. Approval of the Minutes, Chairwoman Ammu Devasthali**

**1. Special Meeting February 7, 2022**

C. **Consent Items**, *Chairwoman Ammu Devasthali*

1. **NMSU Las Cruces: Departmental Storage Unit C Renovation**, *University Architect Heather Watenpaugh*
2. **2022 Annual Open Meetings Notice Resolution**, *University General Counsel Roy Collins*
3. **El Paso Electric Company Perpetual Easement for electrical service to Burrell College of Osteopathic Medicine and the Turf Grass Research Center**, *Special Assistant to the President Scott Eschenbrenner*
4. **Mora Purchase Agreement**, *Special Assistant to the President Scott Eschenbrenner*

D. **Action Items**, *Chairwoman Ammu Devasthali*

1. **Election of Officers**, *Chairwoman Ammu Devasthali*

E. **Announcements and Comments**, *Chair*

1. **Good News for NMSU!**

F. **Adjournment**, *Chair*



**Board of Regents Meeting**  
**Meeting Date: March 14, 2022**  
**Agenda Item Cover Page**

**Agenda Item #: B-1**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Arsenio Romero,  
Secretary/Treasurer  
NMSU Board of Regents

**Agenda Item:** Special Meeting Minutes for February 7, 2022

**Requested Action of the Board of Regents:** Approval for Special Meeting Minutes for February 7, 2022.

**Executive Summary:**

As required by the New Mexico Open Meetings Act, the board shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the board.

**References:**

NM Open Meetings Act §10-15-1 G.

**Prior Approvals:**

N/A



**NEW MEXICO STATE UNIVERSITY  
BOARD OF REGENTS  
SPECIAL MEETING MINUTES  
February 7, 2022 at 10:30 am**

**DRAFT MINUTES \*\*\*NOT OFFICIAL – SUBJECT TO APPROVAL BY THE BOARD OF REGENTS\*\*\***

**Regents of New Mexico State University**

Chair Ammu Devasthali, Vice Chair Dina Chacón-Reitzel, Secretary/Treasurer Arsenio Romero, Christopher T. Saucedo, Neal Bitsie

**Non-Voting Advisory Members** - ASNMSU President Mathew Madrid, Faculty Senate Chair Julia Parra, Employee Council Chair Joseph Almaguer

**University Officials** - Chancellor Dan E. Arvizu, Ph.D., Acting Provost Renay Scott, Ph.D., Vice Chancellor Ruth A. Johnston, Ph.D., General Counsel Roy Collins III, J.D.

**MINUTES**

**A. Call to Order, Chairwoman Ammu Devasthali**

**1. Confirmation of Quorum and Roll Call**

The Board of Regents met in virtually via Zoom on February 7, 2022. Chairwoman Devasthali called the meeting to order at 10:33am.

The Chief of Staff confirmed the quorum and took the roll call. Regent Ammu Devasthali, Regent Dina Chacón-Reitzel, Regent Arsenio Romero, Regent Christopher Saucedo, Regent Neal Bitsie, Chancellor Dan Arvizu, Acting Provost Renay Scott, Vice Chancellor Ruth Johnston, General Counsel Roy Collins, ASNMSU President Matthew Madrid, Faculty Senate Chair Julia Parra, Employee Council Chair Joseph Almaguer were present virtually.

**B. Approval of Agenda, Chairwoman Ammu Devasthali**

Regent Chacón-Reitzel motioned to approve the agenda as presented. Regent Romero seconded the motion. All were in favor and none were opposed. The motion passed.

**C. Approval of Minutes, Chairwoman Ammu Devasthali**

**1. Work Session Minutes for September 16, 2021**

**2. Regular Meeting December 9, 2021**

Regent Bitsie motioned to approve the Work Session Minutes for September 16, 2021 and the Regular Meeting Minutes for December 9, 2021. Regent Saucedo seconded the motion. All were in favor and none were opposed. The motion passed.

**D. Consent Items, Chairwoman Ammu Devasthali**

- 1. Commercial Ground Lease Agreement, CEO Scott Eschenbrenner**
- 2. Third Amendment to the Collective Bargaining Agreement between NMSU and AFSCME Local 2393, Associate Vice President Gena Jones**

Regent Romero made a motion to approve the consent agenda as presented. Regent Chacón-Reitzel seconded the motion. All were in favor and none were opposed. The motion passed.

**E. Action Items**

- 1. Financial Report for Fiscal Year Ended June 30, 2021, Chief Budget Officer Kim Rumford**

Chief Budget Officer, Kim Rumford, stated that they are seeking approval of the audited financial statements. Associate Controller, Ross Justice, and his team presented their report.

Associate Controller Justice reported that they made the deadline of November 1, 2021 in submitting financial statements to the New Mexico State Auditor for review and approval. They met with the Regents Audit and Risk committee on October 27, 2021 to review the financial statements. The New Mexico State Auditor approved them on December 9, 2021. Associate Controller Justice reported that the pension liability for FY21 increased. It was a \$770 million increase. As a result of that, they incurred a non-cash expense of \$266 million. This is outside the university's control. It's dependent on the New Mexico Education Retirement Board. Among the factors that impact the overall pension for the state include discount rates and projected earnings on investments. Moss Adams performed the audit for NMSU, KRWG TV FM, and the agreed upon procedures for the NCAA.

Lisa Todd, a partner with Moss Adams, reported that they do the university financial statement audit, which includes the financial statements and the single audit of federal expenditures. They also do financial statement audits for Arrowhead and NMSU Foundation. As part of those audits, they perform them in accordance with their general accepting auditing standards, governing auditing standards, and are subject to the New Mexico state audit rule. For the federal expenditure audit, they look at NMSU's federal grant compliance. Each year, auditors are required to look at which programs will be audited under the single audit. The R&D program and HEERF were audited. HEERF was audited in FY20 as well. They issued 3 separate opinions for the audit of the NMSU. The financial statement audit result was an Unmodified Opinion, "Clean." The second report was for the internal control for financial reporting, compliance, and other matters, which resulted in an Unmodified Opinion. Lastly, the third report is specific to major federal programs, which resulted in another Unmodified Opinion.

Ashlee Lent, a Senior Manager at Moss Adams, reported 2 findings (Arrowhead implementation of controls and enrollment reporting) that arose in the previous year that were found by other auditors. Moss Adams assessed them and considered them to be resolved. In the FY21 audit, Moss Adams did not have any findings for Basic Financial Statements nor the Federal Award and Questioned Costs. Other findings that were reported were the Control Deficiency, which is user access reviews, and following Cybersecurity processes and procedures that are in place. There were

no findings in the NM State Audit Rule. GASB 87 was implemented, which brings leases onto the statement of financial position.

Regent Bitsie motioned to approve the financial report audit for the fiscal year, ending on June 30, 2021. Regent Chacón-Reitzel seconded the motion. All were in favor and none opposed. The motion passed.

**F. Informational Items, Chairwoman Ammu Devasthali**

**1. Update on Physical Science Laboratory (PSL), Director Eric Sanchez**

Director Sanchez gave an update on the Physical Science Laboratory (PSL). The PSL program began 75 years ago in 1946. PSL supports the White Sands proving grounds and the V2 Rocket program. Facilities that are non I&G funded include: 7 acres on NMSU campus, controlled access/classified capability, CONUS and OCONUS work locations in the United States and overseas, production capability-mechanical and electronic services center, antenna production/plating supporting telemetry and missile systems division, UAS flight test site at the airport, and industry tenants at PSL: Trax International, Sierra Lobo (who is here temporarily and will be moving to White Sands Test Facility), Sandia National Laboratories, and Los Alamos National Laboratory. There are three divisions of PSL: aerospace, telemetry and missile systems, and information sciences and security services. Aerospace is led by Henry Cathey, who is responsible for the US test site and the high-altitude balloon program. Telemetry and missile systems is led by Margaret Campos. They work on different components that go on missile systems. They have a production capability and a catalog of products that they sell. Information Sciences and Security Services division is led by Joanne Esparza. They work on electronic warfare systems, era missile defense operations, support modeling, and cybersecurity assessments for the army.

Director Sanchez reported that PSL never fully shut down during the pandemic; but did take measures to put safety practices and procedures in place. On March 12, 2020 they had 130 employees in the building and by March 23, 2020 they only had 45 employees. They are gradually allowing more people into the building. Some people who were working at White Sands are still in their building because White Sands isn't fully open. Several employees are continuing to work from home.

Director Sanchez reported that creating opportunities, incentives for cross-disciplinary collaboration and student success contribute to goals 1, 2, and 4 of LEADS 2025. Developing and sustaining human capital contributes to goals 2, 3, and 4. Enhancing and expanding partnerships contributes to goals 2 and 3. Strengthening and improving capabilities contributes to goal 4. There five priorities are to double the PSL program size through strategic development of business and research opportunities, be self-sustaining, invest in required information technology infrastructure that allows PSL to maintain Department of Defense contracts, participate as a regular leader in economic development initiatives that support the growth of PSL mission critical industries such as UAS, space commercialization, and cybersecurity, and support student experiential learning and workforce readiness through the development of PSL student programs.

Director Sanchez reported that in January 2021, PSL received an award for Information Operations Vulnerability and Survivability Assessment (IOVSA) of \$10 million a year for 10 years. They have received a Cold Regions Research and Engineering Laboratory, which NMSU subcontracted to the University of Alaska Fairbanks of \$1 million per year for 2 years. They received an FAA Counter-Unmanned Aerial Systems award of \$3.6 million per year for 3 years. They received the Disaster

Relief award of \$900,000 per year for 2 years. Also, they received the SCOPEX award of \$236,000, Pony Express for \$300,000, and Picatinny/Yuma of \$240,000. This is a \$5 million projected expenditure increase for the next fiscal year, which does not include the NASA balloon operations contract. They should have a decision from NASA on that by the end of this month. If they win, it will be \$15 million a year for 7 years. They submitted an application for the Long Range Suborbital Vehicles (LSOV) telemetry and missile systems partnering with Kratos. If awarded, this will bring in \$4 million over year for 5 years. Also, the Disaster Relief III will bring in \$400,000 a year for 2 years. They are in the process of putting together the application for the NASA Sounding Rocket Operations Contract at \$2 million per year for 2 years. PSL is in partnership with several companies for economic development, particularly Kratos. Sceye is a company out of Sweden, but is located in Moriarty, New Mexico. Among a number of projects, they are working on using ballooning to bring broadband into the Four Corners region. Director Sanchez is part of the New Space New Mexico board. They are looking at some opportunities to work with them and their ties to the air force research lab in Albuquerque. They also partner with the Missile Defense Agency, Space and Missile Defense, Army Research Labs, and Spaceport America. They have a lot of work that requires them to fly at altitudes higher than what PSL can fly at, so they partner with Spaceport America and are able to bring some customers over to keep business in New Mexico.

Director Sanchez reported that they recently submitted a grant proposal for an anechoic chamber. PSL worked with the College of Engineering. Several professors supported this effort as well as the University of Texas at El Paso and New Mexico Tech. PSL have a good chance of winning this grant. They have limited capability with the anechoic chamber right now since it is 1950s technology. The new anechoic chamber will give them state of the art capabilities, the ability to do a lot of different research for themselves and the region. They are working toward getting funding from New Space New Mexico in the amount of \$1.5 to \$1.8 million for the Sensitive compartment information facility. Director Sanchez reported that they are hoping to receive New Mexico outlay funding in the amount of \$300,000 for a 'Triangle Room.' They already have a lot of interest from several customers. Defense Space and Aerospace Workforce works with a student program, Classified Ready Employee Workforce (CREW.)

The CREW program started 2 years ago. Initially, it was a 2-year program, but is now a 1-year program. Its mission is to provide a diverse pool of classified ready professionals with the necessary technical, professional, and interprofessional skills required to pursue successful careers in support of national security. In the fall semester, they do their national security seminar series. Students are able to get a secret level clearance between 4 and 6 weeks. That allows them to start working on their co-ops in a classified setting. In the spring semester, they continue their co-op as well as the national security seminar. In the summer, they have 40 hours a week that they can go full time to work on their co-op. Their co-op is paid. In their first cohort, they had a diverse group of 16 students in their cohort including 2 US Army veterans, age range between 20 and 31, 11 from diverse ethnic backgrounds, 4 women, 3 first-generation students, and different majors (electrical engineering, computer science, aerospace engineering, engineering physics, mechanical engineering, and Information and Communication Technology). All were cleared and four were put in for a top-secret clearance. This was during the pandemic and completely online with a Retired Colonel out of San Marcos Texas. The same structure was the intent for this year; however, the instructor and students agreed to meet in person every other week for the 90 minutes seminar. There are 9 seminars in the fall and 9 seminars in the spring. The instructor is Colonel Retired, Alan Wiernicki, of the United States Army. In cohort 1 their partners were General Dynamics, Los Alamos National Laboratory, Northrop Grumman, and Physical Science Laboratory, which included the Telemetry and Missile System Division, Quality Assurance, and Information Security Operations

Center. The partners in cohort 2 were Los Alamos National Laboratory, Sandia National Laboratories, X-Bow, and Physical Science Laboratory, which included the Telemetry and Missile System Division, Quality Assurance, Information Sciences and Security System Division, Information Security Operations Center, and Facility Security. In cohort 2, they discovered it was difficult to get support because it was a 2-year program. A lot of companies had their money tied up for 2 years. After review, they felt that they could make the same accomplishments in 1 year instead of 2 because in their second year they bring in subject matter experts to talk to students once they had their clearance, but they're obtaining their clearance quickly; therefore, they are able to bring in subject matter experts in the second semester of the first year to accomplish that. They decided to move in that direction, which frees up companies to be able to support every year, as opposed to every other year. In cohort 3, the goal is to have 20 students. They aim for this number because that's what they feel the instructor would be able to support. If they get more than 20, they will look at hiring another instructor. They have gotten good student feedback with positives and what could be improved. Adam Flores, who was part of cohort 1 students, was with the program for one semester since he was finishing up his degree, then went on with Virgin Galactic. He's been an advocate for the CREW program and PSL.

Director Sanchez reported that they have implemented Global Shop, which is a software program for their production shop. This is working much better for them than AIM since Global Shop is an ERP and designed for their purposes. They've increased their marketing initiatives and hired Dr. Marcella Shelby as the Strategic Initiatives Officer, who has a background in economic development and received her Ph.D. from NMSU. Dr. Shelby has assisted with their website, social media, KRWG, and the Las Cruces Bulletin. They implemented employee development and compliance training such as forklift and lift, true colors, drug free workforce, shop supervisor, and fire procedures. True Colors is a program for managers to better understand their employees' personalities. They have increased their collaboration with Facilities and Services, Environmental Health and Safety, and the New Mexico Space Museum. The Cybersecurity Maturity Model Certification (CMMC) was recently changed from 5 levels to 3. The majority of work that they do is in Level 2. A couple of students from the CREW program assisted in the work on IT Infrastructure. They have 17 controls in Level 1, 93 controls in Level 2, and 110 controls between Level 1 and 2.

Regent Romero stated that he was very impressed with their programs and it was exciting to see everything when he toured their facility. Regent Romero asked that he keep them updated on their programs. Regent Romero asked if they are able to keep the students who go through the CREW program in New Mexico.

Director Sanchez stated that they will keep them updated on their programs. While they can't guarantee that students will stay in New Mexico, they let their sponsorship companies, White Sands, AFRL, Army Research Lab, and others, aware that these students are available and what they can bring to their companies or agencies.

Regent Devasthali asked what the criteria is for students to enter the CREW program. Director Sanchez answered that they look for juniors or seniors. The majority of students major in engineering or computer science. One of their students, who already had military experience and clearance, is in human services. They try to attract non-STEM fields. It's challenging to find sponsors to support those efforts because the majority of their funding seems to be STEM funding. Students have to be a United States citizen because they are getting clearances.



Regent Devasthali asked Director Sanchez to explain the anechoic chamber. Director Sanchez stated that the anechoic chamber is used to measure different types of devices. They mostly use it for their antennas that they build. They have to have very precise capabilities, especially as it goes onto a missile system. It's also being used for 5G technology and satellites. Because their current technology is from 1950, they have to go out of state to do a lot of work. This new anechoic chamber will allow them the ability to do 100% of their work here. This gives research capabilities to students as well. Chancellor Arvizu added that an anechoic chamber deadens all of the reflections off of the walls. It's a special treatment on the walls that allows you to do very unique measurements. It's used a lot in defense work.

## **2. Update on NMSU Online and NMSU-On Demand, Vice Provost Sherry Kollmann**

Vice Provost Sherry Kollmann gave an update on NMSU Online and NMSU-On-Demand. Where the future of higher education is going, the market demand, and how NMSU is moving this forward is something to be kept in the forefront of everyone's mind in order to compete in this adult market; therefore, they need to be agile, responsive, and dynamic in the development of courses and programmatic pathways that integrate workforce skills and competencies to make students competitive in the market. In looking at market demands, the key areas to focus on are skills, abilities, and knowledge for asynchronous and synchronous courses. They need to be aligned with workforce demands that they currently have. The competition with 80+ million students is studying 9+ thousand courses at 800+ universities on MOOC platforms is a market demand. They will continue to work collaboratively with different units to increase the level of support that is necessary to create persistence with our students. They are focusing on New Mexico for the first 5,000 students and meeting the needs of their own students. New Mexico has the highest level of adult learners who have some level of a college education, but did not complete a degree. NMSU is trending up. This year's data is a start to building their framework. They're making sure that they are hiring the right people in advising and enrollment as well as providing necessary metrics to move forward. Their goal is to retain the 1200 students that they currently have through NMSU Online. Because the fall enrollment is the largest historically, they will be driving fall enrollment, which will outline their entire year.

Vice Provost Kollmann stated that being able to maneuver with your stakeholders and your state is essential. As they look at the attrition rate, they want to make sure that they are retaining their students from term over term as well as accounting for graduating students. Regarding their metrics, 6% is the rate that they have that threshold for. Their goal for next year is to have 1,090 new students for NMSU Online.

Vice Provost Kollmann reported that they have launched 8 online programs and increased their revenues by over 50%. Also accomplished this year, was a complete restructure of the student journey, from the website experience through student services. They've developed standardized drip campaigns through the perspective student cycle as well as established service level agreements throughout the prospective student experience. Vice Provost Kollmann said, "The importance of this is that we need to be able to say to any prospective student coming into us that we have a service level agreement to you. So, from the time that they submit an inquiry, we need to be able to say within 24 hours you'll hear from us, and then we need to be able to actually do that. Once they have all their paperwork in, we need to be able to say it within 48 hours you will be accepted into NMSU. Those are the things that we've put into place over the last year." This is a starting place. Some bigger universities respond fast than that. Vice Provost Kollmann stated that

they did a survey with department heads and deans to receive their feedback on what their service level agreements are and this was their consensus. They will continue to improve on them. They will maximize all of the technology that they currently have. They developed a five-year growth model and at the end they hit their target 10,000 online students.

Vice Provost Kollmann stated that in regards to NMSU-On Demand, it's about upscaling and developing new skills within the workforce. NMSU-On Demand is partnering with different organizations as well as different units within NMSU, particularly, the College of Engineering. The cost for NMSU-On Demand is the same as NMSU Online per credit hour, which is \$380.20. There are some organizations that participate in these. This helps them in moving forward with some grants for workforce development. Micro-learning experiences are short learning experiences. This helps with their level of retention. Students demonstrating their knowledge and tying it to a competency is something that the United States is seeking as higher education and organizations partner with what their needs are. Vice Provost Kollmann stated that they are developing this with the Badgr software. They are maximizing their use of Badgr and using it for recruiting. Students can stack credentials so that they can get the micro-credential. The value of a digital badge is through providing evidence of knowledge, skills, and accomplishments. NMSU-On Demand has a branded look and they maintain the highest quality. One of the On-Demand offerings that they have had since March are Telehealth and Telecare organization. They are utilizing it for recruitment.

Vice Provost Kollmann stated that some of the goals they've achieved are launching 66 micro-credentials, 2,461 enrollments, 2,078 earned badges, and signed one contract with a healthcare organization. This year, they've already signed two more organizations. Also, they've earned just over \$30,000 in the pilot, collaborated on three grant proposals, and they have 75 identified micro-credentials assigned for 2022.

Regent Romero agreed that this is a large part of the future of NMSU. Regent Romero asked where they anticipate the 10,000 students coming from. Vice Provost Kollmann stated that the first 5,000 will be from New Mexico. The next 5,000 will come from the border area and border states.

Regent Romero asked if they are looking at dedicated faculty for online programs or continue with faculty who do both. Vice Provost Kollmann stated that they have started conversations on having dedicated faculty for online. One of the considerations is to make sure that their research faculty can do research and the faculty who like to teach, can teach. It is ideal to build a research center so that faculty can still do research collaboratively and collectively, but allow them to teach. Within Arts and Sciences, they have hired two visiting professors to launch the communication degrees so they can start looking at the model.

Regent Chacón-Reitzel is interested in how the On-Demand micro-credential courses work and asked if a company has to sign a contract with them and is that what pays for the production? Vice Provost Kollmann stated that if it's internal, what pays for its development comes from grants. If it is an outside entity, then they sign an agreement. Vice Provost Kollmann and UGC Collins have been working together to outline each contract with organizations. Sometimes there is a revenue share between their organization and NMSU in the revenue that they get, which will be reinvested into hiring and building staff so that they're not spending any other funds to do that.

Regent Chacón-Reitzel asked if there are partners who don't care about the revenue because it's a cost savings to them to have in person trainings instead. Vice Provost Kollmann answered that that information is correct. The organization they are working with in El Paso is having them develop the

leadership training so that the middle manage leadership cost is a flat rate that NMSU is charging them.

Regent Chacón-Reitzel asked how they are generating this business and how are they marketing this within the campus. Vice Provost Kollmann stated that they haven't marketed it much. It has mostly been word of mouth in hopes to work out the kinks before they open it up to the rest of the university. They are now going to start proactively marketing it. They are staying abreast to what the faculty are wanting.

Regent Saucedo agreed that it's the future and stated that he saw HR listed. Regent Saucedo asked what type of training is in HR and what it entails. Vice Provost Kollmann stated that for right now it's just the leadership training. However, anyone who is SHRM certified, they will start offering additional HR courses, e.g. ethics or mental health. Those types of micro-credentials will be widely needed in industries and disciplines.

Regent Devasthali said that because of COVID, people became more comfortable with learning online. This promotes NMSU-Online and NMSU-On-Demand. Especially in health care, this is tremendous opportunity for cross-training, additional credentials and modules. Corporations could sponsor their employees to get those credentials. Regent Devasthali asked for those who don't have that support, what financial assistance can a student get. Vice Provost Kollmann stated that they want to work with workforce centers in New Mexico because they have grants and funding for that. Every time they build a credential or micro credential that they think would fit into that realm to help that level of employee, they submit it to the workforce training centers. Then they can put it on their list, and NMSU can get certified so that individuals could actually take that and it would be paid for.

Chancellor Arvizu stated that the NMSU-On Demand can be used for economic development because they have partners who have these needs. There is competition, such as ASU wanting to grow to 1 million students for free. Chancellor Arvizu asked Vice Provost Kollmann to address how that affects NMSU's strategy and how relevant it is. Vice Provost Kollmann stated it is affected to some degree. They have to focus on what their value proposition is, which is making sure they are a community and build the learning resources for students, adjunct faculty of practice, and faculty. In order for ASU's goal of 1 million students and support their students in having an exceptional experience they would have to spend a lot of money. NMSU's Online and On-Demand students are finishing because they are shepherding them through.

Chancellor Arvizu followed up to that comment by stating that it is complimentary to NMSU's mission objectives and an opportunity to generate revenue.

**G. Adjournment, Chairwoman Ammu Devasthali**

Regent Romero motioned to adjourn the meeting. Regent Saucedo seconded the motion. The meeting adjourned at 12:01pm.



**Board of Regents Meeting**  
**Meeting Date: December 2, 2020**  
**Agenda Item Cover Page**

**Agenda Item #** \_\_\_C-1\_\_\_

- Action Item
- Consent Item
- Informational Item

**Presented By:** Heather Zack Watenpaugh  
University Architect

**Agenda Item:** NMSU Las Cruces: Departmental Storage Unit C Renovation

**Requested Action of the Board of Regents:** Approval of the Las Cruces: Departmental Storage Unit C Renovation project

**Executive Summary:** This project will include a roof replacement and parapet repairs, repair/replacement of damaged stucco, exterior painting, and replacement of metal roll-up doors and frames.

**References:**  
N/A

**Prior Approvals:**  
Regents Real Estate Committee fast-track on 2/23/22

# Board of Regents

## LAS CRUCES: DEPARTMENTAL STORAGE UNIT C RENOVATION

**Heather Watenpaugh**  
University Architect

**Bart Lane**  
Interim Associate Vice President

Facilities and Services



**BE BOLD.** Shape the Future.

# Proposed Scope of Work

## *Project Budget \$335,975*

The NMSU Departmental Storage Unit Building C (384) Renovation project includes:

- Roof replacement and parapet repairs
- Repair/replace damaged stucco
- Exterior painting of storage unit
- Replacement of metal roll-up doors and frames

## Proposed Building Demographics

- **Year Built:** 1982
- **Last Expansion:** N/A
- **Building Size:**  
15,971 SF
- **Construction Type:**  
Wood framing on  
concrete slab
- **Current Use:**  
Departmental Storage



# Proposed Project Schedule

- Completion of Design – January 2022
- Start of Construction – April 2022
- Completion of Construction – July 2022



# Funding Sources and Prior Approvals

## Project Funding — \$335,975

- Auxiliary Renewal and Renovation — \$335,975

## Prior Approval

- N/A

# Contact Information

Heather Watenpaugh  
University Architect  
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**Thank you!**  
**Questions?**



# Las Cruces: Department Storage Unit C Renovation

## Supplemental Information



# Existing Conditions



Departmental storage units existing rolling doors

# Existing Conditions



Departmental storage units existing stucco condition



**Board of Regents Meeting**  
**Meeting Date: March 24, 2021**  
**Agenda Item Cover Page**

**Agenda Item # C-2**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Roy Collins, III  
General Counsel

**Agenda Item:** 2022 Annual Open Meetings Notice Resolution

**Requested Action of the Board of Regents:** Approval of 2022 Annual Open Meetings Notice Resolution

**Executive Summary:**

As required by the New Mexico Open Meetings Act, the attached Open Meetings Notice Resolution establishes the public notice to be given prior to the Board's meetings. The attached resolution is similar to the Board's Resolution 2022-01 adopted last March.

Notices for meetings are distributed to the news media and posted on the NMSU Regent's website ten days in advance for regular meetings, three days in advance for special meetings, and 24 hours or more, if possible, for emergency meetings. Meeting agendas are also made available to the public by posting them on the NMSU Regents' website, at least 72 hours in advance of regular and special meetings, and concurrent with the notice for emergency meetings. If an emergency meeting is called that is not as a result of a declared state or federal emergency, a report will also be sent to the Office of the Attorney General.

**References:**

NM Open Meetings Act §10-15-1 D.

**Prior Approvals:**

N/A

## Resolution No. 2022- 03

### NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS ANNUAL OPEN MEETINGS NOTICE RESOLUTION

WHEREAS, the Open Meetings Act of the State of New Mexico, §10-15-1, NMSA 1978, *et seq.* requires meetings of a quorum of the members of the Board of Regents, held for the purpose of discussing or adopting any proposed resolution, rule, regulation, or other formal action, to be conducted only after reasonable notice to the public; and

WHEREAS, the Open Meetings Act requires the Board of Regents to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of New Mexico State University (“NMSU”), that compliance with the following requirements shall constitute reasonable notice:

1. Meeting Notice Content: NMSU must cause each meeting notice to indicate the date and time of the relevant meeting as well as the specific location of the Board's meeting, including city and campus (as applicable), building name, and address.
2. Meeting Notice Method: NMSU must (a) transmit each meeting notice by telephone, fax, electronic or other means of delivery to newspaper(s) of general circulation in the state; and (b) post that notice on the NMSU Regents' website. In addition, NMSU must transmit each meeting notice to any licensed broadcast station and any other newspaper that has made request for notification of meetings within the previous 12 months. NMSU requires each such request to be directed to [ucomm@nmsu.edu](mailto:ucomm@nmsu.edu).
3. Meeting Notice Timing: NMSU must provide each meeting notice in advance of a corresponding meeting, with the amount of advance notice depending upon the type of meeting:
  - a. NMSU must give notice of each regular meeting (scheduled at least quarterly) at least 10 days in advance of the meeting date. NMSU must post the regular meeting agenda on the NMSU Regents' website at least 72 hours prior to the meeting.
  - b. NMSU must give notice of each special meeting at least three days in advance of the meeting date. NMSU must post the special meeting agenda on the NMSU Regents' website at least 72 hours prior to the meeting.
  - c. NMSU must give notice of an emergency meeting - called in the case of any unforeseen circumstance that demands immediate attention to protect the health, safety and property of citizens, or to protect the university from substantial financial loss - 24 hours in advance, unless threat of personal injury, property damage or threat of financial loss requires less notice. NMSU must post the emergency meeting agenda on the NMSU Regents' website at the same time that it posts the notice of emergency meeting.



4. Report of Emergency Meeting: No later than 10 days after taking action on an emergency matter, the Board of Regents shall report to the Office of the New Mexico Attorney General the action taken and the circumstances creating the emergency, unless there has also been a declaration of a state or national emergency, in which case no report is required.

5. Meeting Accessibility: In addition to the information specified above, NMSU must cause all notices to include the following language:

"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting, please contact the Office of the Regents' at (575) 646-5997 at least three days prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, may also be provided in various accessible formats. Please contact the Office of the Regents' at (575) 646-5997 if a summary or other type of accessible format is needed."

6. Closed/Executive Session: The Board of Regents may close a meeting to the public, and meet in executive session, only if the subject matter of such discussion or action falls within one of the exceptions in the Open Meetings Act, § 10-15-1(H).

a. If any Regent proposes any meeting to be closed during an open meeting, without prior notice, then that Regent must propose the closure by motion, stating the specific provision of law authorizing the closed meeting and the subject matter to be discussed. The motion can be approved only by a majority of a quorum of the Board in attendance. NMSU must record in the minutes the vote of each individual member on the motion proposing closure. The Board of Regents may discuss in the closed meeting only those subjects specified in the motion.

b. If the Board of Regents is to conduct a closed meeting when the Board is not already convened in an open meeting, then the Board must not hold the closed meeting until NMSU has posted public notice required for a special meeting, stating the specific provision of law authorizing the closed meeting and the subject matter to be discussed.

c. Following completion of any closed meeting, NMSU must cause the minutes of the public meeting that was closed, or the minutes of the next public meeting if the closed meeting was separately scheduled, to state whether the matters discussed in the closed meeting were limited only to those specified in the motion or the meeting notice for the special meeting.

d. Except as provided by Section 10-15-1(H) of the Open Meetings Act and New Mexico case law interpreting same, the Board of Regents may take any action as a result of discussions in a closed meeting only by vote of the Board in an open public meeting.

ADOPTED by the Board of Regents of New Mexico State University, the 14th day of March, 2022, at its regular annual meeting held in Las Cruces, New Mexico.



**Board of Regents Meeting**  
**Meeting Date: March 14, 2022**  
**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 Company Perpetual Easement for electrical service to Burrell College of Osteopathic Medicine and the Turf Grass Research Center.

**Requested Action of the Board of Regents:** Approval of El Paso Electric Company Perpetual Easement for electrical service to Burrell College of Osteopathic Medicine and the Turf Grass Research Center.

**Executive Summary:** Requesting approval of El Paso Electric Company Perpetual Easement for electrical service to Burrell College of Osteopathic Medicine and the Turf Grass Research Center in Dona Ana County, NM, Section 33 & 34, T.23S, R.2E, N.M.P.M.

**References:** N/A

**Prior Approvals:**

Regents Real Estate Committee – Unanimous consent by email on February 23, 2022 for approval of an El Paso Electric Company Perpetual Easement for electrical service to Burrell College of Osteopathic Medicine and the Turf Grass Research Center.

**Agenda Item Approved By:**

Scott Eschenbrenner, Special Assistant to the President

\_\_\_\_\_  
*Scott Eschenbrenner*  
*Special Assistant to the President*

\_\_\_\_\_  
Date

## EASEMENT

STATE OF NEW MEXICO  
COUNTY OF DONA ANA

Work Request: 86-70-038

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 AND SECTION 34, TOWNSHIP 23 SOUTH, RANGE 2 EAST, N.M.P.M, DONA ANA COUNTY, NEW MEXICO** as shown on the attached Exhibit A and Exhibit B 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.

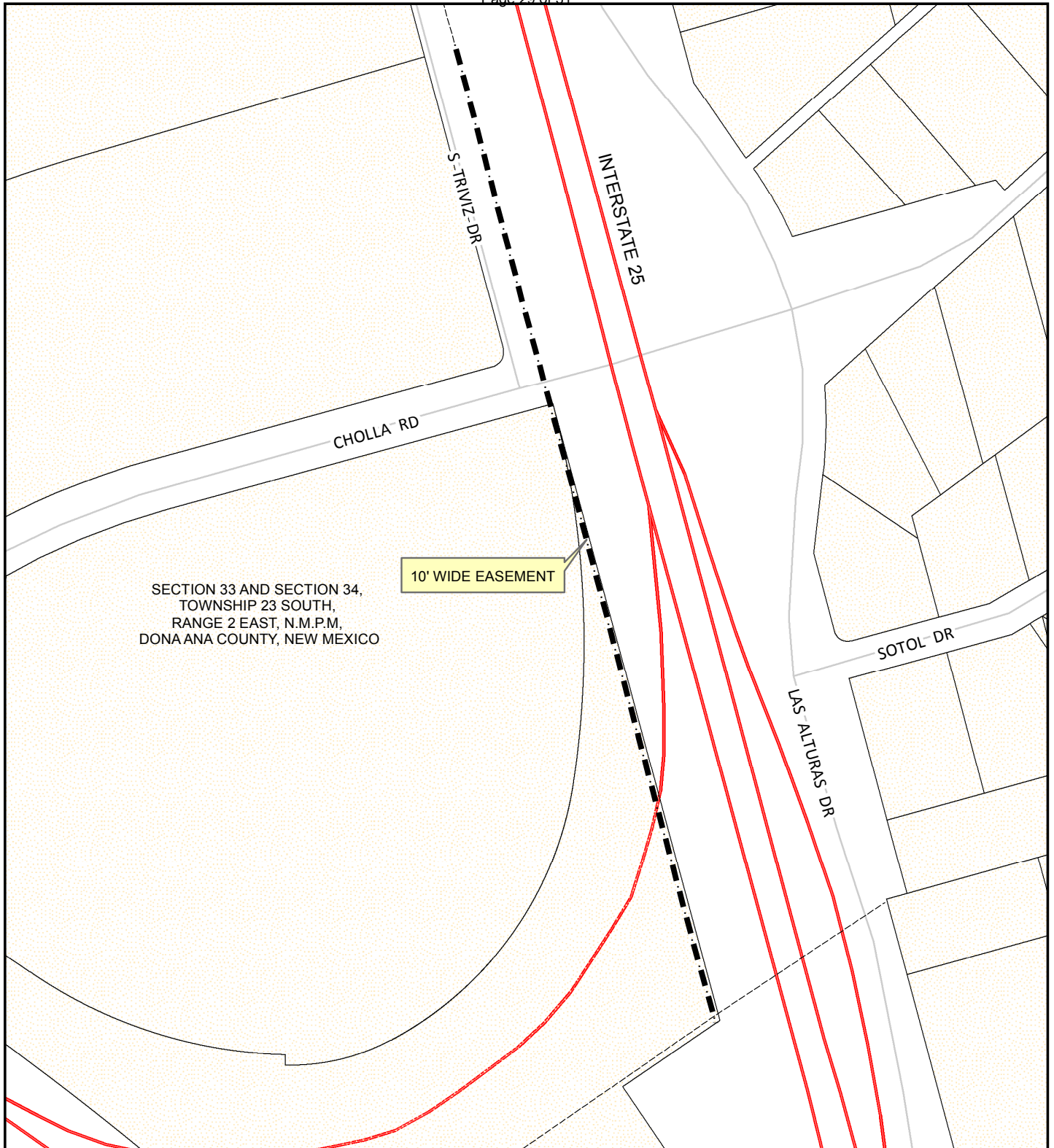
This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]



# EXHIBIT "A"

Page 29 of 31



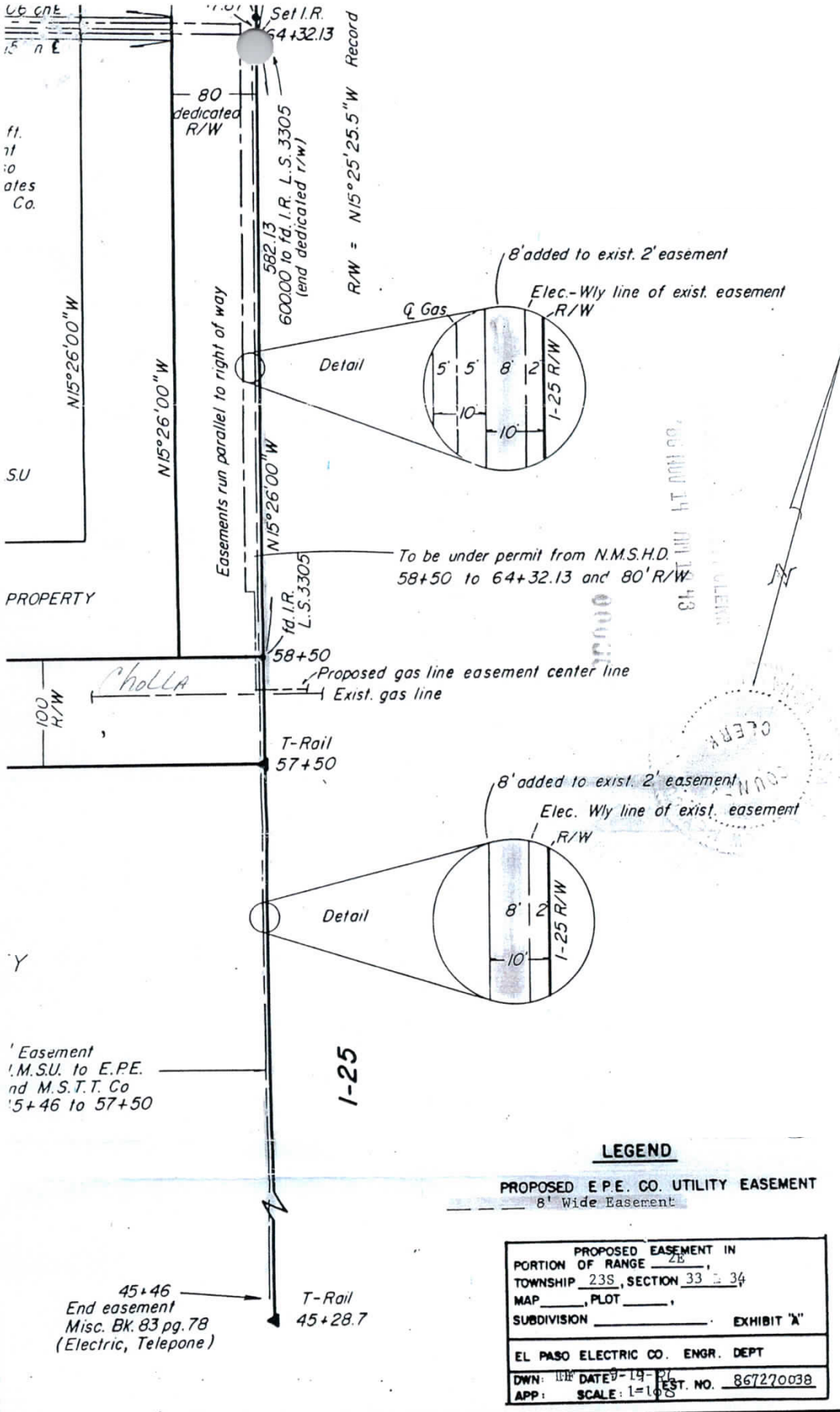
SECTION 33 AND SECTION 34,  
TOWNSHIP 23 SOUTH,  
RANGE 2 EAST, N.M.P.M,  
DONA ANA COUNTY, NEW MEXICO

10' WIDE EASEMENT



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







**Board of Regents Meeting**  
**Meeting Date: March 14, 2022**  
**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:** Mora Purchase Agreement

**Requested Action of the Board of Regents:** Approval and signature of the Land Purchase Agreement for the 118-acre John T. Harrington Forestry Research Center land in Mora, NM.

**Executive Summary:** John T. Harrington Forestry Research Center in Mora, NM. NMSU has been leasing this property since 1974 from Frank and Delicia Trambley, who have since deceased, and now under the ownership of Josephine Meadows, the daughter and heir to the property. Mr. and Mrs. Meadows have decided that it is time for them to sell the property and offered it to NMSU at \$650,000 purchase price. The current lease and all of the options expires on June 30, 2029 and annual rent for the 118-acre land parcel and associated water rights is \$8,000 per year. NMSU has 7-years remaining on this agreement and could be left searching for another research facility for our forestry research and seedling operation that is responsible for reforestation throughout NM and other mountain west states. It is our recommendation that the Board of Regents approve the attached purchase agreement and allow NMSU to move forward with procuring the funding and receiving the approval of the Higher Education Board and State Board of Finance before consummation of the sale.

**References:**



Purchase Sale Agreement 03-10-20

**Prior Approvals:**

Regents Real Estate Committee approval on November 10, 2021

**Agenda Item Approved By:**

\_\_\_\_\_  
*Scott Eschenbrenner*  
*Special Assistant to the President*

\_\_\_\_\_  
Date

## PURCHASE AND SALE AGREEMENT

### 1. TERMS SUMMARY.

Date of Agreement, i.e., date of full execution (for reference purposes and for calculation of deadlines) March \_\_\_\_, 2022

Buyer: The Regents of New Mexico State University, a body corporate of the State of New Mexico

Seller: Josephine Meadows, a married woman dealing with her sole and separate property

Property: Land in Mora County, New Mexico that is legally described on Exhibit A to this Agreement, excepting and excluding all of the real property described in the documents attached to this Agreement as Exhibit B.

Purchase Price: \$650,000.00

Earnest Money: \$5,000.00

Title Company: Territorial Title of Las Vegas, Inc.

Address: 919 Douglas Avenue, Las Vegas, New Mexico 87701

Phone: 505-425-3563

Inspection Period: until June 1, 2022

Closing Date: on a mutually acceptable date which is on or before July 31, 2022

Conveyance Documents: General Warranty Deed pursuant to the form of General Warranty Deed attached as Exhibit C (quitclaim as to water, water rights and ditch rights, if any) and an, Assignment of Leases (including the Lease related to the Property between Buyer, as Tenant, and Seller, as Landlord).

**2. PROPERTY.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase and Sale Agreement ("Agreement"). The parties agree that if the legal description of the Property attached to this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all existing improvements, if any, and appurtenant interests related to the Property, including access rights, if any.

At the closing, Seller shall quitclaim to Buyer Seller's interest, if any, in water, water rights and ditch rights. The Buyer herein acknowledges that the water rights being conveyed herein are subject to certain transfer restrictions imposed by applicable law and/or regulation, to wit, that the water rights cannot be taken off the Canadian River and must stay in the Mora Valley, New Mexico.

**3. EARNEST MONEY.** Within **ten (10) days** of the Date of Agreement, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured, interest bearing account selected by Title Company. Subject to the provisions of this Agreement, the Earnest Money and all accrued interest is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.



**4. FINANCING.** Buyer's obligations pursuant to this Agreement are not contingent upon Buyer obtaining financing.

**5. DISCLOSURE AND DELIVERY OF INFORMATION.** Within **ten (10) days** of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's possession, of documents and information (other than financial information and/or information related to any business at the Property) related to the Property, including prior surveys and governmental notices (other than property tax notices).

**6. INSPECTION PERIOD.** Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. All inspections shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, if any, title and survey.

**A. Physical Inspection.** Buyer, at Buyer's expense, may obtain a physical inspection of the Property.

**B. Title.** Within **thirty (30) days** of the Date of Agreement, Buyer shall obtain a title commitment ("Title Commitment") from Title Company. All costs associated with the Title Commitment shall be paid for by Buyer. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions and a property tax search. Buyer shall be entitled to review title to the Property during the Inspection Period.

**C. Survey.** During the Inspection Period, Buyer, at Buyer's expense, may obtain a survey of the Property.

**D. Soil and Drainage Inspection.** During the Inspection Period, Buyer, at Buyer's expense, may perform soil and drainage inspections and tests at the Property.

**E. Leases.** During the Inspection Period, Buyer may review all existing Leases of the Property, including the existing Lease between Seller and Buyer.

**7. BUYER'S ENTRY.** Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer shall prevent any mechanic's or other lien being filed against the property as a result of Buyer's entry on to the Property and/or in conjunction with Buyer's tests and inspections of the Property. Buyer shall be responsible for all claims, liabilities, liens, losses, expenses, and/or damages arising out

of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.

**8. BUYER'S OBJECTION.** Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within **ten (10) days** of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure, if any, and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within **ten (10) days** elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, including accrued interest, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.

**9. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller, to the best of Seller's current, actual knowledge, makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing:

**A.** Seller is not aware of any adverse soil, topography, hydrology or drainage condition at the Property.

**B.** Seller is not aware of any hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead based paint and/or PCB transformers at the Property.

**C.** All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.

**D.** Property subject to Buyer's rights as a tenant.

Seller's representations and warranties shall survive the Closing for a period of **six (6) months**.

**10. TAX PRORATION.** At the Closing, applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company.

**11. RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole

discretion, within **thirty (30) days** of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.

**12. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Seller or Buyer will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.

**13. CLOSING.** The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged. For the Closing, Seller shall deliver the following:

**A.** The General Warranty Deed, subject to all items of record and property taxes for the year of 2022 and years thereafter, and including a quitclaim of Seller's interest, if any, in water, water rights and ditch rights.

**B.** Assignment of Lease covering the existing Lease between Buyer and Seller.

**C.** An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.

**D.** Other applicable closing documents required or specified by this Agreement.

**E.** Closing statement prepared by Title Company for Seller.

For the Closing, Buyer shall deliver the following:

**A.** The balance of the Purchase Price.

**B.** Other applicable closing documents required or specified by this Agreement.

**C.** Closing statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title Company shall issue to Buyer a standard New Mexico form Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title Commitment, and subject only to exceptions not

objected to by Buyer during the Inspection Period. Buyer shall pay the premium for the title insurance policy and all coverages desired by Buyer.

The General Warranty Deed shall be in the form of deed attached to this Agreement as Exhibit C. Prorations shall be handled at the Closing as set forth in this Agreement. Buyer and Seller shall each pay one-half (1/2) the escrow charges and/or closing fees of Title Company. Buyer shall pay the cost of recording all documents transferring the Property to Buyer. All other closing costs shall be paid by Buyer.

**14. POSSESSION.** Possession of the Property shall be delivered by Seller to Buyer at the Closing.

**15. DEFAULT AND REMEDIES.** Before exercising any remedy, the non-defaulting party shall give the defaulting party **ten (10) days** written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance.

**16. DISCLAIMERS.** Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS." Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access, size, marketability, value, future value, utilities, occupancy, or otherwise. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer acknowledges that it is not relying upon any representation or warranty by any broker.

**17. REAL ESTATE BROKERS.** The parties acknowledge that no real estate broker or other person entitled to a fee, commission or other compensation has been involved in conjunction with the transaction covered by this Agreement. Notwithstanding the foregoing, if a party has had dealings with a real estate broker or other person entitled to a fee, commission or other compensation, such party shall be solely responsible for and shall promptly pay the fee, commission or other compensation.

**18. FURTHER ACTION.** Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.

**19. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either hand-delivered or sent by recognized overnight courier at the addresses set forth below. If any notice is hand-delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. In addition, email may be used for notice if a copy of the email is sent by recognized overnight courier and, in such event, the notice shall be deemed given on the date of the email. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this paragraph. FACSIMILE COMMUNICATIONS SHALL NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.

BUYER:  
THE REGENTS OF NEW MEXICO  
STATE UNIVERSITY  
MSC 309E, PO Box 30001  
Las Cruces New Mexico 88003-8001

sbrenner@nmsu.edu\_\_\_\_\_

SELLER:  
JOSEPHINE MEADOWS  
9615 Macallan Rd. NE  
Albuquerque, NM 87109

**20. AMENDMENT.** This Agreement cannot be amended except by a written document executed by the party against whom such amendment is to be enforced.

**21. INVALIDITY.** If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.

**22. ASSIGNMENT.** No party may assign this Agreement without the prior written consent of the other party.

**23. GOVERNING LAW.** This Agreement shall be governed by the law of the State of New Mexico.

**24. WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.

**25. ENTIRE AGREEMENT.** This Agreement (including all exhibits) constitutes a fully integrated document and represents the entire understanding and agreement between Buyer and Seller regarding the Property. All prior discussions, events, or representations,

warranties and agreements regarding the Property are superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits to this Agreement are incorporated into this Agreement.

**26. TIME OF THE ESSENCE.** Time is of the essence under this Agreement.

**27. CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" section.

**28. LIMITATION OF REAL PROPERTY INDEMNIFICATIONS.** To the extent applicable, if at all, the indemnifications contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes.

**29. COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.

**30. BUYER'S APPROVAL OF CONTINGENCY.** Buyer's obligations pursuant to this Agreement and Buyer's obligation to purchase the Property are contingent on approval of the transaction covered by this Agreement by The Regents of New Mexico State University, the New Mexico Department of Education and the New Mexico State Board of Finance. Buyer shall promptly endeavor to obtain all of the approvals as soon as is reasonably possible. Notwithstanding any other provision of this Agreement, in the event Buyer is not able to obtain the immediate approvals on or before July 1, 2022, Seller shall have the right at any time thereafter to terminate this Agreement by giving Buyer written notice of its intent to terminate this Agreement and giving Buyer twenty (20) days to obtain the necessary approvals.

**31. LIKE KIND EXCHANGE.** Either party may elect to consummate this transaction as part of a so-called "like kind exchange" ("Exchange") pursuant to Section 1031 of the Internal Revenue Code, provided that: (i) the Exchange, to the extent necessary, if at all, may be effected through an assignment of rights under this Agreement to a qualified intermediary; (ii) neither party shall be required to take an assignment of the purchase or sale agreement for any exchange or replacement property, be required to acquire or hold title to any real property for the purposes of consummating the Exchange, or be required to expend any additional costs or expenses or incur any additional liability to effect the Exchange; and, (iii) neither party shall be responsible for compliance with or be deemed to have warranted to the other that the Exchange in fact complies with Section 1031 of the Code.

SELLER:

BUYER:

THE REGENTS OF NEW MEXICO  
STATE UNIVERSITY, a body corporate  
of the State of New Mexico

\_\_\_\_\_  
Josephine Meadows

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

MSS\Meadows\Purch Sale Agree MSS BL 021722

## EXHIBIT A

Official description: A certain tract of land lying and being situated in the Town of Mora, Mora County, lying within the Mora land Grant, State of New Mexico, more particularly bound and described as follows to wit: Beginning at a point, being 30 feet left of Sta. 370+00 and right of way line of N.M.P.S.-1426 (13), thence N87°31'W for a distance of 268.0 feet to point of beginning. Thence S11°55'W for 486.4 feet, thence S84°53'E for 84.2 feet, thence S38°22'E for 211.9 feet, thence S15°19'W for 103.0 feet, thence S68°09'E for 136.3 feet, thence N15°41'E for 95.7 feet, thence S66°34'E for 153.0 feet, thence S14°50'W for 15.6 feet, thence S66°36'E for 79.0 feet, thence S86°55'E for 149.0 feet, thence S09°29'W for 48.5 feet, thence S11°59'W for 184.4 feet, thence S13°39'W for 135.5 feet, thence S15°58'W for 106.3 feet, thence S14°16'W for 313.7 feet, thence S12°54'W for 214.4 feet, thence S11°10'W for 201.0 feet, thence N74°05'W for 160.2 feet, thence S11°45'W for 5228.0 feet, thence N73°45'W for 620.6 feet, thence N21°12'W for 154.5 feet, thence N42°12'W for 140.7 feet, thence N35°39'W for 138.7 feet, thence N13°00'E for 6485.8 feet, thence S77°13'E for 57.4 feet, thence N11°19'E for 317.0 feet, thence S87°31'E for 24.3 feet to point of beginning.

Excepting and excluding all of the real property described in the documents attached to this Agreement as Exhibit B.







Exhibit B

31

# WARRANTY DEED

Max R. Valder et ux TO La Hermandad Fraterna de Ntro Padre /

STATE OF NEW MEXICO, COUNTY OF MORA, ss.  
 I hereby certify that this instrument was filed for record on the 27 day of Dec. A. D. 1934 at 1:10 o'clock P. M., and was duly recorded in Book 6 of Records of Deeds and Conveyances, page 21 on the 27 day of Dec. A. D. 1934.

Witness my hand and seal of office.  
 Emilio Abeyla County Clerk.  
 By Frank E. Duren Deputy.

This Indenture, Made this 2nd day of June in the year of our Lord one thousand nine hundred and Thirty Four between Max R. Valder his wife of the first part, and La Hermandad Fraterna de Ntro Padre Jesus De Nazareno de Mora Nueva Mexico of the second part, part 1st.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of

One and no/100 DOLLARS to him, in hand paid by the said part 1st of the second part, the receipt whereof is hereby confessed and acknowledged, he do grant, bargain, sell, remise, convey, release and confirm unto the said parties of the second part, their heirs and assigns, forever, all the following described lot or parcel of land and real estate, situate, lying and being in the County of Mora and State of New Mexico, to-wit:

A certain lot for religious purposes situated in la Cordillera Dist. No. 1, Mora New Mex. containing 146 ft. in width from East to West and 224 ft. in length from North to South and more particularly described as follows: 15 ft. to the North from the North side of the house, 79 ft. to the East from the East side of the house, 146 ft. to the South from the South side of the house, 15 ft. to the West from the West side of the house, and a right away 20 ft. wide from east to west and 3,600 ft. in length measured from the door in the south side of the house in a southerly direction, A right way 6 ft. wide from east to west, from the North-east corner of the house to the ditch. It is understood between both parties that in case such society of the Fraternity of Nostro Padre Jesus de Nazareno would abandon the above described property, in that event, this document will become void, and the above described property will become property of the party of the first part.

No revenue stamp required consideration less than one hundred dollars

together with all and singular the lands, tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the said part. 1.2.2. of the first part, either in law or equity, of, in or to the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said part. 1.2.2. of the second part, their heirs and assigns forever. And the said part. 1.2.2. of the first part, for their heirs and assigns, do hereby covenant and agree to and with the said part. 1.2.2. of the second part, their heirs and assigns, that at the time of the conveying and delivery of these presents they well seized of the premises above conveyed, of a good, sure, perfect and indefensible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceful possession of the part. 1.2.2. of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part. 1.2.2. of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part. 1.2.2. of the first part have hereunto set their hand and seal, the day and year first above written.

Signature, sealed and delivered to me personally

Max E. Valdez (L.S.)

Enolovia P. Valdez (L.S.)

(L.S.)

STATE OF NEW MEXICO, COUNTY OF MORA, ss.

On this 5th day of September, 1934, before me personally appeared Max E. Valdez and his wife Enolovia P. Valdez

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal, the day and year last above written.

(SEAL)

Sebastian Esquivel

My commission expires Dec. 31st, 1935

Notary Public County, N.M.

Exhibit B

221/80

**WARRANTY DEED**

STATE OF NEW MEXICO }  
COUNTY OF MORLA }  
I hereby certify that this instrument was filed for record on the 7 day of AUGUST, A. D. 1956 at 10:13 A.M. and was duly recorded in Book 021 of the records of this county page 80-81

Witness my hand and Seal of Office  
**Joe C. Trujillo**  
County Clerk, Mora Co., N. M.  
**Lucario H. Rishbert** Deputy

Frank L. Trambloy and Josephine G. Trambloy, his wife for consideration paid, grant to Centro del Consejo de Santa Gertrudis de Mora, incorporated under the laws of the State of New Mexico as joint tenants the following described real estate in MORLA County, New Mexico:

A certain lot or parcel of land in the Cordillera, County and State aforesaid, described as follows to wit:

Beginning at the East Boundary line of the Old Morada, which line is 79 feet East from the Old Morada building, thence 160 feet East, thence 200 feet South towards the Cochilla Mountains, thence 160 feet West, thence 200 feet North to the point of beginning.

These measurements must have parties of the first part (Grantors) a 20 foot right of way on the East side of this property towards the Cochilla Mountains.

221/81

The boundaries will be as follows:  
North: Lands of Frank L. Trambloy.  
South: A 20 foot right of way which belongs to the Old Morada.  
East: The 20 foot right of way, also belonging to Frank L. Trambloy.  
West: Property formerly deeded to "La Fraternidad de Nuestro Padre Jesus Nazareno".

It is hereby understood by both parties to this deed that in case the said Centro del Consejo de Santa Gertrudis de Mora should disband and cease to exist, then the above described property will become again the property of the first part and this deed will then become void.

No revenue stamps have been affixed as the consideration is less than 100.00 dollars.

with warranty covenants.  
WITNESS our hands and seals this 21st day of May, 1956

Frank L. Trambloy (Seal)  
Josephine G. Trambloy (Seal)

STATE OF NEW MEXICO }  
County of Mora }  
On this 21st day of May, 1956 before me personally appeared Frank L. Trambloy and Josephine G. Trambloy, known to me to be the persons described in said instrument, and acknowledged that they executed same as their free act and deed.

WITNESS my hand and seal this day and year last above written.

(Seal) Juliette S. Van Binkley  
Notary Public, Mora County, N.M.

My commission expires August 7, 1957

*Handwritten:* Exhibit B  
016-22

WARRANTY DEED

Form 18

Alex Branch Jr. and Marie T. Branch his wife, for consideration paid,  
grant to Frank L. Trembley the following described  
real estate in Mora County, New Mexico:

A certain tract of land situated in Precinct No 18 La Cordillera, of the County of Mora, and bounded as follows to wit:

- On the North by Asequia del Medio:
- On the South by the Summit of the Cebolla Mountains:
- On the East by lands of L. Manchego:
- On the West by lands of Frank C. Trembley (Jr.)

This tract being 101 yards wide from East to West (More or less), and containing Fifty acres more or less, Nineteen irrigated and Thirty-One Grazing land. There is hereby excepted from this deed, a lot on the extreme North-East corner of this tract of land on which grantor has a barn, said lot measuring Ninety-four feet on the West Boundary, Seventy Feet on the East Boundary and One-Hundred-Thirty-Six feet on the southern boundary.

It is further understood between the parties to this deed that the same is subject to the conditions embraced in that certain deed made by Juan Navarro and his wife to the Society known as "Sociedad Piezoza de Nuestro Padre Jesus Nazareno", which said deed is dated Aug. 11th 1908 and recorded Dec. 12, 1908 in Book K. page 610 Mora County Records.

Also deed made by Max R. Valdez and Maclovia P. Valdez his wife, dated June 2, 1934 and recorded Dec. 27th. 1934, in the records of the County Clerk's Office of Mora County, New Mexico in book 6 page 31.



with warranty covenants.

WITNESS our hands and seals this 25th day of July, 1955.

(Seal) Alex. Branch, Jr. (Seal)
(Seal) Marie T. Branch (Seal)

State of New Mexico,
County of Mora ss.

On this 25th day of July, 1955, before me personally appeared
Alex. Branch, Jr., and Marie T. Branch, his wife

to me known to be the person described in and who executed the foregoing instrument, and
acknowledged that they executed the same as their free act and deed.

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

My commission expires August 7, 1957.
Juchette S. Uau Seiklen
Notary Public

STATE OF NEW MEXICO.
County of Mora ss.

I hereby certify that this instrument was filed for record on the 14 day of October, A.D. 1955
at 2:05 p.m. and was duly recorded in Book -016- Page 221
of Warranty Deeds Records, on the 14
day of October, 1955. Witness my hand and seal of office.

Per
County Clerk Deputy

EXHIBIT 17

WARRANTY DEED

Form 18

Robert C. Gaudert, for consideration paid, grant to Frank C. Traubley the following described

real estate in Mora County, New Mexico:

A tract of land in Precinct #18 said land being more or less fifty acres in width (50 acres)

Bounded as follows to wit: On the North by Robert C. Gaudert, On the South by the summit of the mountain, On the East by road that leads to San Marcos de Moravia de San Juan or Frank C. Traubley, On the West by Robert Allen deceased or Successors.

Excepting land as follows: Four hundred feet in length beginning from State Highway No. 3 of Mora County, New Mexico and running in a southerly direction along the length of said land to a point marked by a post or fence.

Fifty percent of the mineral rights are hereby reserved for Jose A. Herrera

with warranty covenants. WITNESS hand and seal this 28 day of June, 1963 (Seal) Robert C. Gaudert (Seal)

State of New Mexico, County of Mora } ss.

On this 28 day of June, 1963, before me personally appeared Robert C. Gaudert to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his act and deed.

WITNESS my hand and official seal the day and year last above written.



WITNESS my hand and official seal the day and year last above written.  
My commission expires November 4, 1964 Benjamin Sanchez  
Notary Public

STATE OF NEW MEXICO,  
County of More } ss.

I hereby certify that this instrument was filed for record on the 17 day of July, A. D., 1963,  
at 9:00 o'clock A. M., and was duly recorded in Book 021 Page 73 of Warranty Deeds Records, on  
the 17th day of July, A. D., 1963 .. Witness my hand and seal of office.

Joe C. Trujillo County Clerk Per Benjamin Sanchez Deputy





**Board of Regents Meeting**  
**Meeting Date: March 14, 2022**  
**Agenda Item Cover Page**

**Agenda Item # D-1**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Ammu Devasthali  
Chair  
Board of Regents

**Agenda Item:** Election of Officers

**Requested Action of the Board of Regents:** Election of Officers of the Board of Regents

**Executive Summary:**

The Board will elect a president, a president pro tem, and a secretary-treasurer. The president and president pro tem shall be referred to as the chair and vice chair of the Board, so as to not be confused with executive administrators. The person elected as secretary-treasurer shall, before entering upon the discharge of the duties, execute a bond to the state of New Mexico, to be approved by the governor of the state, and filed with the secretary of state, as required by statute. [NMSA 1978 §21-7-5 requirement satisfied by the blanket bond provide through the New Mexico Risk Management Division, per NMSA 1978 §10-2-15]

The election of officers will proceed with call for nominations from the floor starting with the chair, followed by the vice chair, and then the secretary-treasurer, consistent with Robert's Rules of Order.

**References:**

RPM 1.02-A (Article 3.2) – Bylaws of the Regents of New Mexico State University

**Prior Approvals:**

N/A