Court Chambers 820 Highway 478 Anthony, NM 88021

City of Anthony, NM Board of Trustees: Regular Meeting MINUTES

Tuesday, July 8th, 2025

6:00pm

Diana Murillo, Mayor Gabriel I. Holguin, MPT Jose Garcia, Trustee Daniel Barreras, Trustee Fernando Herrera, Trustee

You can join meeting using your phone by dialing.

United States: +1(469)312-8116 Access Code: 181 942 046# Please join TEAMS meeting from your computer, tablet or smartphone.

Meeting ID: 222 787 704 524 1

Passcode: YV6DU2sk

All members of the public entity participating remotely must identify themselves whenever they speak and must be clearly audible to the other members.

1. CALL TO ORDER by Mayor Diana Murillo at 6:02pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL Present: MPT Gabriel I. Holguin YES NO

Trustee Jose Garcia
Trustee Daniel Barreras
Trustee Fernando Herrera
Mayor Diana Murillo
YES
NO
YES
NO

Quorum Established YES NO

Traduccion del ingles al español y del español al ingles esta disponible a petición.

Si necesita un traductor, informe la Secretaria de la Ciudad a más tardar una semana antes de la fecha programada de la reunión

4. APPROVAL OF AGENDA ORDER

MPT Holguin addressed prior comments made by Trustee Barreras and reiterated concerns regarding items not being placed on the agenda. He then motioned to adjourn the meeting following public comment. Mayor Murillo explained that the items were excluded due to lack of legal review and non-compliance with the Procurement Code, but notified the Board to proceed with adjournment if desired. The meeting was subsequently adjourned. Due to a miscommunication, the Mayor did not realize the motion included holding public comment prior to adjournment. Despite the adjournment, MPT Holguin, Trustee Garcia, and Trustee Herrera remained and continued with public comment and held some discussion on possible dates to reschedule this meeting.

1st Motion: MPT Holguin 2nd Motion: Trustee Garcia

ROLL CALL VOTE:

MPT Holguin YES NO
Trustee Garcia YES NO

Trustee Barreras YES NO 3-1 Vote, Motion Passes at 6:08pm

Trustee Herrera YES NO

5. PUBLIC COMMENTS (3-minute limit for each person)

6. APPROVAL OF MINUTES

a. Special Meeting: 06/16/2025

b. Regular Meeting: 06/18/2025

c. Special Meeting: 06/23/2025

d.—Special Meeting: 06/23/2025

e. Special Meeting: 07/01/2025

7.—CONSIDERATION AND ACTION

a. Consideration and Action to approve a resolution approving participation in the program of the

- South Central Council of Governments, Inc for Fiscal Year 2025-2026 and approve payment of annual dues in the amount of \$2,764, *Presented by the Projects Coordinator.*
- b. Consideration and Action to select a trade-in vehicle, Presented by HR/CPO.
- c. Consideration and Action to approve an extension of the provisional pay for Albert Gonzalez for covering the Public Works Supervisor duties, *Presented by HR/CPO*.
- **d.** Consideration and Action to approve the appointment of Paul G. Winters and Juliana Hernandez to the City of Anthony Public Library Advisory Board, *Presented by the City Clerk*.

8. CLOSED SESSION

- a. NOTICE IS HEREBY GIVEN that the City of Anthony Board of Trustees will meet in Executive Session Pursuant to NMSA 1978, Section 10-15-1(H)(2) to discuss Limited Personnel Matters regarding the Police Department.
- **b.** Return to Open Session

9.—CONSIDERATION AND ACTION

a. Consideration and Action to approve the hiring of Jannette Soto for the Anthony Police Department, *Presented by the Chief of Police.*

10. FROM THE MAYOR AND TRUSTEES

11. ADJOURNMENT

	Diana Murillo, Mayor
{SEAL} Attest:	
Karla Oropeza	

Court Chambers 820 Highway 478 Anthony, NM 88021

City of Anthony, NM Board of Trustees: Virtual Special Meeting MINUTES

Thursday, July 17^{th,} 2025 10:00am Diana Murillo, Mayor Gabriel I. Holguin, MPT Jose Garcia, Trustee Daniel Barreras, Trustee Fernando Herrera, Trustee

You can join meeting using your phone by dialing.

United States: +1(469)312-8116 Access Code: 430 288 642# Please join TEAMS meeting from your computer, tablet or smartphone.

Meeting ID: 235 273 389 539 3

Passcode: ed9dB7FF

All members of the public entity participating remotely must identify themselves whenever they speak and must be clearly audible to the other members.

- 1. CALL TO ORDER by Mayor Diana Murillo
- 2. PLEDGE OF ALLEGIANCE

3. ROLL CALL Present:

MPT Gabriel I. Holguin YES NO Trustee Iose Garcia YES NO Trustee Daniel Barreras YES NO Trustee Fernando Herrera **YES** NO Mayor Diana Murillo **YES** NO **YES** Quorum Established NO

Traduccion del ingles al español y del español al ingles esta disponible a petición.

Si necesita un traductor, informe la Secretaria de la Ciudad a más tardar una semana antes de la fecha programada de la reunión

4. APPROVAL OF AGENDA ORDER

1ST Motion: MPT Holguin 2nd Motion: Trustee Herrera

ROLL CALL VOTE:

MPT Holguin YES NO

Trustee Garcia YES NO 3-0 Vote, Motion Passes.

Trustee Herrera YES NO

5. CONSIDERATION AND ACTION

a. Consideration and Action to approve a resolution to defer staff salary adjustments post-budget approval pending evaluation outcomes, *Presented by MPT Holguin.* (Resolution 2025-015) MPT Holguin read the proposed resolution. Mayor Murillo expressed hesitation and requested input from attorneys Ben Young and Henry Palomares. Mr. Young raised concerns about the second "WHEREAS" clause, which grants the Governing Body authority to review all staff performance evaluations. He explained this authority is not granted under state statute and further cautioned that allowing the Board to review evaluations, as currently written, could lead to liability issues, including favoritism and unequal treatment of employees. Mr. Palomares agreed, clarifying that while the Governing Body cannot directly review evaluations, they should be informed of the outcomes and receive the Mayor's recommendations regarding salary increases. Mr. Palomares suggested amending the resolution to reflect that the Governing Body is not entitled to review individual evaluations, except under special circumstances, but may receive the Mayor's recommendations on salary adjustments. Amendments were proposed to clarify this distinction. MPT Holguin questioned about evaluations for appointed positions such as the Chief of Police, City Clerk, and City Attorney, which report directly to the Governing Body. He referenced past evaluations conducted by the Governing Body for prior City Managers. Mr. Young clarified that although these employees are under the Governing Body, the responsibility for evaluations still lies with the Mayor, unlike the City Manager, who, under state statute, is directly employed by the Governing Body. Mr. Holguin

acknowledged the limitations of the Board's involvement with other employees but further questioned why the Governing Body cannot evaluate those employees who report directly to the Board. Mr. Young and Mr. Palomares agreed to review job descriptions and relevant policies to better address evaluations for appointed positions. Lastly, Mayor Murillo asked whether an approved salary increases could be applied retroactively to July 1, 2025 as it has already been budgeted. The attorneys agreed to look into the matter and provide clarification.

Original **1**ST **Motion**: MPT Holguin **2nd Motion:** Trustee Garcia **ROLL CALL VOTE:** MPT Holguin YES NO Trustee Garcia YES NO 3-0 Vote, Motion Passes. Trustee Herrera YES NO w/amendments 1st Motion: MPT Holguin **2**nd **Motion**: <u>Trustee Herrera</u> **ROLL CALL VOTE:** MPT Holguin YES NO Trustee Garcia YES NO 3-0 Vote, Motion Passes. Trustee Herrera YES NO 6. ADJOURNMENT **1**ST **Motion**: MPT Holguin **2**nd **Motion**: <u>Trustee Herrera</u> **ROLL CALL VOTE:** YES NO MPT Holguin YES NO 3-0 Vote, Motion Passes at 10:46am Trustee Garcia Trustee Herrera YES NO Diana Murillo, Mayor {SEAL} Attest:

Karla Oropeza, City Clerk

Court Chambers 820 Highway 478 Anthony, NM 88021

City of Anthony, NM Board of Trustees: Regular Meeting MINUTES

Thursday, July 24th, 2025 6:00pm Diana Murillo, Mayor Gabriel I. Holguin, MPT Jose Garcia, Trustee Daniel Barreras, Trustee Fernando Herrera, Trustee

You can join meeting using your phone by dialing.

United States: +1(469)312-8116 Access Code: 181 942 046# Please join TEAMS meeting from your computer, tablet or smartphone.

Meeting ID: 222 787 704 524 1

Passcode: YV6DU2sk

All members of the public entity participating remotely must identify themselves whenever they speak and must be clearly audible to the other members.

1. CALL TO ORDER by Mayor Diana Murillo at 6:08pm

2. PLEDGE OF ALLEGIANCE by Mayor Murillo

3. ROLL CALL Present:

MPT Gabriel I. Holguin NO Trustee Iose Garcia YES NO Trustee Daniel Barreras **YES** NO Trustee Fernando Herrera **YES** NO Mayor Diana Murillo **YES** NO **YES** Quorum Established NO

Traduccion del ingles al español y del español al ingles esta disponible a petición.

Si necesita un traductor, informe la Secretaria de la Ciudad a más tardar una semana antes de la fecha programada de la reunión

4. APPROVAL OF AGENDA ORDER

1st Motion: Trustee Barreras 2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 4-0 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

5. PUBLIC COMMENTS (3-minute limit for each person)

Alejandro Moreno

Iose Chacon

Adrian Perez

Liliana Perez

Gerano Soriano

6. APPROVAL OF MINUTES

a. Special Meeting: 06/16/2025

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>MPT Holguin</u>

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 4-0 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

b. Regular Meeting: 06/18/2025

1st Motion: MPT Holguin 2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 4-0 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

c. Special Meeting: 06/23/2025

1st Motion: MPT Holguin 2nd Motion: Trustee Garcia

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 3-1 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

d. Special Meeting: 06/23/2025

w/ amendments 1st Motion: MPT Holguin 2nd Motion: Trustee Garcia

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 3-1 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

e. Special Meeting: 07/01/2025

1st Motion: MPT Holguin 2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 4-0 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

f. Regular Meeting: 07/08/2025 (POSTPONED)

Motion to Postpone 1st Motion: MPT Holguin 2nd Motion: Trustee Garcia

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 3-1 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

7. PRESENTATION

a. Del Oro Dairy Petition, *Presented by Anna Cruz*.

Ms. Cruz, speaking on behalf of herself and several other residents living near the Del Oro Dairy, expressed concern over the ongoing fly problem attributed to the dairy and asked whether anything could be done to address the issue. Mayor Murillo explained that previous efforts had been made but were ultimately unsuccessful due to the dairy being located outside of city limits. Several Trustees echoed the residents' frustrations, noting the impact on the quality of life for those living near the facility. Trustee Herrera and Trustee Garcia both proposed annexation as a potential long-term solution and assured residents that their concerns are being taken seriously. They acknowledged the issue as a longstanding problem and committed to exploring possible actions moving forward.

- **8. DISCUSSION** **Per the advice of the City Attorney, discussion for items 8a and 8b was held concurrently.*
 - **a.** Discussion on the Finance Policies.
 - **b.** Discussion on the Procurement Process regarding the statutory removal of the Mayor, *Presented by MPT Holguin.*

The City's Procurement Officer and City Attorney clarified that, per state statute, procurement of professional services must be conducted by the CPO, not by any other staff member or elected official. MPT Holguin expressed urgency on the item and voiced concerns with following the standard procurement process due to past experiences in which he believes the CPO delayed Board-directed actions, such as the sale of the ADA truck and certain hiring decisions. Despite these concerns, the City Attorney concluded by reaffirming that, in accordance with state law, the City should proceed with procurement through the CPO to ensure compliance and avoid potential legal issues.

9. CONSIDERATION AND ACTION

a. Consideration and Action to approve a resolution approving participation in the program of the South Central Council of Governments, Inc for Fiscal Year 2025-2026 and approve payment of annual dues in the amount of \$2,764, Presented by the Projects Coordinator. (Resolution 2025-016)

The Project Coordinator provided an overview of the annual resolution and membership dues associated with the City's participation in the South Central Council of Governments, and gave a brief explanation of the resources available through membership. It was noted that the designated representative and alternate remain the same as the previous year.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO
Trustee Barreras YES NO

YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

b. Consideration and Action to approve the New Mexico Clean & Beautiful (NMBC) grant agreement in the amount of \$3,428.91, *Presented by Projects Coordinator*.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Truste Herrera</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO
Trustee Barreras YES NO

4-0 Vote, Motion Passes.

Trustee Herrera YES NO

c. Consideration and Action to approve an outstanding expenditure for Public Works to the repair of the Walking Path Lighting in the amount of \$1,440, *Presented by Public Works.*

Mr. Albert Gonzalez from Public Works explained that the expenditure was for a service call to repair lighting along the Walking Path. Since the exact issue couldn't be identified, a trusted vendor was contacted, which is why no additional quotes were obtained. The issue, previously raised by board members and residents, has been resolved, and approval was requested in accordance with finance policies.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

d. Consideration and Action to select a trade-in vehicle, *Presented by HR/CPO*.

The CPO presented the current vehicle options and requested that the Board provide their top three choices to ensure availability. A comparison was provided based on engine specifications and mileage. A motion was made and approved to select the following vehicles: 1. Chevy Equinox, 2. Hyundai Santa Fe and 3. Honda Passport.

Original w/ amendment 1st Motion: Trustee Barreras 2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin YES NO Trustee Garcia YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

Amended: 1st Motion: MPT Holguin 2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin

Trustee Garcia

YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

e. Consideration and Action to approve an extension of the provisional pay for Albert Gonzalez for covering the Public Works Supervisor duties, *Presented by HR/CPO*.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Truste Herrera</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

f. Consideration and Action to approve the appointment of Paul G. Winters and Juliana Hernandez to the City of Anthony Public Library Advisory Board, *Presented by the City Clerk*.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 4-0 Vote, Motion Passes.

Trustee Barreras YES NO
Trustee Herrera YES NO

g. Consideration and Action to reschedule the August 6th, 2025 Regular Board of Trustees Meeting, *Presented by the City Clerk.*

The City Clerk explained that, with a couple of Trustees scheduled to be out of town for training during the next regular meeting, she felt it was appropriate to bring the matter to the Board to consider rescheduling. To allow those Trustees the opportunity to attend in person, Mayor Murillo suggested moving the August 6th meeting to August 4th, and all members agreed.

Original 1st Motion: Trustee Barreras2nd Motion: Trustee HerreraRescheduled to August 4th: 1st Motion: Trustee Herrera2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

10. CLOSED SESSION

a. NOTICE IS HEREBY GIVEN that the City of Anthony Board of Trustees will meet in Executive Session Pursuant to NMSA 1978, Section 10-15-1(H)(2) to discuss Limited Personnel Matters regarding the Police Department and Pursuant to NMSA 1978, Section 10-15-1 (H)(7) to discuss potential ligation regarding 801 Livesay and Stelzner, Winter, Warburton, Flores & Dawes, P.A.'s outstanding invoice.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin

Trustee Garcia

YES NO

Trustee Garcia

Trustee Barreras YES NO 4-0 Vote, Motion Passes at 8:22pm

Trustee Herrera YES NO

b. Return to Open Session *No decision was made during Executive Session.

1st Motion: <u>Trustee Garcia</u> 2nd Motion: <u>Trustee Barreras</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes at 8:53pm

Trustee Herrera YES NO

11. CONSIDERATION AND ACTION

a. Consideration and Action to approve the hiring of Jannette Soto for the Anthony Police

Department, Presented by the Chief of Police.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO Trustee Garcia YES NO

Trustee Barreras YES NO 4-0 Vote, Motion Passes.

Trustee Herrera YES NO

b. Consideration and Action on the Stelzner, Winter, Warburton, Flores & Dawes, P.A.'s outstanding invoice.

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO

Trustee Barreras YES NO 3-1 Vote, Motion Passes.

Trustee Herrera YES NO

12. FROM THE MAYOR AND TRUSTEES

Trustee Herrera: An update was requested on the CDC position. The HR Director stated that the position was reposted due to a lack of qualified applicants. It was suggested that if no qualified candidates apply, the job descripted may need to be amended. Raised concerns regarding the Urgent Care not operating during typical urgent care hours. Shared that several business owners near Ernesto's are requesting that the street be converted to a one-way to alleviate congestion once construction is completed. The Mayor advised that she will work with NMDOT to address that. Inquired about online streaming of public meetings. The IT Assistant confirmed that streaming will begin by the next regular meeting. **Trustee Barreras:** Requested on an update regarding the lien on a property. Rasised concerns from residents regarding the lack of signage for the Urgent Care. Trustee Garcia commented that he had seen and individual placing signs near the entrance. Requested an update on the status of another entrance to the Urgent Care. Lastly, thanked Public Works for their prompt work on repair of some streets.

Trustee Garcia: Requested the replacement of two stop signs near Ernesto's, the Mayor confirmed that the signs were replaced earlier that morning. Requested physical copies of the Urgent Care Lease Agreement. Requested an update on the bleachers for the Municipal Soccer Field. Brought up concerns about the sitting water in the field. Shared that the P&Z Commission will be holding a workshop to discuss potential amendments to the Master Plan on August 13th at 6:30pm.

MPT Holguin: Shared that he is speaking with Bill Kellen from American Family Entertainment Centers and that they are proposing a potential workshop to meet with them prior to entering or committing their business outside of Anthony. Invited the public to the District 2 Dona Ana County Commission meeting on August 15th at 6:00pm. Shared with the Board that he's spoken to Danny Dominguez and that he is interested in coming into compliance and expressed the desire to hold a meeting with him an the rest of the Board to discuss potential solutions.

13. ADJOURNMENT

1st Motion: <u>Trustee Barreras</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO
Trustee Garcia YES NO
Trustee Barreras YES NO

reras YES NO 4-0 Vote, Motion Passes at 9:20pm.

Trustee Herrera YES NO

{SEAL} Attest:

Karla Oropeza, City Clerk



Court Chambers 820 Highway 478 Anthony, NM 88021

City of Anthony, NM Board of Trustees: Budget Workshop MINUTES Monday, July 28, 2025

6:00pm

Diana Murillo, Mayor Gabriel I. Holguin, MPT Jose Garcia, Trustee Daniel Barreras, Trustee Fernando Herrera, Trustee

You can join meeting using your phone by dialing.

United States: +1(469)312-8116 Access Code: 574 281 850# Please join TEAMS meeting from your computer, tablet or smartphone.

Meeting ID: 295 340 803 654 4

Passcode: WD7yK6mA

All members of the public entity participating remotely must identify themselves whenever they speak and must be clearly audible to the other members.

- 1. **CALL TO ORDER** by MPT Holguin at 6:03pm
- 2. PLEDGE OF ALLEGIANCE

3. ROLL CALL Present: MPT Gabriel I. Holguin YES NO

Trustee Jose Garcia YES NO
Trustee Daniel Barreras YES NO
Trustee Fernando Herrera YES NO
Mayor Diana Murillo YES NO

Quorum Established YES NO

Traduccion del ingles al español y del español al ingles esta disponible a petición.

Si necesita un traductor, informe la Secretaria de la Ciudad a más tardar una semana antes de la fecha programada de la reunión

4. APPROVAL OF AGENDA ORDER

1st Motion: <u>Trustee Garcia</u> 2nd Motion: <u>Trustee Herrera</u>

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 3-0 Vote, Motion Passes.

Trustee Herrera YES NO

5. PRESENTATION

a. Presentation of the Financial Reports for June 2025, *Presented by the Finance Director.*The Finance Director reviewed the final month of Fiscal Year 2025. Overall, expenditures were in line with projections, with the exception of minor adjustments needed. Total expenses amounted to \$3,920,479.69, resulting in a surplus of \$537,478.50. Trustee Herrera requested a detailed breakdown of revenues generated from rental properties and city facilities such as Adams Park and the Doreen Gallegos Building.

6. ADJOURNMENT

1st Motion: Trustee Herrera 2nd Motion: Trustee Garcia

Roll Call Vote:

MPT Holguin YES NO

Trustee Garcia YES NO 3-0 Vote, Motion Passes at 6:23pm.

Trustee Herrera YES NO

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Karla Oropeza, City Clerk





Help your city reduce crime with devices that capture objective evidence 24/7



Flock Safety provides an affordable, infrastructure-light public safety operating system for cities who want to reduce crime within a principled framework. Our license plate recognition (LPR) cameras, audio detection sensors, situational awareness cameras, and FlockOS platform help everyone in a city — law enforcement, public officials, schools, businesses, and community members – work together in pursuit of a safer community.

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Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the City Council.

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DETECT

Objective evidence your police need to solve crime.



DECODE

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DELIVER

real-time to police if a wanted or stolen vehicle drives by

Public Safety Technology Built with Principles

YOU OWN THE FOOTAGE

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PROTECT PRIVACY

All data automatically deletes by default every 30 days on a rolling basis and is encrypted.

PROMOTE TRANSPARENCY AND ACCOUNTABILITY

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and logs searches in an audit report.

CLEAR PRICING AND INFRASTRUCTURE FREE

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PROTECT THE WHOLE COMMUNITY

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JOSH MCCURN

Council Member | Lexington, KY

RESOLUTION NO.	
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A RESOLUTION OF THE <u>BOARD OF TRUSTEES</u> OF <u>THE CITY OF ANTHONY</u>, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE <u>MAYOR</u> TO ACT AS THE <u>CITY OF ANTHONY'S</u> CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE <u>CITY OF ANTHONY'S</u> PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within <u>the City of Anthony</u> for neighborhood improvement projects in several low and moderate income neighborhoods, and the <u>City of Anthony</u> desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the <u>City of Anthony</u> has held <u>two</u> public hearings for public input and comment on <u>May 14 & 15, 2025</u> during the application process; and

WHEREAS, the <u>Board of Trustees</u> finds that there is a significant need to undertake <u>the Multi-</u> Generational Building Phase II to provide adequate services to the community; and

WHEREAS, the <u>Board of Trustees</u> determines that <u>the Multi-Generational Building Phase II</u> meets the requirements of the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE <u>CITY OF ANTHONY</u>, **NEW MEXICO**, that

- The <u>City of Anthony</u> is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration for <u>the Multi-Generational Building Phase II</u>;
- That the <u>Board of Trustees</u> directs and designates the <u>Mayor</u> as the <u>City of Anthony's</u>
 Chief Executive Officer and Authorized Representative to act in all matters in
 connection with this application and the
 <u>City of Anthony's</u> participation in the New Mexico Community Development
 Block Grant Program.
- 3. The <u>City of Anthony</u> officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

		City of Anthony, New Mexico
Signature, Chief Elected Official		Applicant Entity (County or Municipality)
Name (Typed or Printed	1)	
Title	Date	

J

Exhibit 3-B

CONTRACT FOR ADMINISTRATIVE SERVICES

Project					
Contract N°		Proj	ject N°.		
	SEAL ON THE SEAL		NEW MAN	Distribution to: D Owner D Consultant D LGD D Other	
Comm	nunity Developm	ent Block C	Frant Program	ı	
This Agreement entered into thi	sday of		, 20, by an	nd between	
the "Grantee"		and the "Co	nsultant"		
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[This document was prepared to be used with Community Development Block Grant and state funded projects. This document has important legal consequences; consultation with an Attorney is encouraged with respect to its completion or modification]

L

PART I -- AGREEMENT

This Agreement for professional services is by and bet	tween,
	name of grantee
(hereinafter called the "Grantee" or "Owner") and	a corporation
na	ame of consultant
organized under the laws of the State of New Mexico,	(hereinafter called the "Consultant").
WITNESSETH THAT.	

WITNESSETH THAT:

WHEREAS, Grantee has entered into an agreement with the State of New Mexico for the implementation of the Community Development Block Grant (CDBG) Program pursuant to Title 1 of the Housing and Community Development Act of 1974; and,

WHEREAS, Grantee desires to engage Consultant to render certain administrative services in connection with its CDBG Program;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Grantee agrees to engage Consultant, and Consultant agrees to satisfactorily perform the following scope of services:

2. Scope of Services

- A. With the assistance of the grantee, help conduct public hearings. This includes, but is not limited to, tasks such as assisting with public hearings, preparing public notices, and documenting citizen input.
- B. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation of the Request for Release of Funds, and obtaining adequate backup documentation. For activities which are not exempt from environmental assessments, environmental assessment will be prepared. For activities which are exempt or categorically excluded from environmental assessments, a written Finding of Exemption will be prepared, which should identify the project or activity, and under which category of exemption it falls. Documentation of compliance with the requirements of historic preservation, flood plains and wetlands, and other applicable authorities must be included.
 - **C**. Coordinate requests for payment with the grantee to insure consistency with the letter of credit procedures established for the CDBG program.

- D. Insure that the grantee has an acceptable financial management system for the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- E. Establish grantee project files. These must be maintained in compliance with all applicable state, local and federal regulations. Monitor project files throughout the program to insure they are complete and that all necessary documentation is being retained in the grantee's files.
- F. If applicable, assist grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- G. Obtain contractor and subcontractor clearances from the state.
- H. Check weekly payrolls to insure compliance with wage decisions. Conduct onsite interviews and compare the results with appropriate payrolls.
- I. Monitor construction to insure compliance with Equal Opportunity and Labor Standards Provisions.
- J. Make progress inspections and certify partial payment requests.
- K. Accompany design professional on final inspection and issue a final certificate of payment.
- L. Prepare close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

Services in each of the task areas above shall be performed at the direction of the Director, Department of Community Development, or his designated representative.

3. Time of Performance

The Consultant shall commence work on ______, and shall continue providing services in the sequence appropriate to Grantee's CDBG project. All services shall be completed no later than twenty four months from the date of this Agreement.

4. Access to Information

It is agreed that all available information, data, reports, records and maps shall be furnished to Consultant by Grantee and its agencies. No charge will be made to Consultant for such information, and Grantee and its agencies will cooperate with Consultant to facilitate the performance of the work described in this Agreement.

5. Compensation and Method of Payment

for all services, including travel, per diem and other expenses. All work will be performed on a time and materials basis. Consultant time

for principal and staff will be provided at their respective rates of pay times for direct personal expense. Ten percent (10%) of the total contract amount shall be retained by Grantee until formal closeout of the project by the state.

Travel at the lowest practicable class of common carrier and per diem costs at the amount set in Grantee's mileage and per diem regulations for food, lodging and incidental expenses are INCLUDED in the maximum contract amount.

For payments due, Consultant shall submit monthly invoices to Grantee for costs incurred in that period. Invoices shall itemize the tasks completed, person-days provided, and shall list the travel and per diem costs incurred in performing the tasks. The invoice shall be payable to the Consultant within 20 days of receipt by Grantee.

The Consultant agrees to keep accurate records of all time and expenses allocated to the work. Such records shall be kept in the office of the Consultant and shall be made available to Grantee for inspection and copying upon reasonable request.

6. Ownership of Documents

All documents and data produced are the property of the Grantee. Consultant may retain reproducible copies.

7. <u>Indemnification</u>

Consultant shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes or contributions imposed or required under Social Security, Workman's Compensation, and income tax laws. Consultant shall hold Grantee harmless with respect to any damages, expenses, or claims arising from or in connection with any negligent acts, errors or omissions performed by Consultant under this Agreement. This shall not be construed as a limitation of Consultant's liability under this Agreement, or as otherwise provided by law.

8. Expert Testimony

Grantee agrees to pay for additional staff time, at the contract hourly billing rates, plus expenses at cost, that might be required for expert testimony or court appearances, including preparation time and legal costs that might arise because of Consultant's involvement in this assignment, whether subpoenaed by the Grantee or any other party.

9. Terms and Conditions

This Agreement is subject to the provisions titled "Part II, Federal Terms and Conditions for Professional Services" consisting of six (6) pages, attached hereto and incorporated herein by reference.

Grantee:	Consultant:
11. <u>Captions</u>	
	been supplied with a caption only to serve as a guide to ontrol the meaning of a paragraph or in any way ion.
12. Contingent Upon Funding Award This agreement is contingent upon fun	ding award.
ATTEST:	Grantee:
	By:
	Title:
	Date:
	Consultant:
	Consultant:

PART II FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1. Termination of Contract for Cause - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

- 2. <u>Termination for Convenience of the Owner</u> The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, paragraph 1 hereof relative to termination shall apply.
- 3. <u>Changes</u> The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.

4. **Personnel** -

- a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- b. All of the services required hereunder will be performed by the Consultant or

- under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.
- 5. Assignability The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Consultant from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
- 6. **Reports and Information** The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 7. **Records and Audits** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.
- 8. **<u>Findings Confidential</u>** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall **not** be made available to any individual or organization without the prior written approval of the Owner.
- 9. <u>Copyright</u> No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
- 10. <u>Compliance with Local Laws</u> The Consultant shall comply with all applicable laws, ordinances and codes of the State and the Owner, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 11. **Equal Employment Opportunity** During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Consultant's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owners's representative may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the Owner, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. <u>Civil Rights Act of 1964</u> - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. <u>"Section 3" Compliance in the Provision of Training, Employment and Business</u> Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to

comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- 15. <u>Interest of Members of the Owner</u> No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- 16. <u>Interest of other Local Public Officials</u> No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
- 17. <u>Interest of Consultant and Employees</u> The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- 18. <u>Access to Records</u> The State funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of closeout of the grant.



A RESOLUTION APPROVING FINAL BUDGET ADJUSTMENTS FOR THE FISCAL YEAR 2024 – 2025 FOR THE CITY OF ANTHONY, NEW MEXICO

- **WHEREAS**, the Board of Trustees of the City of Anthony, New Mexico developed a budget for fiscal year 2024 2025; and
- **WHEREAS**, budget adjustments and account reclassifications in various departments within the City of Anthony have become necessary to reflect updated budgetary information; and
- **WHEREAS**, these changes will be made and will be reflected on the 4th quarter budget report; and
- **WHEREAS**, adjustments such as these are customary in Municipal Government, and these budget adjustments are depicted below.

These are expenses and revenues not budgeted during the annual budget preparation.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Anthony, New Mexico hereby approved and respectfully submitted to the New Mexico Department of Finance and Administration Local Government Division for approval:

PASSED, APPROVED AND ADOPTED THIS 4TH DAY OF AUGUST OF 2025.

	Diana Murillo, Mayor	
{SEAL}		
Attest:		
Karla Oropeza, City Clerk		
ROLL CALL VOTE:		
Gabriel I. Holguin, MPT	YES NO	
Jose Garcia Trustee	YES NO	
Daniel Barreras, Trustee	YES NO	
Fernando Herrera. Trustee	YES NO	



Resolution 2025-0XX

A RESOLUTION APPROVING THE 4TH QUARTER AND END OF THE FISCAL YEAR FOR THE FISCAL YEAR 2024-2025 FOR THE CITY OF ANTHONY, NEW MEXICO.

WHEREAS, the Board of Trustees of the City of Anthony, New Mexico reviewed the approved budget for fiscal year 2024-2025; and

WHEREAS, said budget expenditures where in accordance with the needs and through cooperation with all user departments, elected officials, and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly posted on the respective dated and in compliance with the New Mexico Open Meetings Act; and

WHEREAS, it is the majority opinion of the Governing Body of the City of Anthony, New Mexico that the revenues and expenditures meets the needs of the City of Anthony.

These are expenses and revenues occurred during the 4th Quarter hence the end of the Fiscal Year 2024-2025.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Anthony, New Mexico hereby approved and respectfully submitted to the New Mexico Department of Finance and Administration Local Government Division for approval.

PASSED, APPROVED AND ADOPTED THIS 4th DAY OF AUGUST, 2025.

	Diana Murillo, Mayor	
{SEAL}		
Attest:		
Karla Oropeza, City Clerk		



Resolution 2025-0XX

ROLL CALL VOTE:

Gabriel I. Holguin, MPT	YES NO	
Jose Garcia, Trustee	YES NO	
,		
Daniel Barreras, Trustee	YES NO	
Damer Barreras, Trastee	. 23	
Fernando Herrera, Trustee	YES NO	
Terriando Herrera, Trustee	ILS NO	