The New Mexico State University Board of Regents will hold a special meeting at 3:30pm on Wednesday, October 23, 2019 at the Regents Room of the Educational Services Building, 1780 East University Avenue Las Cruces, New Mexico. In accordance with the New Mexico Open Meetings Act, this meeting is open to the public.

Please contact the Office of the Board of Regents at 575-646-5997 if you need additional information.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Board of Regents Office 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’ Special Advisor at (575) 646-5997 if a summary or other type of accessible format is needed.

Regents of New Mexico State University
Chair Dina Chacón-Reitzel, Vice Chair Ammu Devasthali, Secretary/Treasurer Luke Sanchez, Debra Hicks

Non-Voting Advisory Members - ASNMSU President Evan Conner, Faculty Senate Chair Becky Corran, Employee Council Chair Sonia White

University Officials - Chancellor Dan E. Arvizu, Ph.D., President John D. Floros, Ph.D., Provost Carol Parker, J.D., Senior Vice President Andrew Burke, Ed.D., General Counsel Roy Collins III, J.D.

AGENDA
The Board of Regents meeting is available by webcast through the link at http://panopto.nmsu.edu/bor/

A. Call to Order, Chairwoman Chacón-Reitzel
   1. Confirmation of Quorum, Chairwoman Chacón-Reitzel
   2. Approval of the Agenda, Chairwoman Chacón-Reitzel
   3. Public Comment, Regents Staff Adam Cavotta

B. Confirmation of Prior Executive Session on October 23, 2019, Chairwoman Chacón-Reitzel

C. Consent Items, Chairwoman Chacón-Reitzel
   1. Approval of Purchase and Sale Agreement for 19,075 sq. ft. of vacant land on Locust Street and Illinois Ave., President & CEO Scott Eschenbrenner
2. **Alamogordo: Exterior Building Renovations (Tays Center Roof and PPD),** *University Architect Heather Watenpaugh*

3. **Ag Science Center Improvements,** *University Architect Heather Watenpaugh*

4. **Carlsbad: Site Improvements,** *University Architect Heather Watenpaugh*

5. **Carlsbad: Learning Assistance Center,** *University Architect Heather Watenpaugh*

6. **Music Building Fire Protection,** *University Architect Heather Watenpaugh*

7. **Alamogordo: Site Improvements and Lighting,** *University Architect Heather Watenpaugh*

8. **Carlsbad: New Roof on Computer Building and Associated Equipment,** *University Architect Heather Watenpaugh*

9. **Selective Building Demolition (Regents Row),** *University Architect Heather Watenpaugh*

10. **Grants: Fidel Hall Renovations,** *University Architect Heather Watenpaugh*

11. **Central Utility Plant Reroof,** *University Architect Heather Watenpaugh*

12. **Doña Ana: East Mesa Campus Main Building Re-roof,** *University Architect Heather Watenpaugh*

13. **Grants: Martinez Hall Renovations,** *University Architect Heather Watenpaugh*

14. **Name Gerald Thomas Hall Room 119, 123 – 125 the Marriot Hospitality Futures Center,** *Interim Vice President Tina Byford*

15. **Name Devasthali Hall Room 109 the Marineau Room** *Interim Vice President Tina Byford*

16. **Name Devasthali Hall Room 118A the Phillip Born Administrative Office,** *Interim Vice President Tina Byford*

17. **Name Devasthali Hall Room 118E the Kathleen Cordova and Nathan Dickerson Art History Office,** *Interim Vice President Tina Byford*

18. **Name Devasthali Hall Room 118F the LightbriDGe Room,** *Interim Vice President Tina Byford*

19. **Name Devasthali Hall Room 229 the Garrey E. and Katherine T Carruthers Study/Resource room,** *Interim Vice President Tina Byford*

20. **Name Devasthali Hall Room 230 the Kenneth Barrick Painting Studio,** *Interim Vice President Tina Byford*

21. **Name Devasthali Hall Room 231 the Billy and Cynthia Garrett Computer Lab,** *Interim Vice President Tina Byford*

22. **NMSU Solar + Storage Project Special Rate Contract,** *Executive Director Wayne Savage*

**D. Action Items**

1. None

**E. Adjournment**, *Chairwoman Chacón-Reitzel*

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**Agenda - Aggie Development, Inc. Annual Membership Meeting**

A. Call to Order

B. Approval of the Agenda

C. Reading and Approval of the Minutes

D. Election of Board Members

E. Adjournment
Item B

Confirmation of Prior Executive Session – October 23, 2019

The Board of Regents met in a closed executive session at 8:00 AM on Wednesday, October 23, 2019 in Hadley Hall, Room 130 on the Las Cruces Campus, 2850 Weddell Street, Las Cruces, New Mexico. The closed executive session meeting was held to discuss the incentive compensation and evaluation for Chancellor Arvizu and President Floros as permitted under the personnel matters exemption the New Mexico Open Meetings Act, NMSA Section 10-15-1, subsection (H)(2).

In addition, the board discussed the Board’s personnel plans for the Board staff position as permitted by NMSA Section 10-15-1, subsection (H)(2) of the Open Meetings Act.

Those board members who were present please certify that only matters of that nature were discussed.

Regent Hicks ___
Regent Chacón-Reitzel ___
Regent Devasthali ___
Regent Sanchez ___
Agenda Item: Approval of Purchase and Sale Agreement for 19,075 sq. ft. of vacant land on Locust Street and Illinois Ave.

Requested Action of the Board of Regents: Motion granting the Chancellor authority to approve and sign all documents necessary to accomplish the sale of real estate to Philippou, LLC on terms in substantially the same form as provided to complete the transaction. Any material changes to the Purchase Agreement will come back to the Board of Regents for approval prior to closing.

Executive Summary: The Regents of New Mexico State University (NMSU) have received a formal offer from Philippou, LLC for the sale of the above referenced real estate for $152,600. At Closing, NMSU will reimburse Philippou $2,600 for closing costs and net $150,000 from the sale.

Within 3 days after the Effective Date, Philippou must deposit $5,000 in Earnest Money with the Title Company, to be held by it in escrow.

The Regents Real Estate Committee recommends approval and that the proceeds will go to ADI for development.

Agenda Item Approved By: Regents Real Estate Committee

Scott Eschenbrenner - Special Assistant to the President

Dan E. Arvizu - Chancellor
Signature Authorization Form

Real Estate Approval Form

<table>
<thead>
<tr>
<th>Date: 10/9/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organization:</strong> Real Estate and Water Development</td>
</tr>
<tr>
<td><strong>Submitted by:</strong> Carolyn Aragon</td>
</tr>
<tr>
<td><strong>Summary of Approval Form:</strong> Approval of the Purchase Agreement for the sale of 19,075 sq. ft. of vacant land on Locust Street and Illinois Ave.</td>
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<thead>
<tr>
<th><strong>Approved By:</strong></th>
<th><strong>Date of Approval</strong></th>
<th><strong>Comments:</strong></th>
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</thead>
<tbody>
<tr>
<td>University General Counsel</td>
<td>Date Approved:</td>
<td></td>
</tr>
<tr>
<td>Signature: [Signature]</td>
<td>10-16-19</td>
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<tr>
<td>Scott Field</td>
<td></td>
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Board of Regents Meeting
Meeting Date: October 23, 2019
Agenda Item Cover Page

☐ Action Item
☒ Consent Item
☐ Informational Item

Presented By: Heather Watenpaugh
University Architect

Agenda Item: Alamogordo: Exterior Building Renovations (Tays Center roof and Physical Plant roof/HVAC)

Requested Action of the Board of Regents: Approval of project for Alamogordo: Exterior Building Renovations.

Executive Summary: Tays Special Events Center roof replacement (for the remaining roof areas that were not replaced from previous roof project) and exterior stucco repairs. Physical Plant Building roof and HVAC/AC units replacements.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

______________________________
Alton Looney
Interim Associate Vice President of Facilities and Services

10/18/19
Date

______________________________
Andrew J. Burke
Senior Vice President for Administration and Finance

10/18/19
Date
Board of Regents

ALAMOGORDO: EXTERIOR BUILDING RENOVATIONS
(TAYS CENTER ROOF AND PHYSICAL PLANT ROOF/HVAC)

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

*Project Budget $1,171,550*

This project includes:

- Tays Special Events Center (292C) – Roof replacement (for the remaining roof areas that were not replaced from previous roof project) and exterior stucco repairs

- Physical Plant Building (292T) – Roof and HVAC/AC units replacements
Proposed Building Demographics

1. Tays Center
   (292C)
   - Year Built: 1996
   - Square Footage: 48,311 SF

2. Physical Plant
   (292T)
   - Year Built: 1985
   - Square Footage: 3,864 SF
Proposed Project Schedule

• Completion of Design – November 2019
• Start of Construction – January 2020
• Completion of Construction – May 2020
Funding Sources and Prior Approvals

Project Funding — $1,171,550

- 2017 Institutional Funds $99,900
- 2019 General Obligation Bonds (2018) $1,000,000

Prior Approval

- N/A
Contact Information

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Thank you!

Questions?
Alamogordo: Exterior Building Renovations

Supplemental Information
Existing Conditions

Existing conditions at Tays Center roof
Existing Conditions

Existing conditions at Physical Plant Building
Agenda Item: Las Cruces: Agricultural Science Center Improvements

Requested Action of the Board of Regents: Approval of project for Agricultural Science Center Improvements

Executive Summary: Renovations/repairs to buildings or infrastructure support services at eleven Agricultural Science Center extensions in locations state-wide.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

Alton Loney
Interim Associate Vice President of Facilities and Services

Andrew J. Burke
Senior Vice President for Administration and Finance
Board of Regents

LAS CRUCES: AG SCIENCE CENTER IMPROVEMENTS

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

*Project Budget $3,150,000*

This project includes:

- Renovations/repairs to buildings or infrastructure support services at eleven Agricultural Science Center extensions in locations state-wide
Proposed Building Demographics

ALCALDE

• Year Built: 1960
• Last Expansion: N/A
• Building Size: 5,982 SF
• Construction Type: Adobe/Frame/Steel
• Future Use: Research
Proposed Building Demographics

ARTESIA

- **Year Built:** 1955
- **Last Expansion:** N/A
- **Building Size:** 3,937 SF
- **Construction Type:** Steel/Frame
- **Future Use:** Research
Proposed Building Demographics

CLAYTON

- **Year Built:** 1978
- **Last Expansion:** N/A
- **Building Size:** 6,455 and 2,830 SF
- **Construction Type:** Steel/Frame
- **Future Use:** Research
Proposed Building Demographics

CLOVIS

• **Year Built:** 1954
• **Last Expansion:** N/A
• **Building Size:** TBD
• **Construction Type:** Steel/Frame
• **Future Use:** Research
Proposed Building Demographics

COLLEGE RANCH

- **Year Built:** 1926
- **Last Expansion:** N/A
- **Building Size:** 1,427 SF
- **Construction Type:** Wood frame/Adobe/Steel
- **Future Use:** Research
Proposed Building Demographics

CORONA
- **Year Built:** 1989
- **Last Expansion:** N/A
- **Building Size:** 2,652 and 994 SF
- **Construction Type:** Wood Frame/Steel
- **Future Use:** Research
Proposed Building Demographics

FARMINGTON

- **Year Built:** 1968
- **Last Expansion:** N/A
- **Building Size:** 5,873 SF
- **Construction Type:** Wood Frame and Greenhouse
- **Future Use:** Research
Proposed Building Demographics

LEYENDECKER

- Year Built: 1968
- Last Expansion: N/A
- Building Size: N/A
- Construction Type: Site Infrastructure
- Future Use: Research
Proposed Building Demographics

LOS LUNAS

- **Year Built:** 1988
- **Last Expansion:** N/A
- **Building Size:** 3,053 SF
- **Construction Type:** Greenhouse/Steel/Frame/CMU
- **Future Use:** Research
Proposed Building Demographics

MORA

- **Year Built:** 1968
- **Last Expansion:** N/A
- **Building Size:** 4,060 and 4,278 SF
- **Construction Type:** Wood Frame and Greenhouse/CMU
- **Future Use:** Research
Proposed Building Demographics

TUCUMCARI

- **Year Built:** 1988
- **Last Expansion:** N/A
- **Building Size:** 924, 2,806 and 4,781 SF
- **Construction Type:** Steel Frame and Wood Frame
- **Future Use:** Research
Proposed Project Schedule

• Completion of Design – January 2020
• Start of Construction – March 2020
• Completion of Construction – July 2021
Funding Sources and Prior Approvals

Project Funding — $3,150,000
• 2020 General Fund – $3,000,000
• 2019 General Fund – $150,000

Prior Approval
• N/A
Contact Information

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Thank you!

Questions?
Las Cruces: Ag Science Center Improvements

Supplemental Information
Facilities Condition Index and Utilization

Asset works Facilities Management System

- Alcalde – Ranges from 21.77% to 54.07%
- Artesia – Ranges from 2.43% to 57.04%
- Clayton – Ranges from 4.28% to 23.11%
- Clovis – Ranges from 11.53% to 43.08%
- Corona – Ranges from .03% to 20.08%
- Farmington – Ranges from 7.97% to 35.92%
- Los Lunas – Ranges from .03% to 17.45%
- Mora – Ranges from 1.11% to 48.03%
- Tucumcari – Ranges from .03% to 16.48%

Ad Astra Scheduling Software Fall 2018
N/A
Board of Regents Meeting  
Meeting Date: October 23, 2019  
Agenda Item Cover Page

☐ Action Item  
☒ Consent Item  
☐ Informational Item

Presented By: Heather Watenpaugh  
University Architect

Agenda Item: Carlsbad: Site Improvements

Requested Action of the Board of Regents: Approval of project for Carlsbad: Site Improvements

Executive Summary: Design and construction for campus-wide drainage system, and sidewalk repair/replacement to include applicable ADA compliance improvements. Reconstruction of parking lots and roadways along with upgrades to parking lot lighting.

References:  
N/A

Prior Approvals:  
N/A

Agenda Item Approved By:

Alton Looney  
Interim Associate Vice President of Facilities and Services

Andrew J. Burke  
Senior Vice President for Administration and Finance

10-18-19  
Date
Board of Regents

CARLSBAD: SITE IMPROVEMENTS

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

Project Budget $1,000,000

This project will provide:

• Design and construction for campus-wide drainage system, and sidewalk repair/replacement to include applicable ADA compliance improvements

• Reconstruction of parking lots and roadways along with upgrades to parking lot lighting
Proposed Building Demographics

- **Year Built:** 1980
- **Last Expansion:** 1996
- **Building Size:** 142,000 GSF
- **Construction Type:** Varies
- **Current Use:** N/A
Proposed Project Schedule

• Completion of Design – November 2019
• Start of Construction – March 2020
• Completion of Construction – June 2020
Funding Sources and Prior Approvals

Project Funding — $1,000,000

• 2019 General Obligation Bonds (2018) – $1,000,000

Prior Approval

• N/A
## Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Alton Looney</td>
<td>Interim AVP</td>
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Thank you!

Questions?
Existing Conditions

Existing roadway and sidewalk
Agenda Item: Carlsbad: Learning Assistance Center

Requested Action of the Board of Regents: Approval of project for Carlsbad: Learning Assistance Center

Executive Summary: This project will provide design and construction to renovate Carlsbad Instructional Building room 253. The improved space will include: all mechanical, electrical and plumbing improvements to meet current code and new furniture for a versatile tutoring and learning environment for students.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

Alton Looney  
Interim Associate Vice President of Facilities and Services  
10-18-19  
Date

Andrew J. Burke  
Senior Vice President for Administration and Finance  
10-18-19  
Date
Board of Regents

CARLSBAD: LEARNING ASSISTANCE CENTER RENOVATION

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

Project Budget $600,000

This project will provide design and construction to renovate Carlsbad Instructional Building (293B), Room 253.

The improved space will include:

- All mechanical, electrical and plumbing improvements to meet current code
- New furniture for a versatile tutoring and learning environment for students
Proposed Building Demographics

- **Year Built**: 1980
- **Last Expansion**: 1996
- **Building Size**: 142,000 GSF
- **Construction Type**: Structural Steel, Stud Framing, Stucco
- **Current Use**: Academic
Proposed Project Schedule

• Completion of Design – November 2019
• Start of Construction – May 2020
• Completion of Construction – July 2020
Funding Sources and Prior Approvals

Project Funding — $600,000
• 2019 General Obligation Bonds (2018) – $600,000

Prior Approval
• N/A
Contact Information

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Thank you!

Questions?
Agenda Item: Las Cruces: Music Building Fire Protection

Requested Action of the Board of Regents: Approval of project for the Las Cruces: Music Building Fire Protection

Executive Summary: Installation of an upgraded new fire alarm and sprinkler system in the Music Building.

References: N/A

Prior Approvals: N/A

Agenda Item Approved By:

Alton Looney
Interim Associate Vice President of Facilities and Services

Andrew J. Burke
Senior Vice President for Administration and Finance
Board of Regents

LAS CRUCES: MUSIC BUILDING
FIRE PROTECTION

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

Project Budget $499,935

This project includes:

• Installation of a upgraded new fire alarm and sprinkler system in the Music Building
Proposed Building Demographics

- **Year Built:** 1983
- **Last Expansion:** N/A
- **Building Size:** 56,772 SF
- **Construction Type:** CMU, Steel Frame
- **Current Use:** Classrooms, Office/Studios, and Rehearsal Rooms
Proposed Project Schedule

• Completion of Design – July 2018
• Start of Construction – December 2019
• Completion of Construction – March 2021
Funding Sources and Prior Approvals

Project Funding — $499,935

• 2020 Building Repair and Renewal – $200,000
• 2018 Building Repair and Renewal – $299,935

Prior Approval

• N/A
Contact Information

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Thank you!

Questions?
Las Cruces: Music Building
Fire Protection

Supplemental Information
Existing Conditions

Existing conditions of outdated fire alarm system components
Agenda Item: Alamogordo: Site Improvements and Lighting

Requested Action of the Board of Regents: Approval of project for Alamogordo: Site Improvements and Lighting

Executive Summary: Upgrade failing servers for fire alarm notifications, security alarm notifications and the NMSU emergency notification system. Upgrade of building security systems. Overall campus safety and security improvements through environmental design. Develop a campus-wide E-Scooter safety study and plan.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

__________________________
Alton Looney
Interim Associate Vice President of Facilities and Services

__________________________
Andrew J. Burke
Senior Vice President for Administration and Finance

10/18/19
Date
Board of Regents

ALAMOGORDO: SITE IMPROVEMENTS AND LIGHTING

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

*Project Budget $825,000*

This project includes:
- Replace large parking lot at Reidlinger Science Center.
- Repair, modify, and add outdoor lighting to enhance visibility and reduce dark spaces throughout the campus.
- Replace old security bollard lighting along the sidewalks throughout the campus.
- Associated infrastructure campus-wide.
Campus Demographics

- **Year Built:** 1958
- **Campus Size:** 640 Acres
- **Building Area:** Campus-wide
- **Construction Type:** Asphalt and lighting
- **Current Use:** Academic
Proposed Project Schedule

• Completion of Design – December 2019
• Start of Construction – March 2020
• Completion of Construction – October 2021
Funding Source

Project Funding — $825,000

• 2018 General Obligation Bonds – $400,000
• 2019 General Funds – $425,000

Prior Approved
N/A
Contact Information

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alooney@nmsu.edu
Thank you!

Questions?
Las Cruces: Alamogordo: Site Improvements and lighting

Supplemental Information
Existing Conditions

Parking Lot at Reidlinger Science Center
Existing Conditions

Exterior campus lighting
Existing Conditions

Exterior campus lighting and parking lot
Agenda Item: Carlsbad: New Roof on Computer Building and Associated Equipment

Requested Action of the Board of Regents: Approval of project for Carlsbad: New Roof on Computer Building and Associated Equipment

Executive Summary: Replacing the synthetic rubber roofing with a new roofing system for the Carlsbad Computer Sciences Building. Providing a lightning protection package and all associated roof equipment.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:
Board of Regents

CARLSBAD: NEW ROOF ON COMPUTER BUILDING AND ASSOCIATED EQUIPMENT

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

Project Budget $750,000

This project includes:

• Replacing the synthetic rubber roofing with a new roofing system for the Carlsbad Computer Sciences Building (293C).

• Providing a lightning protection package and all associated roof equipment.
Proposed Building Demographics

- **Year Built:** 1996
- **Last Expansion:** N/A
- **Building Size:** 14,803 SF
- **Construction Type:** Steel frame
- **Current Use:** Computer classrooms/lab facility
Proposed Project Schedule

- Completion of Design – December 2019
- Start of Construction – April 2020
- Completion of Construction – August 2021
Funding Sources and Prior Approvals

Project Funding — $750,000
2019 General Fund – $750,000

Prior Approval
N/A
Facilities Condition Index and Utilization

Asset works Facilities Management System
11.55% (2018)

Ad Astra Scheduling Software Fall 2018
N/A
Contact Information

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Thank you!

Questions?
Carlsbad: New Roof on Computer Building and Associated Equipment

Supplemental Information
Existing Condition

Existing roof conditions
Agenda Item: Las Cruces: Selective Building Demolition (Regents Row)

Requested Action of the Board of Regents: Approval of project for Las Cruces: Selective Building Demolition (Regents Row)

Executive Summary: Demolition of Regents Row facility, building site asbestos abatement, re-route utility infrastructure to Robert Hall, environmental preservation and site remediation (soil preparation, landscape installation, and seeding).

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

__________________________  
Alton Looney  
Interim Associate Vice President of Facilities and Services  
10-18-19  
Date

__________________________  
Andrew J. Burke  
Senior Vice President for Administration and Finance  
10-18-19  
Date
Board of Regents

LAS CRUCES: SELECTIVE BUILDING DEMOLITION (REGENTS ROW)

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

**Project Budget $1,600,000**

This project includes:

- Demolition of Regents Row (248) facility
- Building site asbestos abatement
- Re-route utility infrastructure to Robert Hall (647)
- Environmental preservation
- Site remediation (soil preparation, landscape installation, and seeding)
Proposed Building Demographics

• **Year Built:** 1962
• **Last Expansion:** N/A
• **Building Size:** 73,260 SF
• **Construction Type:** CMU, Steel Framing
• **Current Use:** Vacant
Proposed Project Schedule

• Completion of Design – December 2019
• Start of Construction – March 2020
• Completion of Construction – October 2021
Funding Sources and Prior Approvals

Project Funding — $1,600,000
2019 General Funds – $1,600,000

Prior Approval
N/A
Facilities Condition Index and Utilization

Asset works Facilities Management System

• 1.3762% (2018) – Regents Row

Ad Astra Scheduling Software Fall 2018

• N/A (Vacant since spring 2017)
Contact Information

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Thank you!

Questions?
Existing Conditions

Existing Facility Regents Row
Agenda Item: Grants: Fidel Hall Renovations

Requested Action of the Board of Regents: Approval of project for Grants: Fidel Hall Renovations

Executive Summary: Building infrastructure, lighting, mechanical, plumbing repairs and upgrades. Restroom/locker room improvements to meet ADA/code compliance.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

———
Alton Looney
Interim Associate Vice President of Facilities and Services
10\-23\-19

———
Andrew J. Burke
Senior Vice President for Administration and Finance
10\-18\-19
Board of Regents

GRANTS: FIDEL HALL RENOVATIONS

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

*Project Budget $880,000*

This project includes:

- Building infrastructure, lighting, mechanical, plumbing repairs and upgrades
- Restroom/locker room improvements to meet ADA/code compliance
Proposed Building Demographics

- **Year Built:** 1965
- **Last Expansion:** N/A
- **Building Size:** 16,178 SF
- **Construction Type:** Steel Frame
- **Current Use:** Classrooms, auditorium/gymnasium, and locker rooms
Proposed Project Schedule

• Completion of Design – November 2019
• Start of Construction – February 2020
• Completion of Construction – October 2021
Funding Sources and Prior Approvals

Project Funding — $880,000
2019 General Fund – $880,000

Prior Approval
N/A
Contact Information

Heather Watenpaugh  
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575.646.1360  
hzw@nmsu.edu

Alton Looney  
Interim AVP  
Facilities and Services  
www.facilities.nmsu.edu  
575.646.2101  
alooney@nmsu.edu
Thank you!

Questions?
Grants: Fidel Hall Renovations

Supplemental Information
Existing Conditions

Men’s restroom showing missing shower fixtures and poor tile condition
Existing Conditions

Broken stall in restroom

Women’s locker room showing broken and missing fixtures
Existing Conditions

Utility closet requires upgrades. Furnace and water heater to be relocated.
Agenda Item: Las Cruces: Central Utility Plant Reroof

Requested Action of the Board of Regents: Approval of project for Las Cruces: Central Utility Plant Reroof.

Executive Summary: Complete reroof of the entire the Charles Strickland Central Utility Plant building.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

Alton Looney
Interim Associate Vice President of Facilities and Services

Andrew J. Burke
Senior Vice President for Administration and Finance
Board of Regents

LAS CRUCES: CENTRAL UTILITY PLANT RE-ROOF

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

*Project Budget $375,000*

This project includes:

- Complete reroof of the entire the Charles Strickland Central Utility Plant (269) building
Proposed Building Demographics

- **Year Built:** 1966
- **Last Expansion:** N/A
- **Building Size:** 21,071 SF
- **Construction Type:** CMU, Steel and Concrete Framing
- **Current Use:** Utility Plant
Proposed Project Schedule

• Completion of Design – December 2019
• Start of Construction – March 2020
• Completion of Construction – July 2021
Funding Sources and Prior Approvals

Project Funding — $375,000
• 2020 Building Repair and Renewal – $375,000

Prior Approval
• N/A
## Contact Information

<table>
<thead>
<tr>
<th>Heather Watenpaugh</th>
<th>Alton Looney</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Architect</td>
<td>Interim AVP</td>
</tr>
<tr>
<td>Facilities and Services</td>
<td>Facilities and Services</td>
</tr>
<tr>
<td><a href="http://www.facilities.nmsu.edu">www.facilities.nmsu.edu</a></td>
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</tr>
<tr>
<td><a href="mailto:hzw@nmsu.edu">hzw@nmsu.edu</a></td>
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</tr>
</tbody>
</table>
Thank you!

Questions?
Las Cruces: Central Utility Plant Re-roof

Supplemental Information
Existing Conditions

Existing roof conditions
Existing Conditions

Existing roof conditions
Board of Regents Meeting  
Meeting Date: October 23, 2019  
Agenda Item Cover Page  

☐ Action Item  
☒ Consent Item  
☐ Informational Item  

Presented By: Heather Watenpaugh, University Architect  

Agenda Item: Dona Ana: East Mesa Campus Main Building Reroof  

Requested Action of the Board of Regents: Approval of project for Dona Ana: East Mesa Campus Main Building Reroof.  

Executive Summary: Removing all existing roofing materials and installation of all new roofing materials for DACC East Mesa Main Building.  

References:  
N/A  

Prior Approvals:  
N/A  

Agenda Item Approved By:  

__________________________  
Alton Looney  
Interim Associate Vice President of Facilities and Services  

10-18-19  
Date  

__________________________  
Andrew J. Burke  
Senior Vice President for Administration and Finance  

10.18.19  
Date
Board of Regents

DONA ANA: EAST MESA CAMPUS MAIN BUILDING RE-ROOF

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

*Project Budget $900,000*

This project includes:

- Removing all existing roofing materials and installation of all new roofing materials for DACC East Mesa Main Building (591)
Proposed Building Demographics

- **Year Built:** 2003
- **Last Expansion:** 2012
- **Building Size:** 48,997 SF
- **Construction Type:** Metal
- **Current Use:** Offices and Classrooms
Proposed Project Schedule

• Completion of Design – October 2019
• Start of Construction – January 2020
• Completion of Construction – April 2020
Funding Sources and Prior Approvals

Project Funding — $900,000
  • 2019 General Obligation Bond (2018)-$900,000

Prior Approval
  • N/A
Contact Information

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Thank you!

Questions?
Dona Ana: East Mesa Campus
Main Building Re-roof

Supplemental Information
Utilization

![Astra Schedule Utilization Chart]

<table>
<thead>
<tr>
<th>Building Room</th>
<th>Room Type</th>
<th>Room Nr.</th>
<th>Room Hr.</th>
<th>Room Hr. Util.</th>
<th>Room Capacity</th>
<th>Enrollment/Max Enrollment</th>
<th>Fill Ratio Actual Over</th>
<th>Fill Ratio Max Over</th>
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<tbody>
<tr>
<td>DA East Mesa Main</td>
<td>Classroom - Comp</td>
<td>1005</td>
<td>10.53</td>
<td>15.46%</td>
<td>20.00</td>
<td>22.48 / 23.68</td>
<td>112.42%</td>
<td>118.40%</td>
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<tr>
<td>1015</td>
<td>Lab - Computer M2</td>
<td>0.22</td>
<td>12.18%</td>
<td>20.00</td>
<td>19.95 / 20.00</td>
<td>99.75%</td>
<td>100.00%</td>
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<tr>
<td>117</td>
<td>Classroom</td>
<td>16.24</td>
<td>24.21%</td>
<td>24.00</td>
<td>21.40 / 23.51</td>
<td>95.17%</td>
<td>97.94%</td>
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</tr>
<tr>
<td>201</td>
<td>Lab - Comm Ed C</td>
<td>19.13</td>
<td>22.52%</td>
<td>20.00</td>
<td>19.81 / 19.62</td>
<td>99.04%</td>
<td>98.09%</td>
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<tr>
<td>214</td>
<td>Lab - Networking C</td>
<td>21.61</td>
<td>23.71%</td>
<td>20.00</td>
<td>15.06 / 20.00</td>
<td>75.41%</td>
<td>100.00%</td>
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<tr>
<td>216</td>
<td>Lab - Computer C1</td>
<td>17.91</td>
<td>26.23%</td>
<td>20.00</td>
<td>15.22 / 23.14</td>
<td>78.10%</td>
<td>115.71%</td>
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<tr>
<td>219</td>
<td>Classroom - Comp</td>
<td>19.88</td>
<td>23.52%</td>
<td>20.00</td>
<td>16.25 / 20.25</td>
<td>81.24%</td>
<td>101.26%</td>
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<tr>
<td>220</td>
<td>Classroom - Comp</td>
<td>13.93</td>
<td>20.66%</td>
<td>20.00</td>
<td>17.23 / 22.49</td>
<td>85.17%</td>
<td>112.47%</td>
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</tr>
<tr>
<td>221</td>
<td>Classroom</td>
<td>20.66</td>
<td>20.60%</td>
<td>20.00</td>
<td>19.69 / 24.00</td>
<td>85.62%</td>
<td>80.00%</td>
<td></td>
</tr>
<tr>
<td>222</td>
<td>Classroom</td>
<td>21.97</td>
<td>32.55%</td>
<td>30.00</td>
<td>22.06 / 24.03</td>
<td>73.60%</td>
<td>80.50%</td>
<td></td>
</tr>
</tbody>
</table>

DA East Mesa Main 10 rooms:
- Room Hr. Util: 24.07%
- Room Capacity: 23.03
- Enrollment: 18.73 / 22.20
- Fill Ratio Actual: 81.35%
- Fill Ratio Max: 96.42%
Facilities Condition Index and Utilization

Asset works Facilities Management System
- 0.0007% (2014)
- 0.000721% (2018)

Ad Astra Scheduling Software Fall 2018
- 67.5 hour week
- Room Hour Utility – N/A
- Fill Ratio Actual Enrollment – 81.35%
Existing Conditions

Existing roof conditions with failing TPO roofing
Existing Conditions

Existing roof conditions with failing standing seam metal roof system
Agenda Item: Grants: Martinez Hall Renovations

Requested Action of the Board of Regents: Approval of project for Grants: Martinez Hall Renovations

Executive Summary: This project will improve the Grants campus Walter Martinez Hall to include: roof replacement on center section, HVAC upgrade and repair, restroom renovations for ADA/code compliance and upgrade fire alarm system.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

Alton Ldney
Interim Associate Vice President of Facilities and Services

Andrew J. Burke
Senior Vice President for Administration and Finance

Date: 10/8/19
Board of Regents

GRANTS: MARTINEZ HALL RENOVATIONS

Heather Watenpaugh
University Architect

Alton Looney
Interim Associate Vice President Facilities and Services

Facilities and Services

BE BOLD. Shape the Future.
Proposed Scope of Work

Project Budget $1,500,000

This project will improve the Grants campus Walter Martinez Hall (315Q) to include:

• Roof replacement on center section
• HVAC upgrade and repair
• Restroom renovations for ADA/code compliance
• Upgrade fire alarm system
Proposed Building Demographics

- **Year Built:** 1977
- **Last Expansion:** 2017
- **Building Size:** 85,372 GSF
- **Construction Type:** Concrete, CMU Block, Metal Studs and Steel Joists
- **Current Use:** Academic Programs
Proposed Project Schedule

• Completion of Design – December 2019
• Start of Construction – January 2020
• Completion of Construction – April 2020
Funding Sources and Prior Approvals

Project Funding — $1,500,000

• 2019 General Obligation Bond Funds (2018)—$1,500,000

Prior Approval

• N/A
Contact Information

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Thank you!

Questions?
Grants: Martinez Hall Renovations

Supplemental Information
Existing conditions showing the roofing and leaks to interior spaces
Agenda Item: Name Gerald Thomas Hall Room 119, 123 – 125 the Marriott Hospitality Futures Center

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: The School of Hotel, Restaurant and Tourism Management has been approved for a grant to establish the Marriott Hospitality Futures Center (HFC) in Gerald Thomas Hall, Building. This will address the challenge of increasing SHRTM enrollment and graduating hospitality talent. The HFC will be a designated area for recruiting and professional development that meets industry standards for functionality, technology, and design that give realistic views of the hospitality industry, opportunities, and career paths.

References: Please see attached memo.

Prior Approvals: Approved by Naming Committee and University Administrative Council on September 10, 2019.
MEMORANDUM

Date: June 25, 2019

To: Tina Byford, Interim Vice President for University Advancement, Chief Operating Officer, NMSU Foundation

From: Rolando A. Flores, Dean of the College of Agricultural, Consumer and Environmental Sciences

Subject: Request for Naming Opportunity for Gerald Thomas Hall, Building 244, rooms 119, 123-125, 770 sqft in area, as the Marriott Hospitality Futures Center

The School of Hotel, Restaurant and Tourism Management has been approved for a grant to establish the Marriott Hospitality Futures Center (HFC) in Gerald Thomas Hall, Building 244, Rms 119, 123-125. The HFC and program coordinator will address the challenge of increasing SHRTM enrollment and graduating hospitality talent. The HFC will be a designated area for recruiting and professional development that meets industry standards for functionality, technology, and design. The HFC program will: educate high school students, teachers, guidance counselors and community college students about careers in hospitality; design and present career development programs that give realistic views of the hospitality industry, opportunities, and career paths; increase the number of students graduating with a BS in HRTM, and; focus on professional development opportunities for students.

Due to the size of the grant and the inclusion of renovation of the current School of HRTM offices to house the HFC, the Marriott Foundation trustees have requested a naming opportunity for the HFC be included in the grant contract. The College of ACES asks that the NMSU Foundation Naming Committee consider this request. The budget for the grant including the renovation of the HRTM office space to house the HFC and appropriate signage is attached.

The ACES College is an engine for economic and community development in New Mexico, improving the lives of New Mexicans through academic, research, and Extension programs.
Agenda Item: Name Devasthali Hall Room 109 the Marineau Room

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: The University Art Museum and Department of Art propose to name Room 109 on the first floor of the Museum Wing in the new Devasthali Hall after one of our long-time champions, Julie Marineau. Ms. Marineau was a volunteer for the NMSU Art Gallery for many years in different capacities. Though retired from her volunteer role, she still supports the NSMU Art Gallery both through gifts and with her presence to this day.

References:
Please see attached memo.

Prior Approvals:
Approved by Naming Committee and University Administrative Council on September 10, 2019.
Memorandum

Date: August 30, 2019

To: Tina Byford, Interim Vice President, NMSU Foundation Chair, NMSU Naming Committee

Through: Enrico Pontelli, Dean, College of Arts and Sciences

From: Marisa Sage, Director, University Art Museum

Re: Proposed naming of Devasthali Hall, Building 657. Room 109, 109 sqft in area, as the Marineau Room

The University Art Museum and Department of Art propose to name Room 109 on the first floor of the Museum Wing in the new Devasthali Hall after one of our long-time champions, Julie Marineau. We propose to name this room the "Marineau Room".

In 1988, Julie and her late husband retired to Las Cruces from Milwaukee. After a career in computers, Julie thought it would be fun to volunteer in a gallery or a museum. Julie began attending the openings at the NMSU Art Gallery; one night, Karen Mobley, who was the gallery director at the time, introduced herself to Julie. Julie asked Karen if she had any use for a volunteer. It turns out Karen had a great need, and that is how Julie became the Wednesday afternoon volunteer.

Julie’s first job at the NMSU Art Gallery was to help with the inventory of the permanent collection. She loved it. She learned a great deal about art from Karen Mobley, who Julie recalls being so patient with all her questions. Once the inventory was done, Karen and Julie found various other jobs—Julie wrote thank you notes, installed exhibitions, and acted as a docent for exhibitions. Julie fondly recalls, “the job I enjoyed the most was when Karen would give me a list of artists to research and send me over to library to pull articles from art magazines about them. That was in the days before Google. I even wrote information labels for a small sculpture show she put together.” Over the years, Julie became the unofficial volunteer membership coordinator for the Friends of the Gallery and acted as Treasurer. Julie would process the contributions, update the membership database and keep all the records for the Friends. Julie retired from her volunteer role with the NMSU Art Gallery in 2009, but she says “I still love the gallery and am very excited about the new art building.” Julie supports the NMSU Art Gallery both through gifts and with her presence to this day, and with this naming we ensure that she is as integral to our future as she has been to our past.

The following guidelines have been used to determine the thresholds proposed: Other Offices up to 300. The Gallery Office is on the first floor in the Museum Wing in Devasthali Hall. It is 109 SF. Their gift is in accordance with the approved thresholds defined by the Naming committee July 8, 2016. These guidelines follow the naming regulation criteria as noted in the section F.3 of the Administrative Rules and Procedures of NMSU.
Agenda Item: Name Devasthali Hall Room 118A the Phillip Born Administrative Office

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: Dr. Born opened his private dentistry practice, Dental Associates, in Las Cruces in 1983. He has been an active partner with NMSU, supporting several initiatives across campus, including the Williams Hall Renovation Fund, now Devasthali Hall. Locally, He has served on the Board of Directors for the Dona Ana County Humane Society; and as a supporter of the YWCA. Dr. Born is well known as an avid collector of art and has been a longtime advocate for the artists of Southern New Mexico.

References:
Please see attached memo.

Prior Approvals:
Approved by Naming Committee and University Administrative Council on September 10, 2019.
MEMORANDUM

To: Tina Byford, Interim Vice President, NMSU Foundation

Through: Enrico Pontelli, Dean, College of Arts and Sciences

From: Julia Barello, Academic Head, Art

Date: 2 September 2019

Re: Proposed Naming of Devasthali Hall, Building 657, Room 118A, 108 sqft in area as The Phillip Born Administrative Office

The Department of Art proposes the naming of the Devasthali Hall Departmental Administrative Office, Room 118A in honor of Dr. Phillip E. Born Jr. of Las Cruces.

Dr. Born opened his private dentistry practice, Dental Associates in Las Cruces in 1983 after serving five years in the United States Army and completing an internship at the University of Nebraska Medical Center – Children’s Hospital. He has been an active partner with NMSU, supporting initiatives including The College of Arts and Sciences, Athletics, The College of Agricultural, Consumer and Environmental Sciences, KRWG, Dona Ana Community College and the Williams Hall Renovation, now Devasthali Hall. Locally, Dr. Born has served on the Board of Directors for the Dona Ana County Humane Society; and as a supporter of the YWCA. He is well known as an avid collector of art and has been a longtime advocate for the artists of Southern New Mexico. Dr. Born is a fellow of the American Institute of Oral Biology, a Member of the American Dental Association, the Academy of General Dentistry, the New Mexico Dental Association as well as numerous other professional organizations.

In accordance with NMSU Administrative Rules and Procedures 18.10 and the gift is in accordance with the approved thresholds defined by the Naming committee on July 8, 2016, I am respectfully requesting approval for the naming of Room 118A, as the The Dr. Phillip Born Administrative Office.
Agenda Item: Name Devasthali Hall Room 118E the Kathleen Cordova and Nathan Dickerson Art History Office

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: Both Dr. Kathleen Cordova and Dr. Nathan Dickerson built their dental practices in Las Cruces and served the Las Cruces community for nearly 25 years. Drs. Cordova and Dickerson have a deep and lasting relationship of support for New Mexico State University and have given extensively to several departments on campus and, most recently, to the Williams Hall Renovation Fund, now Devasthali Hall.

References:
Please see attached memo.

Prior Approvals:
Approved by Naming Committee and University Administrative Council on September 10, 2019.
MEMORANDUM

Date: September 3, 2019

To: Tina Byford, Interim Vice President, NMSU Foundation
Chair, NMSU Naming Committee

Through: Enrico Pontelli, Dean, College of Arts and Sciences

From: Julia Barella, Academic Head, Department of Art

Re: Proposed naming of Devasthali Hall, Building 657, Room 118E, 125 sqft in area, as the Kathleen Cordova and Nathan Dickerson Art History Office

The Department of Art and University Art Museum proposes to name Room 118E on the first floor of the Academic Wing in the new Devasthali Hall after the family of Drs. Kathleen Cordova and Nathan Dickerson. We propose to name this room the “Kathleen Cordova and Nathan Dickerson Art History Office”.

Kathleen Cordova obtained her BS, in Biology from New Mexico State University in 1980 and her DDS in 1983 from Texas A&M University, Baylor College of Dentistry in Dallas, Texas. Nathan Dickerson received his DDS in 1978 from the University of Texas, Health Science Center of Houston and went on to become a trusted oral & maxillofacial surgical specialist in Las Cruces, NM. Both Cordova and Dickerson built their dental practices in Las Cruces and served the Las Cruces community for nearly 25 years. Drs. Cordova and Dickerson have a deep and lasting relationship of support for New Mexico State University and have given extensively to Agricultural, Consumer and Environmental Sciences, Athletics, KRWG and most recently to the Williams Hall Renovation Fund.

Both the University Art Museum and the Department of Art are proud to recognize the support of this family by following the guidelines that have been used to determine the thresholds proposed: Other Offices up to 300 SF: to name The Art History Office 118E on the first floor in the Administrative Wing in Devasthali Hall. It is 122 SF. Their gift is in accordance with the approved thresholds defined by the Naming committee July 8, 2016. These guidelines follow the naming regulation criteria as noted in the section F.3 of the Administrative Rules and Procedures of NMSU.
Agenda Item: Name Devasthali Hall Room 118F the LightbriDGe Room

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: Sharbani Das Gupta and Sanjay Lahiri moved from India to the United States in 2000. They have made their home in Las Cruces after falling in love with the light and beauty of the state. It is the belief of the Das Gupta and Lahiri family that art, in all its forms, helps us understand our common humanity; is a source of beauty and a path to wisdom. Das Gupta and Lahiri have contributed extensively to the University Art Gallery since arriving in Las Cruces, Das Gupta has been a member of the Friends of the University Art Gallery Board and has shown her work in the University Art Gallery.

References:
Please see attached memo.

Prior Approvals:
Approved by Naming Committee and University Administrative Council on September 10, 2019.
College of Arts and Sciences  
University Art Museum  
MSC 3572  
New Mexico State University  
P.O. Box 30001  
Las Cruces, NM 88003-8001  
575-646-2545; fax 575-646-8036  
artglry@nmsu.edu  
UAG.NMSU.EDU

MEMORANDUM

Date: August 30, 2019

To: Tina Byford, Interim Vice President, NMSU Foundation  
Chair, NMSU Naming Committee

Through: Enrico Pontelli, Dean, College of Arts and Sciences  
Marisa Sage, Director, University Art Museum

From:

Re: Proposed naming of Devasthali Hall, Building 657, Room 118F, 125 sqft in area, as the Lightweight Room

The Department of Art and University Art Museum proposes to name Room 118F on the first floor of the Academic Wing in the new Devasthali Hall after the family of Sharbani Das Gupta and Sanjay Lahiri. We propose to name this room the “LightbriDGe Room”.

Sharbani Das Gupta and Sanjay Lahiri made the move from India to the United States in 2000. With their young son in tow, they settled into a new home in Albuquerque where Dr. Lahiri revised his Indian pathology degrees with a residency and fellowship at the University Hospital of New Mexico. Sharbani Das Gupta had a graduate degree in Visual Communications from the National Institute of Design in India, followed by a two-year apprenticeship in wood-fired ceramics in Pondicherry. In Albuquerque she attended a unique Japanese porcelain class at UNM. Aside from a year in Houston, where Dr. Lahiri had a fellowship at the MD Anderson Cancer Center and Sharbani was an artist-in-residence at the Houston Center for Contemporary Arts, they have settled into New Mexico, adding a daughter to their family, forming lifelong friendships and falling in love with the light and beauty of the state.

It is the belief of the Das Gupta and Lahiri family that art, in all its forms helps us understand our common humanity; is a source of beauty and a path to wisdom. Das Gupta and Lahiri have contributed extensively to the University Art Gallery since arriving in Las Cruces, Das Gupta has been a member of the Friends of the University Art Gallery Board and has shown her work in the University Art Gallery.

Both the University Art Museum and the Department of Art are proud to recognize the support of this family by following the guidelines that have been used to determine the thresholds proposed: Other Offices up to 300: to name The Art History Office 118F on the first floor in the Administrative Wing in Devasthali Hall. It is 122 SF. Their gift is in accordance with the approved thresholds defined by the Naming committee July 8, 2016. These guidelines follow the naming regulation criteria as noted in the section F.3 of the Administrative Rules and Procedures of NMSU.
Agenda Item: Name Devasthali Hall Room 229 the Garrey E. and Katherine T Carruthers Study/Resource room

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: The 27th Governor of The State of New Mexico, Garrey Carruthers became Dean of the College of Business at NMSU in 2003. In 2013 he was selected to lead the University as Chancellor. It was during this time that he collaborated with Ammu Devasthali on moving a new art building to the front of the capital outlay appropriations docket, selling the idea to the legislators, and campaigning for it's passage to the voters of our state in 2016. Kathy Carruthers has been a consistent supporter of art and the creative economy of New Mexico. As first Lady, Kathy started the Governor's Art Gallery in the Capitol Building in Santa Fe. She hired the first curator there who was responsible for featuring outstanding artists from New Mexico through rotating exhibitions at the Capital. Her groundwork efforts led to an exceptional collection of New Mexican artists represented at our capital. Garrey and Kathy have been long-time supporters of NMSU, and without their support, Devasthali Hall would not be on the NMSU Campus today.

References:
Please see attached memo.

Prior Approvals:
Approved by Naming Committee and University Administrative Council on September 10, 2019.
MEMORANDUM

To: Tina Byford, Interim Vice President, NMSU Foundation

Through: Enrico Pontelli, Dean, College of Arts and Sciences

From: Julia Barello, Academic Head, Art

Date: 2 September 2019

Re: Proposed Naming of Devasthali Hall, Building 657, Room 229, 243 sq ft in area, as the Garrey E. and Katherine T. Carruthers Study/Resource Room

The Department of Art proposes the naming of the Devasthali Hall Study/Resource Room, 229 after Garrey E. and Katherine T. Carruthers, long time investors in the successes of New Mexico State University.

The 27th Governor of The State of New Mexico, Garrey Carruthers became Dean of the College of Business at NMSU in 2003. In 2013 he was selected to lead the University as Chancellor. It was during this time that he collaborated with Ammu Devasthali on moving a new art building to the front of the capital outlay appropriations docket, selling the idea to the legislators, and campaigning for it’s passage to the voters of our state in 2016.

Kathy Carruthers has been a consistent supporter of art and the creative economy of New Mexico. As first Lady, Kathy started the Governor’s Art Gallery in the Capitol Building in Santa Fe. She hired the first curator there who was responsible for featuring outstanding artists from New Mexico through rotating exhibitions at the Capital. Her groundwork efforts led to an exceptional collection of New Mexican artists represented at our capital.

Garrey and Kathy have been long time supporters of NMSU, making targeted real estate investments, funding a Chair in Economic Development and two endowed scholarships, one in Agricultural Economics and Agricultural Business and another in Hotel, Restaurant and Tourism Management named in Kathy’s honor.

Without the support of Garrey and Kathy Carruthers, Devasthali Hall would not be on the NMSU Campus today. Because of their pivotal role in this accomplishment as well as in accordance with approved thresholds for naming, and their gift is in accordance with the approved thresholds defined by the Naming committee July 8, 2016, I respectfully propose the Garrey E. and Katherine T. Carruthers Study/Resource Room 229.
Agenda Item: Name Devasthali Hall Room 230 the Kenneth Barrick Painting Studio

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: Kenneth Barrick (1913 - 2007) taught in the NMSU Department of Art for 34 years, retiring in 1984. Known as an educator and artist, he pioneered mural painting as well as paint technologies on both the Main and Dona Ana campuses. His work focused upon historical, scientific, and cultural themes, and he constructed the murals in modular forms in his studio for installation upon completion. Barrick left behind a strong visual legacy on the campus of NMSU, including murals in Hadley Hall (1958); the former Jacobs Hall Music Building (1962), the Chemistry Building (1962); Corbett Center (1973) and Guthrie Hall (1978). Barrick's work is featured in the State Capital art collection, the NMSU University Art Museum, and the Taylor-Barela-Reynolds-Mesilla Historic Site. Professor Barrick educated many students who continue to speak of his inspirational work as an artist and his skill as an educator. His influence as both an artist and educator has had a lasting impact both on and off campus.

References: Please see attached memo.

Prior Approvals: Approved by Naming Committee and University Administrative Council on September 10, 2019.
MEMORANDUM

To: Tina Byford, Interim Vice President, NMSU Foundation Chair, NMSU Naming Committee

Through: Enrico Pontelli, Dean, College of Arts and Sciences

From: Julia Barello, Academic Head, Art

Date: 2 September 2019

Re: Proposed Naming of Devasthali Hall, Building 657, Room 230, 1654 sqft in area, as the Kenneth Barrick Painting Studio

The Department of Art proposes the naming of Devasthali Hall, Room 230, Painting Studio after Kenneth Barrick, a notable regional mural painter and Department of Art emeritus faculty member.

Kenneth Barrick (1913 – 2007) taught in the NMSU Department of Art for 34 years, retiring in 1984. Known as an educator and artist, he pioneered mural painting as well as paint technologies on both the Main and Dona Ana campuses. His work focused upon historical, scientific and cultural themes, and he constructed the murals in modular forms in his studio for installation upon completion. Barrick left behind a strong visual legacy on the campus of NMSU, including murals in Hadley Hall (1958); the former Jacobs Hall Music Building (1962), the Chemistry Building (1962); Corbett Center (1973) and Guthrie Hall (1978). Barrick’s work is featured in the State Capital art collection; the NMSU University Art Museum and the Taylor-Barela-Reynolds-Mesilla Historic Site. Professor Barrick educated many students who continue to speak of his inspirational work as an artist and his skill as an educator. His influence as both an artist and educator has had a lasting impact both on and off campus.

In alignment with NMSU Administrative Rule and Procedures 18.10, Ken Barrick’s daughters, Barb Edmunds and Kay Rickett’s contributed to the construction of Devasthali Hall with the understanding that a naming opportunity would be put before the Regent’s for evaluation, and potential approval. Their gift is in accordance with the approved thresholds defined by the Naming committee July 8, 2016. I respectfully request approval of this proposed naming of Room 230 as the Kenneth Barrick Painting Studio.
Agenda Item: Name Devasthali Hall Room 231 the Billy and Cynthia Garrett Computer Lab

Requested Action of the Board of Regents: Approval of naming request.

Executive Summary: A third-generation New Mexican, Billy G. Garrett is the son of Edgar and Nancy Garrett, both long-time educators in Las Cruces. The Billy and Cynthia Garrett retired in 2009 and settled outside of Mesilla. Billy has served on the Dona Ana County Board of Commissioners. Cynthia founded Friends of the Taylor of Family Monument, a non-profit organization dedicated to the preservation and interpretation of the Mesilla Historic Site. Billy is currently serving as the interim Director of the New Mexico History Museum in Santa Fe, New Mexico.

References:
Please see attached memo.

Prior Approvals:
Approved by Naming Committee and University Administrative Council on September 10, 2019.
To: Tina Byford, Interim Vice President, NMSU Foundation

Through: Pontelli, Dean, College of Arts and Sciences

From: Julia Barello, Academic Head, Art

Date: 2 September 2019

Re: Proposed Naming of Devasthali Hall, Building 657, room 231, 717 sqft in area, as The Billy and Cynthia Garrett Computer Lab

The Department of Art proposes the naming of Devasthali Hall, Computer Lab, Room 231 in honor of Billy and Cynthia Garrett, notable supporter of the arts in the Mesilla Valley.

A third generation New Mexican, Billy G. Garrett is the son of Edgar and Nancy Garrett, both long-time educators in Las Cruces. He holds degrees in architecture and anthropology from Arizona State University, and in 1983 began a 26-year career with the National Park Service. A native of New York, Cynthia holds a Bachelor of Arts degree from Barnard College and a Master of Urban and Regional Planning degree from George Washington University. Her 30-year career with NPS began in 1979. Cynthia’s last position was as Superintendent of the Statue of Liberty National Monument and Ellis. The Garretts retired in 2009 and settled outside of Mesilla.

Billy was elected to the Doña Ana County Board of Commissioners in 2010 and 2014, and served as Chair of the Commission from the fall of 2013 to January 2016. In 2010 Cynthia founded Friends of the Taylor Family Monument, a non-profit organization dedicated to the preservation and interpretation of the Mesilla Historic Site. For six years she also served as board president of the Las Cruces Symphony Association, a non-profit that supports the Las Cruces Symphony Orchestra at NMSU.

Billy Garrett is currently serving as the interim Director of the New Mexico History Museum in Santa Fe, New Mexico.

In alignment with NMSU Administrative Rules and Procedures 18.10, I proposed the naming of Devasthali Hall, Room 231, The Billy and Cynthia Garrett Computer Lab. Their gift for the construction of Devasthali Hall conforms with the giving thresholds approved on July 8, 2016.
Agenda Item: NMSU Solar + Storage Project Special Rate Contract

Requested Action of the Board of Regents: Motion granting the Chancellor authority to approve and sign Special Rate Agreement between El Paso Electric Company and the Regents of New Mexico State University on terms and in substantially the same form as provided. Material changes to the Special Rate Agreement, if any, will be brought back to the Board of Regents for approval prior to signature.

Executive Summary:
NMSU desires to advance its renewable energy goals, and has requested EPE to supply a portion of NMSU’s electric utility load with renewable energy, specifically solar energy, and storage as well as to provide NMSU’s students and faculty with research and educational opportunities through a solar photovoltaic generation and battery facility to be located within Arrowhead Park on NMSU’s main campus in Las Cruces, New Mexico. The Special Rate Agreement defines the terms under which NMSU will purchase energy generated by the project. The project is expected to be net cost neutral or positive to NMSU over its thirty-year term.

References:
N/A

Prior Approvals:
N/A

Agenda Item Approved By:

Dan E. Arvizu, Ph.D.
Chancellor

Date
10/21/19
Special Rate Contract
Between
El Paso Electric Company
and
The Regents of New Mexico State University
dated as of
October ___, 2019
Special Rate Contract

Between

El Paso Electric Company

and

The Regents of New Mexico State University

dated as of

October ___, 2019

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LIST OF EXHIBITS

Exhibit A: Retail Electric Service
Attachment 1 Term Net Present Value
Attachment 2 Rate 26
Exhibit B Cancellation Schedule
Exhibit C NMSU Certificate of Coverage
SPECIAL RATE CONTRACT
BETWEEN
EL PASO ELECTRIC COMPANY
AND
THE RECAPENTS OF NEW MEXICO STATE UNIVERSITY

This Agreement is entered into as of the Effective Date by and between EPE and NMSU.

RECITALS

WHEREAS, EPE is a public utility and provides retail electric service within the geographic area of the State of New Mexico in which NMSU is located, and desires to retain NMSU’s load;

WHEREAS, EPE is authorized, pursuant to the Public Utility Act, NMSA § 62-6-16 and the Final Orders in NMPRC Case Nos. 09-00171-UT and 15-00185-UT to enter into special contracts with customers and contracts for load retention of retail electric service pursuant to EPE’s Sixth Revised Rate No. 30, Load Retention Rate;

WHEREAS, NMSU is an existing retail customer of EPE, and operates its main campus facilities that are connected to EPE’s retail distribution system in Las Cruces, New Mexico;

WHEREAS, NMSU desires to advance its renewable energy goals, and has requested EPE to supply a portion of NMSU’s electric utility load with renewable energy and storage as well as to provide NMSU’s students and faculty with research and educational opportunities through a solar PV generation and battery facility to be located within Arrowhead Park on NMSU’s main campus in Las Cruces, New Mexico;

WHEREAS, NMSU has informed EPE of its renewable energy objectives and that, but for agreement with EPE to provide such service, NMSU will obtain the desired service from a third party;

WHEREAS, EPE desires to retain NMSU’s load and increase the amount of renewable energy on its system while at the same time gaining further experience with operating and maintaining solar and energy storage technology;

WHEREAS, in response to NMSU’s request, EPE desires to develop, finance, construct, own, operate, and maintain the Project;

WHEREAS, EPE and NMSU desire that the rate agreed to in this Agreement be designed and calculated so that (1) no other customers of EPE are charged for any costs associated with the Project; (2) the rate that NMSU will pay for electric utility service from EPE is sufficient to cover EPE’s cost of serving NMSU; and (3) the Project is expected to be net cost neutral or positive to NMSU over the Term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, EPE and NMSU hereby agree as follows:
ARTICLE 1. RULES OF CONSTRUCTION, INTERPRETATION, DEFINITIONS.

1.1. Rules of Construction.

Capitalized terms in the Agreement, including as defined in this Article 1, will have the meanings set forth herein whenever the terms appear in the Agreement, whether in the singular or the plural or in the present or past tense. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of construction will apply:

1.1.01 References to “Articles,” “Sections,” or “Exhibits” will be to articles, sections, or exhibits of the Agreement.

1.1.02 The Exhibits attached hereto are incorporated in and are intended to be a part of the Agreement; provided, that, in the event of a conflict between the terms of any Exhibit or Schedule and the terms of the Agreement, the terms of the Agreement will control.

1.1.03 The Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of the Agreement, and none of the provisions hereof will be construed against one Party on the ground that such Party is the author of the Agreement or any part hereof.

1.1.04 The Parties will act in a commercially reasonable manner and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless and except as expressly provided otherwise in the Agreement, wherever the Agreement gives a Party a right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be commercially reasonable. References herein to any Applicable Law will, except as otherwise specified, mean such Applicable Law as amended and in effect from time to time, including any successor to or replacement of such Applicable Law.

1.1.05 Use of the words “include” or “including” or similar words will be interpreted as “include without limitation” or “including, without limitation.”

1.2. Definitions.

Unless defined elsewhere herein, capitalized terms used in the Agreement will have the following scope and meaning:

1.2.01 “ADR” means alternative dispute resolution.

1.2.02 “Agreement” means this Special Rate Contract.

1.2.03 “Agreement Approval” means a non-appealable final order or other regulatory determination from the NMPRC approving EPE entering into the Agreement pursuant to NMSA 1978, sections 62-6-26, 62-8-6, and EPE’s Load Retention Tariff No. 30.

1.2.04 “Applicable Laws” means all applicable laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses, and permits of any Governmental Authority, now in effect or hereafter enacted, amendments to any of the foregoing, interpretations of any of the
foregoing by a Governmental Authority having jurisdiction, and all applicable judicial, administrative, arbitration, and regulatory decrees, judgments, injunctions, writs, orders, awards, or like actions (including those relating to human health, safety, the natural environment, or otherwise).

1.2.05 “Approval Order” means a final order or other regulatory determination from the NMPRC approving EPE entering into the Agreement.

1.2.06 “Arrowhead Park” means that land, in Doña Ana County, New Mexico, leased to Arrowhead Center Inc. by NMSU for the purposes of development of a research park as defined in the ground lease dated February 6, 2007.

1.2.07 “Business Day” means any day other than a Saturday, Sunday or a legal holiday in Las Cruces, New Mexico, or El Paso, Texas.

1.2.08 “Cancellation Schedule” has the meaning provided in Section 13.3.02(a).

1.2.09 “CCN” means a Certificate of Public Convenience and Necessity issued by the NMPRC pursuant to NMSA 1978, section 69-9-1.

1.2.10 “CCN Approval” means a non-appealable final order or other regulatory determination from the NMPRC approving a CCN for EPE to construct, own, and operate the Project.

1.2.11 “CCN Order” means a final order or other regulatory determination from the NMPRC approving a CCN for EPE to construct, own, and operate the Project.

1.2.12 “Commercial Operation” means the Project has met “Commercial Delivery of Power” as set forth in EPC Contract; EPE has satisfied all conditions precedent in Article 7; and the Project is capable of providing Project Power to the Project Power Point of Delivery at the Nameplate Capacity, consistent with Prudent Utility Practice.

1.2.13 “Commercial Operation Date” means the date that the Project meets Commercial Operation.

1.2.14 “Default Termination Notice” means a written notice from one Party informing the other Party that an Event of Default exists.

1.2.15 “Early Termination” means a termination of the Agreement prior to the 30th year of the Term, as provided in Article 13.

1.2.16 “Effective Date” means October ___, 2019.


1.2.18 “EPE” means El Paso Electric Company, a Texas corporation.

1.2.19 “EPE Event of Default” means each of those events described in Section 12.1.

1.2.20 “Event of Default” means each of those events described in Article 12 constituting an act of default by either of the Parties.
1.2.21 “Force Majeure Event” means events beyond the Parties’ reasonable control including, but not limited to, acts of God, such as lightning, floods, washouts, earthquakes or storms, acts of war, acts of public enemies, labor disputes, strikes or other industrial disturbances, fire, explosion, accidents, sabotage or vandalism; orders, laws or decrees of Governmental Authorities; or lack of raw materials necessary for the provision of the service, unforeseen operational problems on the generation, transmission or distribution systems of others or other events of similar kind and effect beyond the reasonable control of the Party claiming such force majeure.

1.2.22 “Governmental Authority” means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, including the NMPRC, having jurisdiction over a Party or the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

1.2.23 “Grid Resource Power” means firm electric demand and energy delivered through the electrical distribution system owned by EPE and operated and maintained outside of NMSU’s distribution system.

1.2.24 “Grid Resource Power Point of Delivery” means the point of delivery of Grid Resource Power through the electrical distribution system owned by EPE and interconnected to the NMSU-owned Tortugas Substation.

1.2.25 “Immediate Notice” means notice that must be provided as soon as practicable but in no case more than 12 hours after a Party is aware of the need to provide notice.

1.2.26 “kV” means kilovolts.

1.2.27 “kWh” means kilowatt-hour.

1.2.28 “MPT” means Mountain Prevailing Time, which is the time in effect in the Mountain Time Zone of the United States of America, whether Mountain Standard Time or Mountain Daylight Saving Time.

1.2.29 “MW” means megawatt.

1.2.30 “MWh” means megawatt hour.

1.2.31 “Nameplate Capacity” means the rated MW output of the Project under expected operating conditions guaranteed by EPE’s contractor in the EPC Contract of three MW alternating current for the solar PV and one MW / four MWH for the battery energy storage system.

1.2.32 “NMAC” means New Mexico Administrative Code.

1.2.33 “NMPRC” means the New Mexico Public Regulation Commission.

1.2.34 “NMPRC Approvals” means collectively the CCN Approval and Agreement Approval.

1.2.35 “NMPRC Approval End Date” means 10 months following the date EPE files its application for CCN Approval at the NMPRC.
1.2.36 “NMSA” means New Mexico Statutes Annotated.

1.2.37 “NMSU” means the Regents of New Mexico State University, or New Mexico State University.

1.2.38 “NMSU Event of Default” means those events as set forth in Section 12.2.

1.2.39 “Notice of Early Termination” means a written notice provided by the terminating Party to the non-terminating Party that it intends to terminate the contract for a reason other than an Event of Default, with such notice being provided in the manner required by Section 13.2.02.

1.2.40 “Parties” means collectively, EPE and NMSU.

1.2.41 “Party” means individually, EPE or NMSU.

1.2.42 “Project” means a solar PV facility with Nameplate Capacity of three MW alternating current and associated battery storage facility with Nameplate Capacity of one MW / four MWh that will supply power to NMSU on land located at Arrowhead Park on the NMSU campus.

1.2.43 “Project Power” means electric demand and energy delivered by the Project to NMSU’s distribution system.

1.2.44 “Project Power Point of Delivery” means the point at which Project Power is delivered to NMSU and first leaves the line or apparatus owned by EPE, which will be behind the meter for Grid Resource Power.

1.2.45 “Project REC” means the REC created due to the electricity generated by the Project facilities.

1.2.46 “Prudent Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the utility-scale solar and battery industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the region.

1.2.47 “PV” means photovoltaic.

1.2.48 “Rate 26” means New Mexico Rate No. 26 – State University Service Rate (“Rate 26”), or any subsequent rate tariff superseding it as approved by the NMPRC.

1.2.49 “Renewable Energy Benefits” means any and all renewable and environmental attributes, emissions reductions, credits, offsets, allowances, or benefits, however entitled, (a) allocated, assigned, awarded, certified, or otherwise transferred or granted to EPE or NMSU by any federal, state, local, or other Governmental Authority in any jurisdiction in connection with the Project or (b) associated with the production of energy from the Project or based in whole or in part on the Project’s usage of renewable resources for generation or because the project constitutes a renewable energy system or the like or because the Project does not produce greenhouse gases, regulated emissions, or other pollutants, in each case, whether any such credits,
offsets, allowances, or benefits (x) exist now or in the future, (y) arise under existing Applicable Law or any future Applicable Law (whether such credit, offset, allowance, or benefit or any Applicable Law, or the nature of such, is foreseeable or unforeseeable), or (z) arise in respect of electrical energy that is delivered to the Project Power Point of Delivery.

1.2.50 “Renewable Energy Certificate” or “REC” means a certificate or other record that represents all the environmental attributes from one MWh of electricity generated from renewable energy and that is registered with a regional tracking system approved by the NMPRC for the purpose of tracking RECs for utility compliance with the Renewable Energy Act, NMSA 1978, section 62-16-1 et seq.

1.2.51 “Sublease” means that Ground Sublease on Arrowhead Park in Doña Ana County, New Mexico dated as of October ____, 2019, by and between EPE and Arrowhead Center, Inc.

1.2.52 “Summer Months” means the months of May through October.

1.2.53 “Term” means the period of time commencing on the Effective Date and terminating at 11:59 am MPT on the date that is the last day of the thirtieth year after the Commercial Operation Date subject to the early termination provisions set forth herein.

1.2.54 “Test Power” means electrical energy produced by the Project during construction and testing prior to the Commercial Operation Date.

1.2.55 “Tortugas Substation” means that facility located on Payne Street on the NMSU campus where the EPE Grid Power Point of Delivery currently connects to the NMSU electrical distribution system.

1.2.56 “WREGIS” means the Western Renewable Energy Generation Information System.

ARTICLE 2. PROJECT OBJECTIVES AND DESCRIPTION.

2.1. Project Objectives and Benefits.

2.1.01 The objectives of the Project are for EPE to supply a portion of NMSU’s electric utility load with renewable energy and storage as well as to provide NMSU’s students and faculty with research and educational opportunities.

2.1.02 The Parties acknowledge that the Project will also benefit EPE by increasing the amount of renewable energy on EPE’s system, providing opportunities for EPE to manage its peak load service during Summer Months, and allowing EPE to gain further experience with operating and maintaining solar and energy storage technology.

2.2. Location.

The Project will be located within the NMSU campus as provided in the Sublease.

2.3. Description of Service.

EPE will furnish to NMSU and NMSU will receive and pay for Project Power in accordance with and under the terms and conditions set forth in this Agreement and its Exhibits.
EPE will conduct operation and maintenance of the Project at no additional cost to NMSU other than what is contemplated by this Agreement, perform maintenance in accordance with equipment manufacturer recommendations, and ensure that the Project is operational and producing the maximum amount of power possible, and providing power in accordance with Prudent Utility Practices. To the maximum extent practicable, EPE will schedule maintenance and repair of the Project such that the Project Power purchased by NMSU is maximized.

2.4. **Point of Delivery.**

2.4.01 There will be two points of delivery: (i) the Project Power Point of Delivery and (ii) the Grid Resource Power Point of Delivery.

2.4.02 EPE agrees to provide all necessary labor, materials, tool, equipment, facilities, transportation and incidentals to deliver Project Power to NMSU.

2.5. **Metering.**

2.5.01 EPE, at its expense, will install and maintain the appropriate metering equipment at NMSU for billing purposes. The Project Power furnished under this Agreement will be measured by such metering equipment at a voltage of 23.9 kV for both the Grid Resource Power Point of Delivery and the Project Power Point of Delivery. EPE, at its own expense, will inspect and test the billing meter upon installation and at least annually thereafter. EPE will provide NMSU with reasonable advance notice of, and permit a representative of NMSU to witness and verify, such inspections and tests, provided, however, that NMSU must not unreasonably interfere with or disrupt the activities of EPE and will comply with all applicable safety standards.

2.5.02 Either EPE or NMSU may elect to install and maintain, at its own expense, survey metering devices in addition to the billing metering equipment. Installation and maintenance of the survey metering devices and billing metering equipment will be performed in a manner acceptable to EPE. The installing Party, at its own expense, will inspect and test the survey metering devices. The survey metering devices installed by NMSU must be located outside the Project facility.

2.6. **Customer Installations.**

NMSU agrees that it will not, without prior notice to and consent of EPE, install any motor, appliance, or any other apparatus on the Project equipment.

2.7. **Project Construction and Operation.**

2.7.01 EPE will design, engineer, install, commission, operate, and maintain the Project, in each case in a good and workmanlike manner and in accordance with Prudent Utility Practice and all Applicable Laws and policies in place during the Term of this Agreement. EPE will issue a notice to proceed to its contractor under the EPC Contract within five Business Days of receiving NMPRC Approvals unless good cause is shown to reasonably delay such issuance.

2.7.02 EPE will endeavor to use suitably qualified, experienced, and licensed contractors and subcontractors to perform its obligations under this Agreement. EPE will be responsible for the quality of the work performed by its contractors and subcontractors. EPE will pay when due all valid charges from all contractors, subcontractors, and suppliers supplying goods or services to
EPE under this Agreement. EPE will be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by EPE in the performance of the services agreed to herein.

2.7.03 EPE will provide to NMSU, upon reasonable request, an annual summary in writing of Project performance, to include Project Power delivered, battery performance, and system faults.

2.8. Continuity of Service.

EPE will use reasonable diligence to provide a regular and uninterrupted production of Project Power from the Project, subject to agreements to provide different service pursuant to any validly entered into agreement, outages for maintenance and repair, and due to Force Majeure Events pursuant to Article 15.

ARTICLE 3. SALE AND PURCHASE OF ENERGY OUTPUT.

3.1. Sale and Purchase.

In accordance with and subject to the terms and conditions of this Agreement, commencing on the Commercial Operation Date and continuing through the end of the Term, EPE must sell and deliver to NMSU, and NMSU must purchase and receive from EPE, all right, title, and interest in and to the Project Power, which is to be delivered to NMSU at the Project Power Point of Delivery and the payment therefor is to be calculated as provided in Exhibit A.

3.2. Title and Risk of Loss.

As between EPE and NMSU, EPE will be deemed to be in control of the Project Power from the Project up to the Project Power Point of Delivery, and NMSU will be deemed to be in control of such Project Power from and after the Project Power Point of Delivery. Title and risk of loss related to the Project Power will transfer from EPE to NMSU at the Project Power Point of Delivery.

ARTICLE 4. RATE CALCULATION.

Rate calculations will be as set forth in Exhibit A.

ARTICLE 5. BILLING AND PAYMENT.

5.1. Invoices.

At the completion of each month of service from the Project, EPE will submit a summarized invoice for services rendered from the Project for that month. EPE will prepare and submit a combined monthly invoice including charges for Grid Resource Power and Project Power, including any credits, as calculated and provided in Exhibit A. Upon NMSU request, EPE will provide the available interval data.
5.2. **Payment.**

Invoices will be due and payable as indicated on the invoices submitted in accordance with Section 5.1.

5.3. **Billing Disputes.**

Any billing disputes shall be handled in accordance with section 17.9.560 NMAC.

**ARTICLE 6. ENVIRONMENTAL ATTRIBUTES.**

6.1. **No Use for Renewable Energy Act Requirements.**

6.1.01 EPE will not use any Project REC to meet EPE’s renewable portfolio standard requirements pursuant to subsection A of section 62-16-4 NMSA 1978, as it may be amended from time to time.

6.1.02 EPE will exclude all Project RECs from the total retail sales to New Mexico customers used to determine EPE’s renewable portfolio standard requirements pursuant to subsection A of section 62-16-4 NMSA 1978 as it may be amended from time to time.


6.2.01 NMSU will have the exclusive rights to make claims—either explicitly or implicitly—about using or being powered with (or similar claims) the renewable energy generated by the Project and the Project’s Renewable Energy Benefits.

6.2.02 EPE will have no right to make any claim—either explicitly or implicitly—about using or being powered with (or similar claims) the renewable energy generated by the Project and the Project’s Renewable Energy Benefits.

6.3. **Registration and Retirement of Project RECs.**

6.3.01 EPE, as owner of the Project, will register the Project in WREGIS 30 days after Commercial Operation has been achieved. EPE will indicate when registering the generating unit in the WREGIS system, that the Project RECs will automatically be transferred to NMSU.

6.3.02 NMSU will establish an account with WREGIS in order to receive the transferred Project RECs from EPE associated with the Project. It will be NMSU’s sole responsibility to retire any of the Project RECs as NMSU will be the owner of the Project RECs.

**ARTICLE 7. CONDITIONS PRECEDENT.**

The rights and obligations of the Parties under this Agreement are and will be conditioned upon (i) receipt of all NMPRC Approvals as provided in Section 8.2 and (ii) execution of the Sublease.
ARTICLE 8. LEGAL AND REGULATORY COMPLIANCE AND APPROVALS.

8.1. **Laws.**

EPE must at all times comply with the Applicable Laws in designing, engineering, constructing, and operating the Project. NMSU must at all times comply with the Applicable Laws in its actions under this Agreement and with respect to the Project.

8.2. **NMPRC Approvals.**

The obligations of the Parties hereunder will be conditioned upon the receipt of the NMPRC Approvals.

8.2.01 EPE agrees to use commercially reasonable efforts to request and obtain the NMPRC Approvals, and NMSU agrees to provide reasonable cooperation and assistance to EPE in these efforts.

8.2.02 If the NMPRC has not, for any reason, issued CCN Approval or an Approval Order by the NMPRC Approval End Date, then the Parties must meet and confer no later than 15 days after the NMPRC Approval End Date regarding a potential extension of the NMPRC Approval End Date. If the Parties are unable to mutually agree to an extension of the NMPRC Approval End Date, then this Agreement will automatically terminate 10 days after the date on which the Parties conferred and be of no further force and effect except as set forth below. If the Parties fail, for any reason, to meet and confer within 15 days after the NMPRC Approval End Date, then this Agreement will terminate on the 15th day after the NMPRC Approval End Date and be of no further force and effect.

8.2.03 **CCN Approval.**

(a) CCN Approval will be considered received when the NMPRC issues a final, non-appealable order or other final, binding regulatory determination from the NMPRC either (i) approving EPE’s application for a CCN, or (ii) approving the CCN in part or subject to conditions or substantial modifications, provided that each of EPE and NMSU agrees, subject to its reasonable discretion, to accept those conditions, modifications or such partial approval, and further provided that the NMPRC’s approval, disapproval, conditions on, substantial modifications to, or partial approval of EPE requests other than for a CCN pursuant to NMSA 1978, section 62-9-1.A will not be considered by either Party to be a condition, modification, or partial approval of a CCN.

(b) If the NMPRC denies the CCN, then this Agreement will automatically terminate 10 days after the date of such action by the NMPRC and be of no further force or effect except as set forth below.

(c) If a CCN Order is issued as described in clause (ii) of Section 8.2.03(a), then the Parties must meet and confer no later than fifteen 15 days after the date of Commission issuance of the CCN Order regarding whether EPE and NMSU will elect to amend this Agreement to address any conditions or modifications or not to accept any partial or conditioned approval or modification to this Agreement as a result of the CCN Order. If the Parties are unable to mutually agree on any amendments to this Agreement to address such CCN Order, then this Agreement will automatically terminate 10 days after the date on which the Parties conferred and be of no further
force or effect except as set forth below. If the Parties fail, for any reason, to meet and confer within 15 days after the date of Commission issuance of the CCN Order, then this Agreement will terminate on the 15th day after the date of Commission issuance of the CCN Order and be of no further force or effect except as set forth below.

8.2.04  Agreement Approval.

(a) Agreement Approval will be considered received when the NMPRC issues a final, non-appealable order or other final, binding regulatory determination from the NMPRC either (i) approving this Agreement, or (ii) approving this Agreement in part or subject to conditions or modifications, provided that each of EPE and NMSU agrees, subject to its reasonable discretion, to accept those conditions, modifications or such partial approval, and further provided that the NMPRC’s approval, disapproval, conditions on, substantial modifications to, or partial approval of EPE requests other than for Agreement Approval pursuant to NMSA 1978, section 62-6-26 and EPE’s Rate No. 30 will not be considered by either Party to be a condition, modification, or partial approval of this Agreement.

(b) If the NMPRC denies approval of the Agreement, then this Agreement will automatically terminate 10 days after the date of such action by the NMPRC and be of no further force or effect except as set forth below.

(c) If Agreement Approval is issued as described in clause (ii) of Section 8.2.04(a), then the Parties must meet and confer no later than 15 days after the date of the Agreement Approval regarding whether EPE and NMSU will elect to amend this Agreement to address any conditions or modifications or not to accept any partial or conditioned approval or modification to this Agreement as a result of the Agreement Approval. If the Parties are unable to mutually agree on any amendments to this Agreement to address such Agreement Approval, then this Agreement will automatically terminate 10 days after the date on which the Parties conferred and be of no further force or effect except as set forth below. If the Parties fail, for any reason, to meet and confer within 15 days after the date of Commission issuance of the Agreement Approval, then this Agreement will terminate on the 15th day after the date of Commission issuance of the Agreement Approval and be of no further force or effect except as set forth below.

ARTICLE 9. ASSIGNMENT.

9.1.  No Assignment Without Consent.

Except as provided in this Article 9, neither Party may sell, transfer or assign this Agreement, in whole or in part, and EPE may not sell, transfer, or assign any interest in the Project, in whole or in part, without the prior written consent of the other Party which consent will not be unreasonably withheld, delayed, or conditioned; provided (i) at least 60 days’ prior notice of any such assignment must be given to the other Party; (ii) any assignee must in writing expressly assume the assignor’s obligations hereunder; and (iii) before this Agreement is assigned by EPE, EPE or the assignee must first obtain such approvals as may be required by Applicable Laws.

9.2.  Assignment to Lenders.
If EPE assigns this Agreement to its Lenders, EPE will be responsible for NMSU’s reasonable costs associated with the review, negotiation, execution, and delivery of documents in connection with such assignment, including reasonable attorneys’ fees.

9.3. Assignment Without Consent is Null and Void.

Any assignment of any interest in the Project or in this Agreement made without fulfilling the requirements of this Agreement will be null and void and will constitute an Event of Default pursuant to Article 9.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES.

Each Party represents and warrants that it will use reasonable diligence to maintain and otherwise ensure the safety of the facilities under its ownership or control that are used in provisioning or receiving the service to be rendered under this Agreement.

ARTICLE 11. INDEMNIFICATION AND INSURANCE.

11.1. No Indemnification.

11.1.01 Each Party will be solely responsible for the liability arising from personal injury, including death, or damage to property arising from the acts or failure to act of the respective Party or of its officials, agents, and employees pursuant to this Agreement. NMSU’s liability will be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

11.1.02 NMSU will not indemnify for the acts or omissions of any third parties, including its students except to the extent that any student may be employed by NMSU (e.g., student teaching assistant), in connection with the activities contemplated by Section 2.1 hereof and such third party’s acts or omissions fall within the scope of the exceptions set forth in sections 41-4-5 through 41-4-12 NMSA 1978.

11.2. Insurance.

11.2.01 NMSU Insurance. 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 C. 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.

11.2.02 EPE Insurance. EPE represents and warrants that it has in effect and will continue in effect a general commercial liability insurance coverage as agreed in the Sublease article 17, and will provide NMSU with a certificate or certificates of insurance, listing Arrowhead Center, Inc, and NMSU as additional insureds, evidencing that insurance policies required by this Section, issued by an insurance company(s) recognized as an authorized carrier in the State of New Mexico.
with a rating reasonably acceptable to NMSU (generally Fitch B++ or equivalent). The certificates must be applicable for the full Term and must be acceptable to NMSU in both form and content.

11.2.03 NMSU will not and does not agree to any waiver of subrogation rights.

**ARTICLE 12. DEFAULT.**

12.1. **EPE Event of Default.**

Any one or more of the following will constitute an EPE Event of Default under this Agreement, provided that such will not be considered an EPE Event of Default while the event at issue is the subject of dispute resolution pursuant to Article 16 and such is agreed to by both Parties:

12.1.01 EPE’s failure to comply with any material provision of this Agreement, including its Exhibits, where such failure to comply continues for 30 days after delivery of notice thereof by NMSU to EPE. If such default is not reasonably susceptible to cure within such 30-day period, EPE will have such longer period as may be approved in writing in advance by NMSU to cure such default so long as EPE commences curing such default within the initial 30-day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by NMSU;

12.1.02 A default by EPE under the Sublease that results in the termination of the Sublease; and

12.1.03 It is found, after notice and hearing by NMSU, or its duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by EPE, or any agent or representative of EPE, to any officer or employee of NMSU with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided that the existence of the facts upon which NMSU or its duly authorized representative makes such finding will be an issue and may be reviewed in any competent court. NMSU will be entitled to pursue the same remedies against EPE as it could pursue in the event of any other Event of Default and any other damages to which it may be entitled by law.

12.2. **NMSU Event of Default.**

The following will constitute an NMSU Event of Default under this Agreement, provided that such will not be considered an NMSU Event of Default while the event at issue is the subject of dispute resolution pursuant to Article 16 and such is agreed to by both Parties:

12.2.01 NMSU’s failure to comply with any provision of this Agreement, where such failure to comply continues for 30 business days after delivery of notice thereof by EPE to NMSU. If such default is not reasonably susceptible to cure within such 30-day period, NMSU may have such longer period as may be approved in writing in advance by EPE to cure such default so long as NMSU commences curing such default within the initial 30-day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by EPE.
12.2.02 A default by NMSU under the Sublease that results in the termination of the Sublease.

ARTICLE 13. EARLY TERMINATION.


This Agreement may be terminated prior to the end of the Term in the following circumstances:

13.1.01 NMSU may terminate this Agreement upon delivery of a Default Termination Notice, without any cost or liability to NMSU, if an EPE Event of Default exists. A Default Termination Notice will be effective as of the date specified therein, which will be at least seven but not more than 30 days after its receipt by EPE.

13.1.02 EPE may terminate this Agreement upon delivery of a Default Termination Notice to NMSU without any cost or liability to EPE, if an NMSU Event of Default exists. A Default Termination Notice will be effective as of the date specified therein, which will be at least seven but not more than 30 days after its receipt by EPE.

13.2. Termination Notices.

13.2.01 Default Termination Notice. Notwithstanding any other provision of this Agreement, unless the Parties agree in writing to continue this Agreement in full force and effect, this Agreement will terminate upon termination or non-renewal of the Sublease in accordance with the terms thereof, subject to EPE’s continuing obligations as defined in the Sublease and EPE’s Early Termination Obligations pursuant to Section 13.3.

13.2.02 Notice of Early Termination. If either Party provides a Notice of Early Termination under this Agreement:

(a) The terminating Party will provide notice to the other Party not less than 180 days in advance of its intent to terminate.

(b) All bills due to EPE by NMSU will be due and payable pursuant to Article 5.

13.3. Early Termination Obligations.

13.3.01 In the event this Agreement is terminated for any reason, NMSU will continue to take Grid Resource Power from EPE pursuant to Rate No. 26.

13.3.02 NMSU Early Termination Payment.

(a) Amortization of Project Costs. The initial capital costs of the PV System are amortized over a period of 30 years, shown in the Cancellation Schedule attached hereto as Exhibit B.

(b) If (i) NMSU terminates this Agreement prior to the 30th year of the Term other than for EPE Event of Default or breach of the Agreement, (ii) NMSU terminates the
Sublease other than for breach of the Sublease, (iii) NMSU modifies the Sublease in such a manner that EPE is unable to operate the Project in a commercially reasonable manner; or (iv) EPE terminates this Agreement due to an NMSU Event of Default or breach of the Agreement then NMSU will pay EPE the unamortized costs in the amounts shown in the Cancellation Schedule. Such payment, however, will be conditioned on EPE not obtaining the necessary regulatory approvals to recover remaining costs in customer rates or EPE not securing a buyer in accordance with Section 13.3.04. Payments under this section will be due six months following the later of (i) the date that EPE determines that it is unable to recover the remaining costs in customer rates, (ii) the effective date of NMSU’s termination contemplated by this Section 13.3.02(b), or (iii) the expiration of the period of time EPE has to secure an alternative provider under Section 13.3.04. In no case will the date that EPE determines it is unable to recover the remaining costs in customer rates be sooner than (i) the effective date of NMSU’s termination contemplated by this Section 13.3.02(b), or (ii) the expiration of the period of time EPE has to secure an alternative provider under Section 13.3.04.

13.3.03 EPE Early Termination Payment.

(a) If EPE terminates this Agreement prior to the 30th Year of the Term other than for NMSU Event of Default or breach of the Agreement, and only if EPE fails to obtain an alternative provider as provided in Section 13.3.04, then EPE will pay NMSU the damages owed to NMSU in accordance with this Section 13.3.03(b) no later than six months after EPE has failed to secure an alternative provider.

(b) Damages to NMSU for EPE Early Termination. Damages owed to NMSU upon EPE’s early termination or NMSU’s termination of the Agreement due to an EPE Event of Default may include: (1) any actual damages and (2) recovery of the value of the research and educational activities NMSU is conducting and would have conducted with the Project but for the Early Termination, such value to be determined under the circumstances and expectations at the time.

13.3.04 Alternative Provider. If either Party terminates this Agreement in accordance with Article 13 for a reason other than a NMSU Event of Default, then EPE will use commercially reasonable efforts to secure a buyer for the Project that will agree to the key terms of the Agreement and is approved by both Parties within one year following the receipt by the non-terminating Party of a Notice of Early Termination. The means of locating such a buyer and the terms and conditions of a sale under this Section 13.3.04 will be at the sole discretion of EPE. If a buyer is not able to be secured within the one-year period, EPE may request from NMSU additional time to secure a buyer, and such request must not be unreasonably withheld.

13.4 Obligations Following Termination.

Applicable provisions of this Agreement will continue in effect after termination, including Early Termination, to the extent necessary to enforce or complete the duties, obligations, or responsibilities of the Parties arising prior to termination.

ARTICLE 14. REMEDIES.

14.1 Specific Performance.
If an Event of Default exists hereunder, then the non-defaulting Party will have the right to enforce specific performance by the defaulting Party of its obligations under this Agreement in any state or federal court of competent jurisdiction in addition to all other rights and remedies available to the Parties.

14.2. Separate and Cumulative.

The specified remedies of the Parties under this Agreement are separate and cumulative and are not intended to be exclusive of any other remedies to which each Party may be lawfully entitled in case of any breach or threatened breach by a Party of any provision of this Agreement.

ARTICLE 15. FORCE MAJEURE.

15.1. General.

In the event either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that upon giving notice and full particulars of such force majeure to the other Party within 48 hours after occurrence of the cause relied on, in writing by registered or certified mail, then the obligations of the other party, so far as they are affected by such force majeure, may be suspended from the inception of and during the continuance of any inability so caused. The party claiming force majeure must diligently act to remedy all such force majeure events as expeditiously as reasonably possible. The term of this Agreement may not be deemed to be lengthened or extended by any period of such force majeure.

15.2. Labor Disputes.

It is understood and agreed that the settlement of any labor dispute, strike or lockout will be entirely within the discretion of the affected Party and that nothing in this Agreement requires the affected Party to settle such disputes on terms and conditions it does not believe to be in its best interest.

ARTICLE 16. DISPUTES.

16.1. Parties to Negotiate.

If a dispute should arise pursuant to this Agreement, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties may consider employing joint fact-finding, if material factual disputes are involved, and may use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

16.2. ADR Procedure.
If the dispute is not resolved by unassisted negotiation within 60 days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties must employ the following ADR procedures involving nonbinding mediation of the dispute by a neutral third party.

16.2.01 The ADR procedures employed must include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party within 30 days of the initiation of ADR procedures by written demand of a Party.

16.2.02 The mediation must be conducted in Las Cruces, New Mexico, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that a Party gives notice of its demand under this Article 16.

16.2.03 The submitting Party must submit such dispute to ADR by providing a written demand for ADR to the other Party.

16.2.04 The Parties must select a single neutral mediator with significant contract resolution experience and experience and understanding of public utility transactions in the state of New Mexico. If the Parties cannot agree on a single neutral mediator within 15 days after the written demand for ADR is provided, then the mediator will be selected pursuant to the Commercial Arbitration rules of the American Arbitration Association in effect on the date such selection is to be made.

16.2.05 The mediator must provide his/her recommendation for resolution to each Party within 30 days following initiation of the mediation.

16.2.06 Each Party must bear its own cost associated with the mediation.

16.3. Other Remedies.

Notwithstanding any effort to resolve the dispute in accordance with this Article 16, each Party retains all rights to pursue any and all remedies to which it is lawfully entitled.

ARTICLE 17. NOTICES AND APPROVALS

All notices and approvals required or permitted to be given under this Agreement must be given in writing by personal delivery or by certified mail, postage prepaid, and addressed to the proper Party at the following addresses:

<table>
<thead>
<tr>
<th>Immediate Notice of Outage to NMSU:</th>
<th>NMSU Central Utility Plant (24 hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>575-646-7114</td>
</tr>
<tr>
<td>Notice to EPE:</td>
<td>El Paso Electric Company</td>
</tr>
<tr>
<td></td>
<td>Attn: Business Development Department</td>
</tr>
</tbody>
</table>
| Notice to NMSU: | NMSU Facilities and Services.  
MSC 3545  
PO Box 30001  
Las Cruces, NM 88003-8001 |  
|---|---|  
| With a copy to: | Office of General Counsel  
New Mexico State University  
P.O. Box 30001 MSC 3UGC  
Las Cruces, NM 88003 |  
| And: “Installation Point of Contact” | Executive Director, Arrowhead Park  
MSC 3ARP  
PO Box 30001  
Las Cruces, NM 88003-8001 |  
| Notice to any Approved Mortgagee: | US Bank  
Attn: Bond Trustee  
One Federal Street, 3rd Floor  
Boston, MA 02110 |  

**ARTICLE 18. MISCELLANEOUS.**

18.1. **Waiver.**

A waiver by either Party of any one or more defaults or obligations by the other Party in the performance of any provision of this Agreement will not operate as a waiver of any future default or obligation, whether of like or different character. No waiver by either Party of any of
the provisions of this Agreement will be effective unless expressed in writing and signed by an authorized representative of the waiving Party.

18.2. **Disclaimer of Certain Third-Party Beneficiary Rights.**

This Agreement is for the benefit of the Parties only. No rights or benefits are conferred to any third party by or through this Agreement.

18.3. **Relationship of the Parties.**

Notwithstanding anything contained herein to the contrary, it is the intention of the Parties that each Party will remain separate and distinct entities, and this Agreement will not affect any merger of the Parties.

18.4. **Severability.**

The provisions of this Agreement are severable. If any provision is set aside or found to be invalid by any court or Governmental Authority of competent jurisdiction, the other provisions will remain in full force and effect.

18.5. **Amendment.**

Any change, modification, amendment or alteration of this Agreement must be in writing and signed by authorized representatives of the Parties thereto.

18.6. **Binding Effect.**

This Agreement will not be binding upon either Party unless and until it has been duly executed in writing by both Parties.

18.7. **Headings.**

The brief headings or titles identifying and preceding “Article” and “Section” are merely for purposes of identification, convenience, and ease of reference, and will not be used by way of limitation of this Agreement.

18.8. **Counterparts.**

This Agreement is executed in multiple counterparts, each of which is deemed an original of equal dignity with the other, and all of which are deemed one and the same instrument.

18.9. **Governing Law.**

This Agreement, and the performance thereof, will be construed in accordance with the laws of the State of New Mexico.

18.10. **Forum and Venue of Law.**

In any lawsuit or legal dispute arising from the operation of this Agreement, EPE agrees that the laws of the State of New Mexico will govern. Venue will be in the 3rd Judicial District
Court of New Mexico in Doña Ana County, New Mexico. Any claim under federal law will be in the Federal Judicial District Court of New Mexico.

18.11. Further Assurances.

Each Party will provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.

18.12. Complete Agreement.

This written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Agreement, embodies the entire agreement between the Parties regarding the matters provided herein. In the event of any inconsistency between the terms of this Agreement and any provision that has been incorporated by reference, the terms of this Agreement will govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the Effective Date.

EL PASO ELECTRIC COMPANY
By: ___________________________
Name: _________________________
Title: __________________________

NEW MEXICO STATE UNIVERSITY
By: ___________________________
Name: _________________________
Title: __________________________
This Exhibit A is for retail electric service delivered by EPE to NMSU. Capitalized terms not defined in Section 8.3 of this Exhibit A will have the meanings set forth in the Agreement.

ARTICLE 1. MONTHLY RATE FOR GRID RESOURCE POWER:

1.1. Grid Resource Power delivered by EPE to NMSU under the Agreement will be provided in accordance with EPE's approved tariffs.

1.2. NMSU will be billed for its metered consumption from the EPE system at the Grid Resource Power Point of Delivery based on the rates established in Rate No. 26, which rates may be adjusted from time to time as approved by the NMPRC.

1.3. The Project Power Point of Delivery is located “behind-the-meter” with respect to the Grid Resource Power Point of Delivery. The Grid Resource Power and the Project Power will be aggregated monthly as the billing determinants for purposes of billing the Rate No. 26 Demand Charge and the Rate No. 26 Energy Charges included in base rates, as described in Sections 1.4 and 1.5.

1.4. The Rate No. 26 Demand Charge included in base rates will apply to the highest 30-minute combined integrated kW load, which is the aggregate of 1) the highest kW load measured at the Grid Resource Power Point of Delivery, and 2) Project Power kW load delivered to the Project Power Point of Delivery, as measured in the same single 30-minute interval.

1.5. The Rate No. 26 Energy Charges included in base rates will apply to the aggregated 1) Grid Resource Power kWh monthly billing determinants and 2) the Project Power kWh monthly billing determinants by time-of-use period, as applicable.

1.6. All other approved riders, factors, and surcharges as currently in effect under Rate No. 26 and all rates referenced as applicable under Rate No. 26 will be assessed. New Mexico Rate No. 18 Fuel and Purchased Power Cost Adjustment Clause and New Mexico Rate (“FPPCAC”) No. 38 Renewable Portfolio Standard Cost Rider (“RPS Rider”) will be applied to Grid Resource Power monthly billing determinants. New Mexico Rate No. 17 Efficient Use of Energy Recovery Factor and New Mexico Rate No. 41 Federal Tax Credit Factor will be applied as set forth in each respective tariff filed with the NMPRC.

1.7. NMSU and EPE agree that the metered energy (kWh) and demand (kW) monthly billing of the Grid Resource Power and the Project Power will be aggregated for purposes of cost allocation and rate design in any future base rate proceeding.
ARTICLE 2. PROJECT ENERGY CHARGE:

2.1. On and after the Commercial Operation Date, Project Power delivered by EPE to NMSU will be provided in accordance with the Agreement and pursuant to the provisions of this Exhibit A.

2.2. If the Commercial Operation Date falls outside of the first day of a regularly scheduled billing period under Rate No. 26, the first invoice for Project Power, which includes both the Project Energy Charge and the Project Credit described in Article 6 of this Exhibit A, will be prorated to account for the partial billing period.

2.3. A Project Energy Charge of $0.08289 per kWh will be assessed for all Project Power. The Project Energy Charge is inclusive of all benefits accruing to EPE as a result of any and all applicable tax or other available incentives, accounting treatments, or other incentives applicable to this project that are in effect before the start date of the Agreement. EPE will receive these incentives after Agreement award. The Energy Charge will not be adjusted as a result of EPE's receipt, or lack thereof, of any such incentive after Agreement award.

2.4. The Project Energy Charge will not escalate for the duration of the Agreement.

2.5. There is no monthly customer-meter charge.

2.6. There is no monthly minimum charge.

ARTICLE 3. DELIVERY SCHEDULE:

3.1. EPE anticipates beginning delivery of Project Power to NMSU no later than 11 months after receipt of NMPRC Approval. Prior to Commercial Operation, EPE will deliver and bill all electrical power to NMSU, including the Test Power, under Rate 26.

ARTICLE 4. TERMS AND CONDITIONS FOR PROJECT ENERGY CHARGE:

4.1. The Project Energy Charge established in Section 2.3 will be in effect for the Term, unless otherwise agreed upon by both parties, in accordance with the terms and conditions of the Agreement.

4.2. At the mutual consent of both parties, the Project Energy Charge may be revised to reflect changes in the life cycle cost of the Project with the removal and replacement of battery storage components in approximately year 16 of the Project’s life cycle.

4.3. Any Agreement amendment will be subject to NMPRC review and approval.
ARTICLE 5. TEST POWER:

5.1. Any Test Power that is delivered to the Project Power Point of Delivery prior to the Commercial Operation Date will be billed pursuant to Article 3 above.

ARTICLE 6. PROJECT CREDITS:

6.1. During the Summer Months, a capacity credit will be provided to NMSU, equal to the maximum metered 30-minute output of the Project, as measured during the hours between 12:00 pm to 6:00 pm (MPT), Monday through Friday, multiplied by the Avoided Capacity Cost, which is currently calculated as $16.44 per kW per month (“Avoided Capacity Credit”). The Avoided Capacity Cost is initially set at the avoided capacity cost used to determine the cost effectiveness of EPE’s most recently NMPRC-approved Energy Efficiency and Load Management Plan (“Avoided Capacity Cost”). The Avoided Capacity Cost will be reviewed and adjusted if necessary, consistent with NMPRC approval of a new Energy Efficiency and Load Management Plan, as part of the Periodic Review.

6.2. An energy credit will be provided to NMSU for all Project Power delivered to the Project Power Point of Delivery during the billing cycle multiplied by the non-fuel variable energy rate, currently calculated as $0.007255 per kWh, based on the non-fuel variable energy cost of supplying power embedded in Rate No. 26 charges (“Energy Credit”). The Energy Credit is subject to change in EPE’s future base rate proceedings.

ARTICLE 7. PERIODIC REVIEW OF PROJECT ECONOMICS:

7.1. It is the expectation of both NMSU and EPE that the net economic impact to NMSU of the Project will be net cost neutral or positive over the Term. NMSU and EPE expressly agree that the rates and credits included in this Exhibit A provide for an expected net cost neutral or positive impact on a NPV basis to NMSU at the conclusion of the Term based on the forecasts agreed to by both Parties herein.

7.2. NMSU and EPE agree to meet no less than once every five years on the anniversary of the Commercial Operation Date, or at another such time as mutually agreed to by both Parties, to review the net cash flow performance of the Project and to adjust, if necessary, the Avoided Capacity Credit to ensure that the expected NPV of the Project will be a net cost neutral or positive impact to NMSU over the Term (“Periodic Review”).

7.3. For purposes of reviewing and adjusting rates and credits in the analysis of the net cost neutral or positive target, the Parties agree to the following:

7.3.01 Attachment 1 to this Exhibit A represents the expected cash flow economic model to be used to determine the net impact to NMSU.
7.3.02 For purposes of the updated NPV calculations, the Historical Period is defined as the term of the Project up to the year in which the NPV review is performed.

7.3.03 Actual Project Power and the actual Summer Month’s Project Contribution will be utilized for the Historical Period, and an updated forecast for the remaining Term of the Project may be used if the prior forecast is determined to be no longer representative of future Project output.

7.3.04 The Project Energy Charge will not change over the Term except to the extent Project costs are adjusted in year 16 of the Project’s life cycle for battery replacement pursuant to Section 4.2 of this Exhibit A.

7.3.05 Actual RPS Rider, FPPCAC, and Energy Credit rates will be utilized for the Historical Period, and an updated forecast for the remaining Term of the Project may be used if the prior forecast is determined to be no longer representative of future rate and rider charges.

7.3.06 Avoided Capacity Credits from the applicable year in the approved Energy Efficiency and Load Management Plan will be utilized for the Historical Period, and the most recently updated schedule of Avoided Capacity Costs developed by EPE will represent the updated forecast of Avoided Capacity Costs for the remaining Term.

7.3.07 Based on Historical Period and forecasted Project production, rates, and credits, NPV of cash flows for the entire Term will be recalculated.

7.3.08 In the event the expected NPV of cash flows for the Project over the Term is determined to be negative, calculated as of the Commercial Operation Date, during any Periodic Review, the schedule of Avoided Capacity Credits will be scaled for the remaining Term to maintain an expected net cost neutral impact to NMSU over the remainder of the Term.

7.3.09 Six months after the Term and decommissioning of the Project, EPE will provide a Balance of Agreement Payment to NMSU, if necessary. For the avoidance of doubt, if the Project over the Term is cost neutral or positive to NMSU, EPE will not owe a Balance of Agreement Payment to NMSU.

ARTICLE 8. ALL OTHER TERMS AND CONDITIONS:

8.1. In all other respects, EPE and NMSU agree to be bound by and comply with all terms and conditions of EPE’s New Mexico tariffs, except to the extent those terms and conditions are inconsistent with the express terms and conditions set forth in this Exhibit A as it is approved by the NMPRC.

8.2. The rates calculated as listed above will be in effect for the Term, unless otherwise agreed upon by both parties to the Agreement, in accordance with the terms and conditions of the Agreement.

8.3. Definitions.

8.3.01 “Avoided Capacity Cost” has the meaning given in Sections 6.1 of this Exhibit A.
8.3.02 “Avoided Capacity Credit” has the meaning given in Section 6.1 of this Exhibit A.

8.3.03 “Balance of Agreement Payment” means an amount due to NMSU that is the difference between zero and the actual net cost of the Project to NMSU, calculated on a NPV basis as of the Commercial Operation Date, at the end of the Term.

8.3.04 “Energy Credit” has the meaning given in Section 6.2 of this Exhibit A.

8.3.05 “Energy Efficiency and Load Management Plan” means that application and related reports filed with the NMPRC in accordance with section 17.7.2 NMAC.

8.3.06 “FPPCAC” has the meaning given in Section 1.6 of this Exhibit A.

8.3.07 “Historical Period” has the meaning given in Section 7.3.02 of this Exhibit A.

8.3.08 “NPV” means net present value.

8.3.09 “Periodic Review” has the meaning given in Section 7.2 of this Exhibit A.

8.3.10 “Project Credit” means the combination of the Energy Credit and the Avoided Capacity Credit.

8.3.11 “Project Energy Charge” means a charge for Project Power on a per kWh basis as described in Article 2 of this Exhibit A.

8.3.12 “Rate 26 Demand Charge” means the demand charge in Rate 26.

8.3.13 “Rate 26 Energy Charges” means the energy charges in Rate 26.

8.3.14 “RPS Rider” has the meaning given in Section 1.6 of this Exhibit A.

8.3.15 “Summer Month’s Contribution” means the maximum metered 30-minute output of the Project during each Summer Month as measured between the hours of 12:00 pm to 6:00 pm (MPT), Monday through Friday.
EXHIBIT B
CANCELLATION SCHEDULE
EXHIBIT C
NMSU CERTIFICATE OF COVERAGE
Agenda
Aggie Development, Inc.
Annual Membership Meeting
October 23, 2019

A. Call to Order

B. Approval of the Agenda

C. Reading and Approval of the Minutes

D. Election of Board Members

E. Adjournment
1. Call to Order

Chair Hicks called the meeting to order at 5:25 PM

2. Approval of the Agenda

Motion to approve the agenda entered by Regent Mitchell with a second by Regent Saucedo. Motion passed unanimously.

3. Reading and Approval of the Minutes

Chair Hicks read the minutes of the ADI Annual Membership Meeting held on August 1, 2017. Motion to approve the minutes as submitted by Regent Saucedo and motion seconded by Regent Mitchell. Motion passed unanimously.

4. Election of Board Members

As a result of serving in his capacity as Chancellor of NMSU, Chancellor Dan Arvizu will serve as an ADI board member. Also, Dr. James Hoffman and Debra Hicks were nominated for another three-year term. Motion to elect ADI board members by acclamation entered by Regent Mitchell with a second by Regent Saucedo. Motion passed unanimously.

5. Adjournment

Motion to adjourn entered by Regent Saucedo with a second by Regent Mitchell. Motion passed unanimously. Meeting adjourned at 5:28 PM.
### Aggie Development Incorporated Board of Directors

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<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Initial Term</th>
<th>Renewed</th>
<th>End Term</th>
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### Past Aggie Development Incorporated Board of Directors

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