

# Memo

**To:** Teresa Costantinidis, Senior Vice President for Finance and Administration

**From:** Thomas M. Neale, Director of Real Estate

**Date:** August 30, 2019

**Re:** Real Property Donation – A 9.0-acre undeveloped site located in the southwest quadrant of Interstate 25 and New Mexico Highway 6, in Los Lunas, New Mexico.

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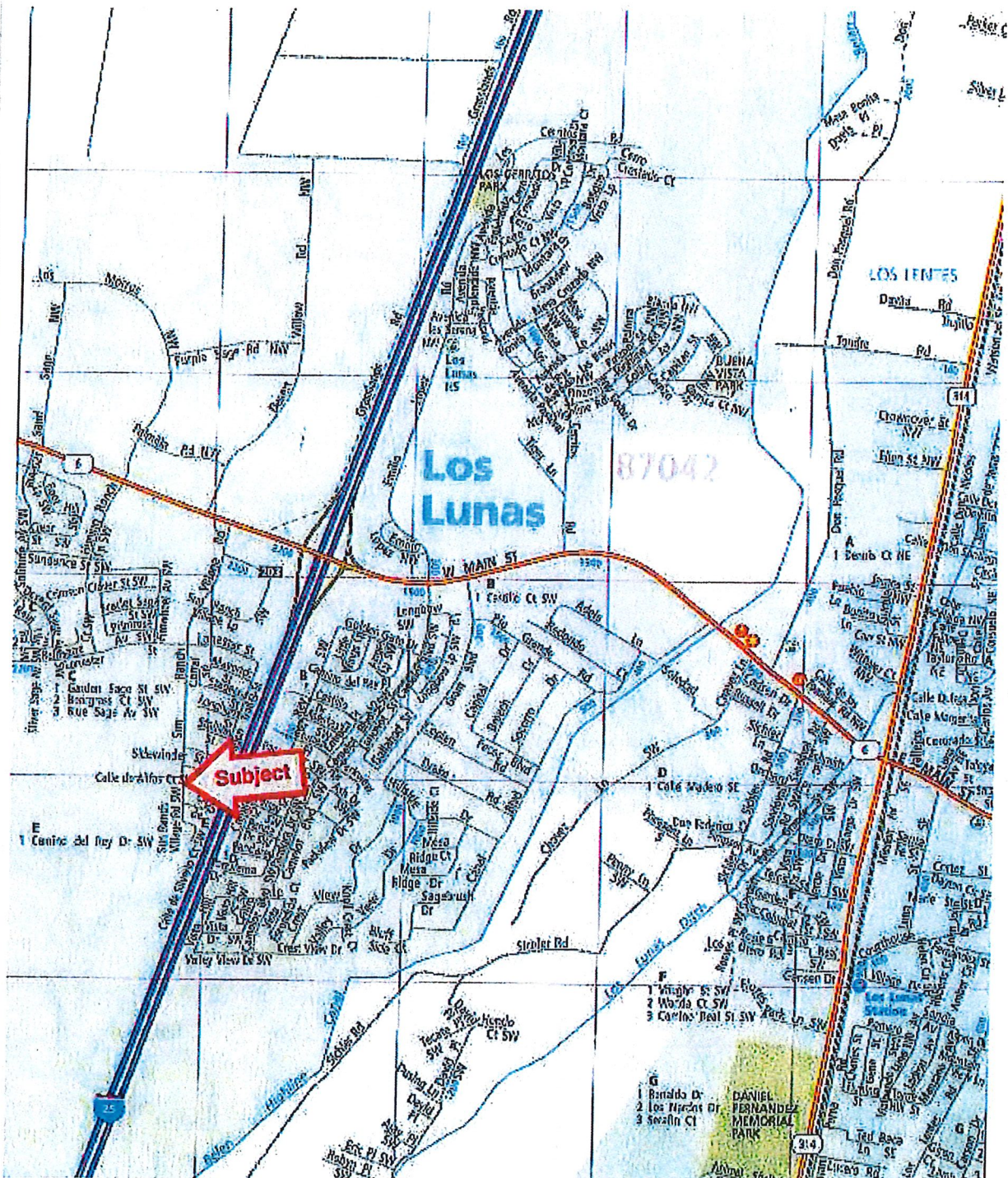
Pursuant to Regents Policy 7.9 Property Management, the Real Estate Department is seeking Regents' approval to accept the donation of a 9.0-acre parcel of undeveloped land located in the southwest quadrant of Interstate 25 and New Mexico Highway 6, in Los Lunas, New Mexico. The site is located on the west side of Huning Ranch Loop SW, approximately 850 feet south of Lonestar Street SW. The site is located in a mixed-use area with a high concentration of residential development.

The property is owned by the Huning Limited Partnership who has offered to donate the land for use as the University of New Mexico-Valencia Workforce Training Center. The property has an estimated market value of \$392,950. The proposed workforce training facility will contain approximately 18,000 square feet consisting of classrooms, computer labs, and offices for Valencia County's Small Business Development Center. The project will be funded by the UNM Valencia Branch Campus and brought to the Regents for approval as a capital project at a future date.

Attached exhibits include location maps, preliminary plat, conceptual site plan, and a project justification paper.

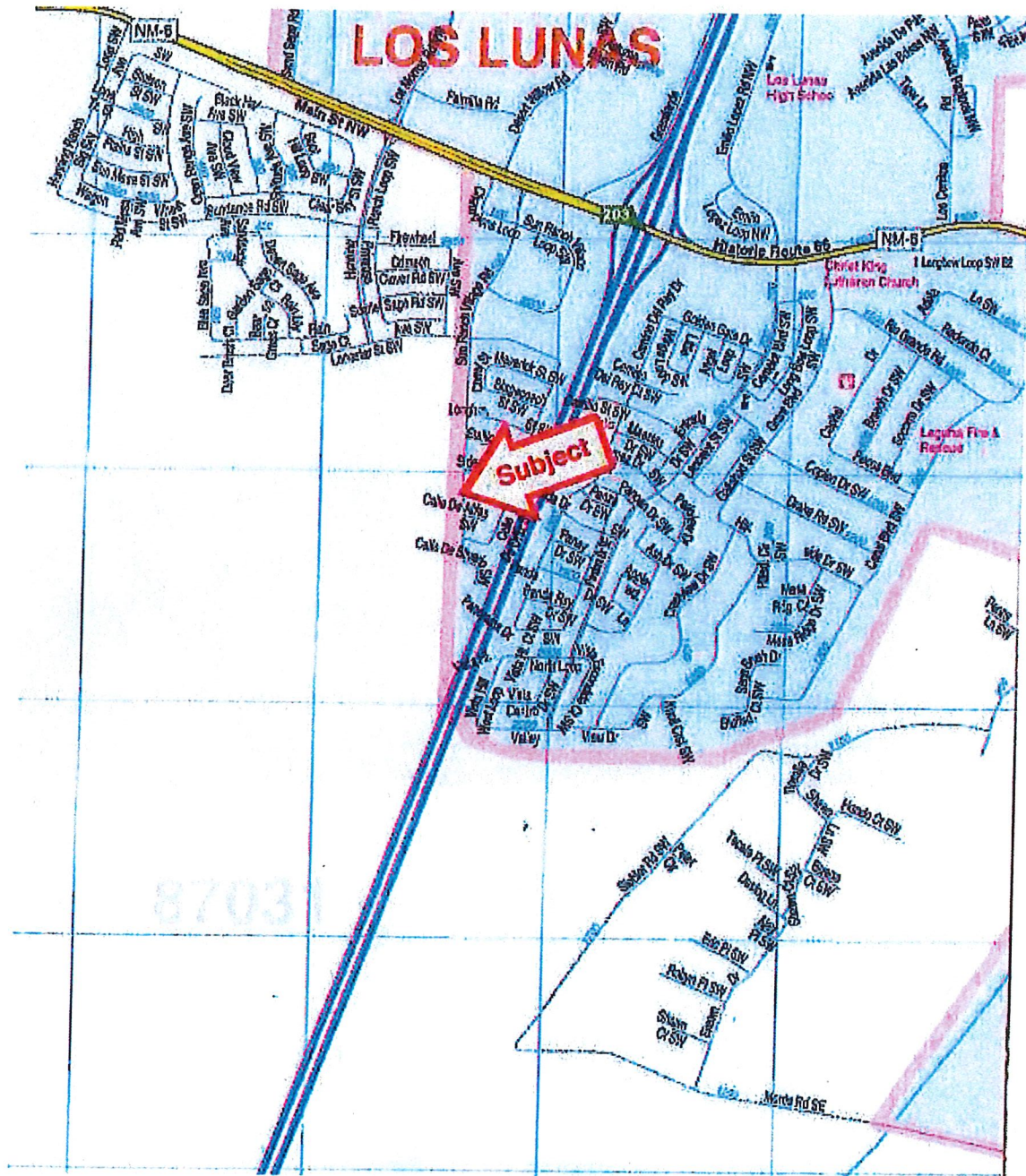


# LOS LUNAS MAP





SUBJECT AREA STREET MAP







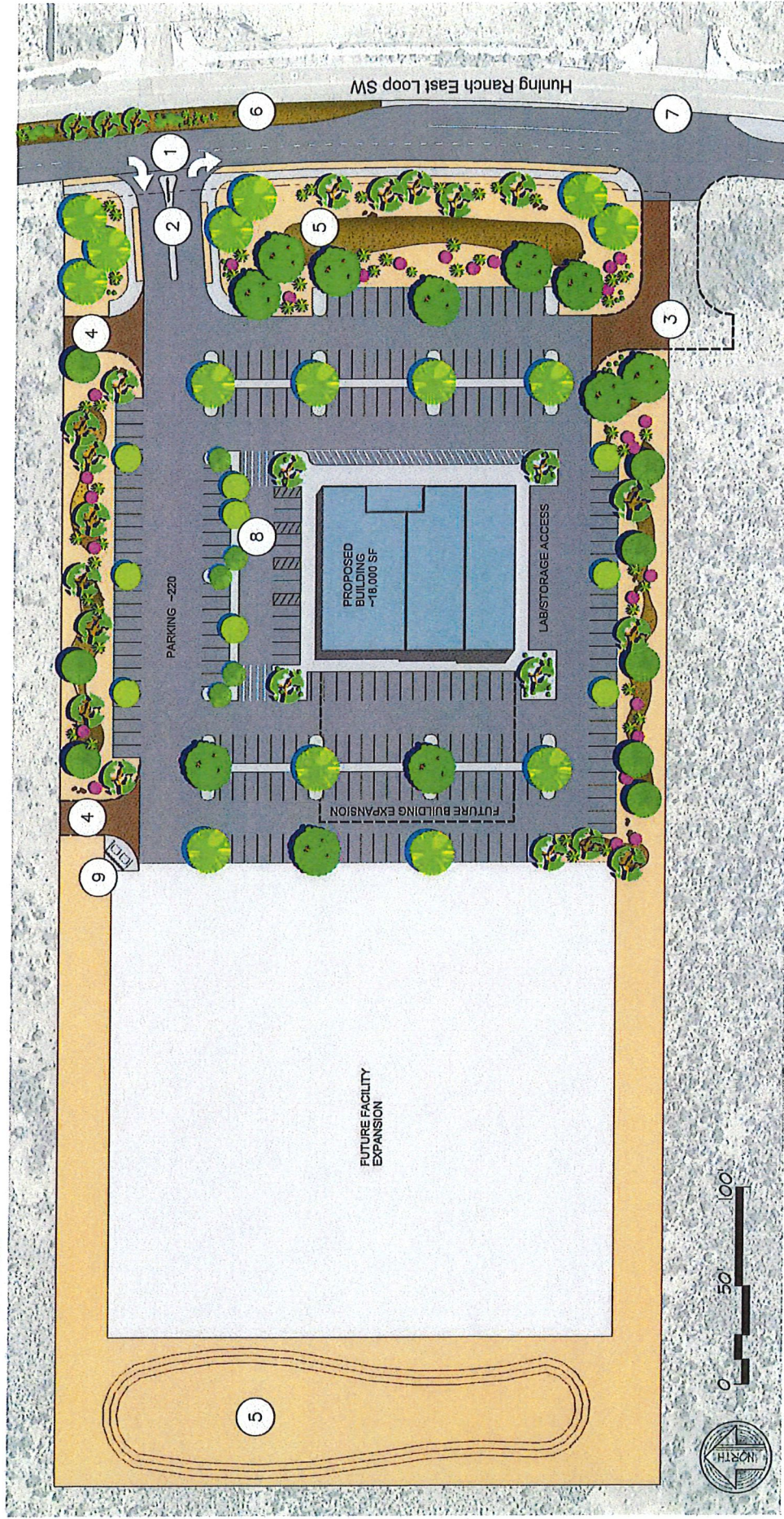
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## Site Components

1. Right-In / Right-Out
2. Project Sign
3. Future Shared Entry
4. Future Connection
5. Storm Water Retention

6. Median Extension
7. Future 4-Way Intersection
8. Accessible Parking
9. Waste Enclosure

# Workforce Training Center







## UNM-Valencia Workforce Training Center Project Justification - SB163

### Basic Facts:

Purpose: Workforce Readiness  
Location: Near Highway 6 in Los Lunas, west of I-25  
Size of facility: 17,000 square feet  
Classrooms: 3 general, 3 computer labs, Small Business Development Center Office  
State Appropriation: \$0  
Cost of land: \$0

### What is the Workforce Training Center?

The UNM-Valencia Workforce Training Center (WTC) is a proposed, fully funded facility. The Huning Limited Partnership has pledged to donate land for the facility. We are asking the legislature to lift the moratorium on branch community college off-campus sites to create this Workforce Training Center. Legislation passed the Senate and the House in 2015 (Senate Bill 255<sup>1</sup>), but unfortunately, Governor Martinez pocket-vetoed the bill.



The WTC, to be constructed in the heart of Los Lunas, will effectively and productively train the local workforce to meet the demands of the booming economic development in Valencia County. The building will include general classrooms and computer labs to provide a flexible environment responsive to the needs of the community and local businesses. It will prepare county residents with the professional and technical skills to meet employers' needs today and into the future. Non-degree programs and credential-focused course offerings will focus on building soft skills and enhancing work readiness.

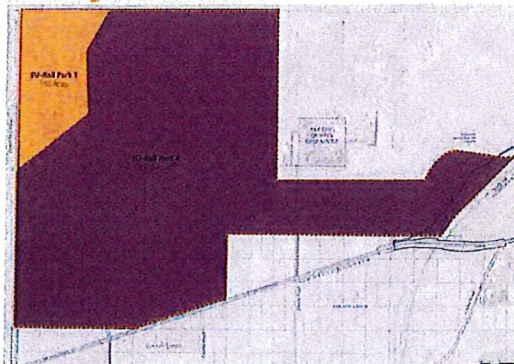


### Why does Valencia County need a Workforce Training Center?

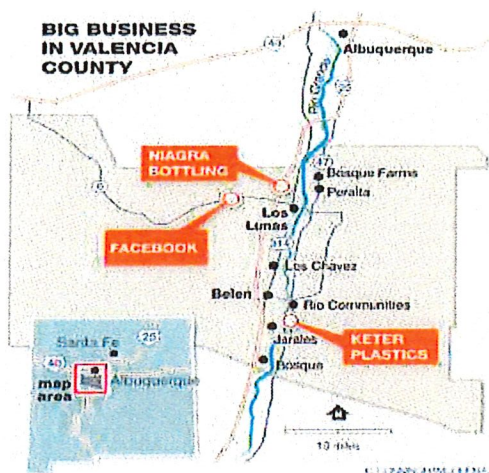
The population growth in Valencia County is among the fastest in the state. Data analysis subzone (DASZ) projections sourced from the U.S. Census' American Community Survey data and the Department of Workforce Solutions predicts that over the next ten years, Valencia County will experience 25.5% annual population growth, 29.3% annual growth in housing units, and 24.9% annual growth in total employment.

Manufacturers, tech firms, and warehouse distributors are relocating or expanding their operations in Valencia County, including Facebook, Keter Plastics, Fresenius Medical Care, Sisneros Brothers Manufacturing, Clariant, Niagara Bottling, Accurate Custom Injection Molding Inc. (ACIM) (Party City), Accurate Machines, TriCore Reference Laboratories, Aristech Surfaces, and Walmart Distribution Center. The metropolitan area also has a continuing major and unmet demand for healthcare. This explosion in economic activity requires a well-trained workforce to fill the demand for jobs.

### CENTRAL NEW MEXICO RAIL PARK Development Plan







### What skills does Valencia County's business community demand of its workforce?

In a survey of top employers in the region, representing nearly 5,000 existing jobs, over a third revealed the need for prospective employees to develop soft skills, including teamwork, supervision and leadership, and communications. Employers repeatedly stated in the survey that the workforce requires instruction in employability skills, such as time management, critical thinking, and how to conduct oneself in a professional environment. Classrooms and computer labs will allow students to earn credentials, take tests, and renew professional licensures. UNM-Valencia has already developed curricula complementary to the demand from local businesses, including industries such as manufacturing and healthcare. This facility would allow the campus to grow its enrollment, serve its community, and bolster the burgeoning economic engine in Valencia County. Students can learn nontechnical skills in a classroom environment, then develop highly technical skills at nearby job sites.



### Who supports this facility?

The WTC has received broad support from legislators, the Village of Los Lunas, the local business community, and county residents. Support for this project will not impact the state appropriations budget. Both chambers of the New Mexico State Legislature approved the creation of this project in 2015, and in the years since Governor Martinez's pocket veto, the demand for the WTC has only grown.

UNM-Valencia wants to be able to serve these populations and these employers. Currently, the campus is already providing English as a Second Language classes to employees at Facebook, at their request. Other companies, such as Niagara Bottling, have also expressed an interest in their workforces taking advantage of this program. The first portion of the program involves classroom instruction, which would take place at the Workforce Training Center. The final portion of the program consists of on-the-job, apprenticeship training that would take place at the student's place of employment. Keter Manufacturing incentivizes their workers by paying for their tuition costs.



VILLAGE of  
**LOS LUNAS**  
NEW MEXICO

In the case of Valencia County, location of services is critical. It can take up to 40 minutes during peak hours to travel to the current campus from I-25. Employers in the area cannot afford to support their workers to engage in this type of training and education unless it is in closer proximity to the workplace, hence the need for an education facility closer to the I-25 corridor.

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AN ACT

RELATING TO HIGHER EDUCATION; ALLOWING THE CREATION OF AN  
OFF-CAMPUS INSTRUCTIONAL CENTER IN VALENCIA COUNTY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. A new section of Chapter 21, Article 7 NMSA  
1978 is enacted to read:

"OFF-CAMPUS INSTRUCTIONAL CENTER FOR UNIVERSITY OF  
NEW MEXICO IN VALENCIA COUNTY.--Pursuant to Section 21-1-26.9  
NMSA 1978, the board of regents of the university of  
New Mexico is authorized to create an off-campus instructional  
center in Valencia county."

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**GIFT AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO  
AND HUNING LLLP**

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This Gift Agreement ("Agreement") sets forth the understanding between Huning LLLP (the "Donor") and The Regents of the University of New Mexico (the "University") with respect to the Donor's offer and the University's acceptance of a gift of real property (the "Land").

1. Upon acceptance by the UNM Board of Regents and required approvals by other governing entities, Donor hereby donates, transfers and assigns to the University, and the University hereby accepts, an irrevocable gift of the Land for the purpose of supporting the ongoing efforts of the UNM Valencia Branch Community College to provide educational services to the community of Los Lunas and Valencia County through the construction of a Workforce Training Center. The donation will be established with an initial gift of approximately nine (9) acres, as described in the legal description, plat and survey set forth in Attachment A.

2. The University intends to construct the Workforce Training Center on the Land as soon as practicable. Accordingly, the University will use its best efforts to secure funding for construction, and to obtain all local and state government approvals necessary to construct the Workforce Training Center, including but not limited to approvals from Valencia County and the State of New Mexico's Higher Education Department and State Board of Finance. If the purpose for which the gift has been instituted becomes impossible to perform or impractical to the extent that the University is unable to use the Land under the existing terms of this Agreement, if the University is unable to obtain funding or the required approvals, or if the University President concludes that carrying out the purpose of the gift would subject the University to an unacceptable risk of legal exposure, the University shall consult with the Donor to modify the use or purpose of the gift. If the Donor is not available, the University's President may recommend to the University's Board of Regents for approval an alternative purpose for the gift as close to and consistent with the Donor's original intent as they can at that time devise.

3. The naming rights provided under this Agreement need to be approved by the University's Board of Regents under Regents' Policy 2.11, "Naming University Facilities, Spaces, Endowments and Programs" and University Business Policy 1020, "Honorary Naming Recognition" and will be administered in accordance with these policies. In recognition of Donor's generosity and the importance of this gift to the community, upon submission of the donation to the Regents, it will be proposed that the Workforce Training Center shall be named "The Huning Center for Workforce Excellence".

4. The Donor has offered to donate an additional gift of approximately nine (9) additional acres of real property adjacent to the Land, if the parties determine that expansion of the Workforce Training Center will be possible on or before the five-year anniversary of the date of this Agreement's execution. If it appears that expansion is probable, but a defined date to begin construction on any expansion cannot be determined by the five-year anniversary of this Agreement, the parties may agree to an extension of time to complete this additional gift.

5. Unless instructed otherwise by the Donor or prohibited by law, the University may announce in any of its publications the donation, the Donor's name, description of the gift, and



other pertinent details of the gift. The parties acknowledge that under New Mexico law, documents related to the gift, including but not limited to this Agreement, may be considered public records.

6. The University will respond to reasonable requests for information made by the Donor, the Donor's immediate family, or other individuals identified in writing by the Donor, about the activities and programs supported by the gift.

7. In the event the Donor seeks a charitable tax deduction for this gift, Donor agrees that it shall be solely responsible for obtaining all required documentation, including but not limited to an appraisal of the Land, and for filing all required forms with the Internal Revenue Service and/or the New Mexico Department of Taxation and Revenue. The University will provide Donor with requested information necessary for Donor's completion of any federal or state tax forms; however, the University provides no representations or advice regard whether or the extent to which this gift may be tax deductible. The Donor is advised to consult its own legal and tax advisors.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives and their lawful successors. As a result, this gift cannot be drawn back by Donor or into Donor's estate, and cannot be undone or changed by Donor's heirs, beneficiaries, creditors or the personal representative of Donor's estate, even if the gift cannot be used by the University as intended.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

10. The terms and conditions of this Agreement may only be amended, modified, or altered by a written instrument signed by the Donor and the University.

**DONOR**

Huning Limited Liability Limited Partnership

Nancy Schnierbach  
Nancy Schnierbach, General Partner

Date: 2-6-2020

Louis F. Huning  
Louis F. Huning, General Partner

Date: 2-6-2020

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**

Teresa Constantinidis  
Teresa Constantinidis, Sr Vice President for Finance  
And Administration

Date: 1/31/2020



## Attachment A

1. **PROJECT NAME:** San Antonio Park  
 2. **PROJECT LOCATION:** Tract 1-4-44-4 & Tract 1-4-44-5, LANDS OF HAWKING LIMITED PARTNERSHIP, within the San Clemente Grant, Incorporated, Section 31, Township 7 North, Range 2 East, N.M.P.M., Range of Las Lunas, Valencia County, New Mexico  
 3. **PROJECT DATE:** August 2015  
 4. **PROJECT TYPE:** Development  
 5. **PROJECT OWNER:** San Antonio Park  
 6. **PROJECT MANAGER:** John Doe  
 7. **PROJECT ENGINEER:** John Doe  
 8. **PROJECT ARCHITECT:** John Doe  
 9. **PROJECT SURVEYOR:** John Doe  
 10. **PROJECT DRAINAGE ENGINEER:** John Doe  
 11. **PROJECT EROSION CONTROL ENGINEER:** John Doe  
 12. **PROJECT GEOTECHNICAL ENGINEER:** John Doe  
 13. **PROJECT ENVIRONMENTAL ENGINEER:** John Doe  
 14. **PROJECT HISTORIC PRESERVATION SPECIALIST:** John Doe  
 15. **PROJECT CULTURAL RESOURCE SPECIALIST:** John Doe  
 16. **PROJECT SOCIAL SCIENCE SPECIALIST:** John Doe  
 17. **PROJECT ECONOMIC ANALYST:** John Doe  
 18. **PROJECT LEGAL COUNSEL:** John Doe  
 19. **PROJECT FINANCIAL ANALYST:** John Doe  
 20. **PROJECT MARKETING SPECIALIST:** John Doe  
 21. **PROJECT COMMUNITY RELATIONS SPECIALIST:** John Doe  
 22. **PROJECT PUBLIC AFFAIRS SPECIALIST:** John Doe  
 23. **PROJECT POLICY ANALYST:** John Doe  
 24. **PROJECT RESEARCHER:** John Doe  
 25. **PROJECT WRITER:** John Doe  
 26. **PROJECT EDITOR:** John Doe  
 27. **PROJECT DESIGNER:** John Doe  
 28. **PROJECT ARTIST:** John Doe  
 29. **PROJECT PHOTOGRAPHER:** John Doe  
 30. **PROJECT VIDEOGRAPHER:** John Doe  
 31. **PROJECT MUSICIAN:** John Doe  
 32. **PROJECT DANCER:** John Doe  
 33. **PROJECT ACTRESS:** John Doe  
 34. **PROJECT COMEDIAN:** John Doe  
 35. **PROJECT SINGER:** John Doe  
 36. **PROJECT PERFORMER:** John Doe  
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 45. **PROJECT TWITTERER:** John Doe  
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