

Court Chambers  
820 Highway 478  
Anthony, NM 88021

**City of Anthony, NM**  
**Board of Trustees: Regular Meeting**  
**MINUTES**  
**Wednesday, August 20<sup>th</sup>, 2025**

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](tel:+14693128116)  
Access Code: 451 513 616#**

**6:00pm**

**Please join TEAMS meeting from your  
computer, tablet or smartphone.**

**[Meeting ID: 296 237 068 151 4](#)  
[Passcode: z3BD7on7](#)**

*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 6:00pm**

**2. PLEDGE OF ALLEGIANCE**

<b>3. ROLL CALL</b>	Present:	MPT Gabriel I. Holguin	<b>YES</b>	NO
		Trustee Jose Garcia	<b>YES</b>	NO
		Trustee Daniel Barreras	<b>YES</b>	NO
		Trustee Fernando Herrera	<b>YES</b>	NO
		Mayor Diana Murillo	<b>YES</b>	NO
		Quorum Established	<b>YES</b>	NO

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*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**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Barreras	<b>YES</b>	NO
Trustee Herrera	<b>YES</b>	NO

4-0 Vote, Motion Passes.

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

Sylvia Hidalgo  
Irene Miramontez  
Cecilia Acosta  
Adrian Perez  
Sarahi Aguirre  
Martha Gutierrez

**6. APPROVAL OF MINUTES**

**a. Regular Meeting: 08/04/2025**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** MPT Holguin

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Barreras	<b>YES</b>	NO
Trustee Herrera	<b>YES</b>	NO

4-0 Vote, Motion Passes.

*w/ amendment* **1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Barreras	<b>YES</b>	NO

4-0 Vote, Motion Passes.

Trustee Herrera      YES NO

## 7. CONSIDERATION AND ACTION

- a. Consideration and Action to approve the Utility Easement Agreement and Franchise Fee Waiver between the City of Anthony and the Mescalero Apache Telecom, Inc., **Presented by Godfrey Enjady, General Manager for Mescalero Apache Telecom, Inc. and Alan Morel.**

*Alan Morel, general counsel for Mescalero Apache Telecom, along with General Manager Ghatrri Anjati and Engineer Doug Schmidt, presented a request for a utility easement through the City of Anthony. Mescalero Apache Telecom is the only tribally owned telephone company in New Mexico, serving about 1,200 residents on the Mescalero Apache Reservation. The company received a Tribal Broadband Connectivity Program grant to construct a 160-mile middle-mile fiber project from Mescalero to downtown El Paso, Texas. Approximately 4,317 feet of the fiber line will run through the City of Anthony. A utility easement has been prepared in coordination with Mr. Palmares for this portion of the route. The company requested consideration of a waiver of a franchise agreement/fee, as no services will be provided along the route; the fiber line will only serve as transport to El Paso, Texas. Mescalero Apache Telecom acknowledged the City may charge a fee for the easement and expressed willingness to comply. There was some discussion on proposed fees, Mr. Morel shared that the company will be more comfortable with paying some sort of fee to ensure fairness and avoid any violation of the Anti-Donation Clause. It was ultimately postponed to the following meeting to evaluate potential fees that can be charged.*

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** MPT Holguin

To postpone: **1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Garcia

**Roll Call Vote:**

MPT Holguin      YES NO

Trustee Garcia      YES NO

Trustee Barreras      YES NO

Trustee Herrera      YES NO

4-0 Vote, Motion Passes.

- b. Consideration and Action to approve On-Call Morrow Enterprises, Grant Street Construction in the amount of \$544,410.74, including NMGR, **Presented by the Projects Coordinator.**

*The item presented was the construction of Grant Street, with funding from capital outlay appropriations and the mill tax levy. In response to questions from MPT Holguin, Eric Hamilton with BHI explained that the project will consist of a new base course and new asphalt along the entire street but does not include curb and gutter. Concerns regarding drainage and the elevation difference between the current road and the new road were addressed, with Mr. Hamilton noting that these issues had been accounted for in the reconstruction plans.*

**1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin      YES NO

Trustee Garcia      YES NO

Trustee Barreras      YES NO

Trustee Herrera      YES NO

4-0 Vote, Motion Passes.

- c. Consideration and Action to approve On-Call Bohanna Huston, Grant Street Construction Administration Services (amendment) in the amount \$35,039.00 including NMGR, **Presented by the Projects Coordinator.**

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** MPT Holguin

**Roll Call Vote:**

MPT Holguin      YES NO

Trustee Garcia      YES NO

Trustee Barreras      YES NO

Trustee Herrera      YES NO

4-0 Vote, Motion Passes.

- d. Consideration and Action to approve Capital Appropriation Project 25-J4119 for the Multigenerational Building Phase II, in the amount of \$117,310.42, **Presented by the Projects**

**Coordinator.**

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- e. Consideration and Action to approve the Evidence Technician job description, ***Presented by the Chief of Police and HR Director.***

*The Chief of Police explained that the Evidence Technician position is important for daily operations, helping maintain the integrity of investigations, and providing support to the officers. She further mentioned that the Police Department is running out of space, and one of the reasons for requesting this position is so they can handle destruction orders and free up room while also keeping up with the department's growth. She added that the department is willing to reclassify one of the open officer positions into the Evidence Technician role so it won't affect the current budget. MPT Holguin would like to see the HR Department be contracted out prior to this approval to ensure this position is a good fit he further motioned to make this position a temporary position; motion was not seconded and therefore died on the floor.*

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Herrera

*Motion for a Temporary Position:* **1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** NONE

*Motion Dies*

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- f. Consideration and Action to approve the quote for the CivicPlus SeeClickFix 311 module for the new city website, ***Presented by the IT Assistant.***

*The IT Assistant presented a website module that would allow departments such as Public Works and Animal Control to provide updates on ongoing issues within the city. The module would also give residents the ability to report concerns directly to the appropriate department, helping to streamline responses and improve communication. This addition addresses feedback from residents who noted they are often unaware of city activities. It was agreed to proceed with the lower of the two quotes to test the module's usability and effectiveness.*

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- g. Consideration and Action to approve the Conterra Networks quote in the amount of \$870 to provide internet to Adams Ballpark, ***Presented by the IT Assistant.***

*The IT Assistant presented a request to provide internet access at Adams Park. The intent is to support the installation of security cameras and potentially offer Wi-Fi access to park users in the future.*

**1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

- h. Consideration and Action to approve a quote and service provider to implement email protection,

***Presented by the IT Assistant.***

*The IT Assistant requested approval of this item in response to the increasing number of phishing and scam emails received by the city, which pose potential security risks. The IT Assistant reviewed the services offered by several companies, noting that while the core protections were similar, some included training courses to help staff avoid security threats. Following discussion of the pros and cons, and with the possibility of a discount being shared, action on this item was postponed.*

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

*To postpone:* **1<sup>st</sup> Motion :** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

**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) regarding limited personnel matters related to the Community Development Coordinator applications.

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes at 8:35pm

- b. Return to Open Session. *\* No decision was made during closed session. MPT presided over the remainder of the meeting.*

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes at 9:14pm

**9. CONSIDERATION AND ACTION**

- a. Consideration and Action to amend the Community Development Coordinator job description, ***Presented by the HR Director.***

*Most notable change was to include overseeing the Animal Control Department.*

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Barreras

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO

Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

**10. ITEMS FROM THE MAYOR AND TRUSTEES.**

***Trustee Herrera: NONE***

***Trustee Barreras: NONE***

***Trustee Garcia: Requested and update on the name change for the public library and update on Annexation. Requested the following Items: Presentation/Discussion by Bill Kellen, American Family Entertainment Centers, LLC. On a proposed development within the City of Anthony.***

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> motion:** Trustee Herrera

**Roll Call Vote:**

MPT Holguin **YES** NO

Trustee Garcia **YES** NO

Trustee Barreras **YES** NO  
Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

**1<sup>st</sup> motion:** Trustee Garcia

**2<sup>nd</sup> motion:** Trustee Herrera

**Roll Call Vote:**

MPT Holguin **YES** NO  
Trustee Garcia **YES** NO  
Trustee Barreras **YES** NO  
Trustee Herrera **YES** NO

4-0 Vote, Motion Passes.

***MPT Holguin:*** Requested a special meeting on Monday at 6:30pm to discussed fee schedule and usage for the municipal soccer field.

**1<sup>st</sup> motion:** MPT Holguin

**2<sup>nd</sup> motion:** Trustee Garcia

**Roll Call Vote:**

MPT Holguin **YES** NO  
Trustee Garcia **YES** NO  
Trustee Barreras **YES** **NO**  
Trustee Herrera **YES** NO

3-1 Vote, Motion Passes.

**11. ADJOURNMENT**

**1<sup>st</sup> Motion:** Trustee Garcia

**2<sup>nd</sup> Motion:** Trustee Herrera

**Roll Call Vote:**

MPT Holguin **YES** NO  
Trustee Garcia **YES** NO  
Trustee Barreras **YES** NO  
Trustee Herrera **YES** NO

4-0 Vote, Motion Passes 9:52pm

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Diana Murillo, Mayor

(SEAL)

Attest:

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Karla Oropeza, City Clerk

Court Chambers  
820 Highway 478  
Anthony, NM 88021

**City of Anthony, NM**  
**Board of Trustees: Budget Workshop**  
**MINUTES**  
**Monday, August 25, 2025**  
**6:00pm**

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

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by dialing.**

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**Access Code: [791 445 683#](tel:+14693128116)**

**Please join TEAMS meeting from your  
computer, tablet or smartphone.**

**[Meeting ID: 240 274 485 714 4](#)**  
**[Passcode: L6CL6YU3](#)**

*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 6:05pm**

**2. PLEDGE OF ALLEGIANCE**

<b>3. ROLL CALL</b>	Present:	MPT Gabriel I. Holguin	YES	<b>NO</b> *joined at 6:06pm
		Trustee Jose Garcia	<b>YES</b>	NO
		Trustee Daniel Barreras	<b>YES</b>	NO
		Trustee Fernando Herrera	YES	<b>NO</b>
		Mayor Diana Murillo	<b>YES</b>	NO
		Quorum Established	<b>YES</b>	NO

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*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**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** Trustee Garcia

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Barreras	<b>YES</b>	NO

3-0 Vote, Motion Passes.

**5. PRESENTATION**

**a.** Presentation of the Financial Reports for July 2025, ***Presented by the Finance Director.***

*For the first month of the fiscal year, total expenditures amounted to \$343,331.61. The Finance Director provided a brief overview of each department and their respective expenditures. At the close of the first month, the City is operating at a negative balance of \$77,014.44, which is typical for this point in the fiscal year.*

**6. ADJOURNMENT**

**1<sup>st</sup> Motion:** Trustee Barreras

**2<sup>nd</sup> Motion:** MPT Holguin

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Barreras	<b>YES</b>	NO

3-0 Vote, Motion Passes at 6:16pm.

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Diana Murillo, Mayor

{SEAL}

Attest:

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Karla Oropeza, City Clerk

DRAFT

Court Chambers  
820 Highway 478  
Anthony, NM 88021

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

**Monday, August 25<sup>th</sup>, 2025**

**6:30pm**

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

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computer, tablet or smartphone.**

**[Meeting ID: 240 274 485 714 4](#)  
[Passcode: L6CL6YU3](#)**

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

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*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 made a motion to add public comment after 'Approval of Agenda Order'.*

**1<sup>st</sup> Motion:** MPT Holguin

**2<sup>nd</sup> Motion:** Trustee Garcia

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Barrears	<b>YES</b>	NO

3-0 Vote, Motion Passes.

**5. PUBLIC COMMENTS**

*Gabriel Hernandez*

*Adrian Perez*

**6. DISCUSSION**

**a.** *Discussion on the City of Anthony User Fee Schedule and usage of the Municipal Soccer Field.*

*The City Clerk presented a comparison of the City's current facility fees with those of surrounding municipalities. It was noted that the City's fees are comparable, if not lower, and generally have fewer restrictions. A comparison was also made between the revenue collected from facility fees and the estimated costs of upkeep and maintenance. While full cost recovery is not expected, the City Clerk emphasized that the fees help hold users accountable and allow funds to be reinvested into the facilities. The City Attorney and Mayor cautioned the Board regarding potential violations of the Anti-Donation Clause. In response, MPT Holguin stated he was willing to violate it in order to ensure community access to the facilities. Concerns regarding fairness were raised, but these were refuted by MPT Holguin, Trustee Garcia, and several parents, who stressed that Anthony is a low-income community where many parents struggle to afford existing costs. The City Attorney suggested that a reduced fee structure could be considered, but advised that some fee should remain in place for all*



users to ensure consistency among leagues and to avoid conflicts between groups. He further noted that the minimal fees also serve to ensure reservation priority and exclusivity. Members of the public expressed opposition, stating that the City's proposed fees were unreasonable given the economic circumstances of the community. The City Clerk clarified that the fees were not required to be paid in all at once, but could be structured per season or per month, similar to the arrangement currently in place at Adams Park, which has not faced objections. Following discussion, MPT Holguin moved to waive all fees for the Valley Flag Football League for its first season and grant the league priority usage of the municipal soccer field, contingent upon members providing clean-up services. For the record, a \$50 per league, per year fee will be imposed beginning the following season.

## 7. Possible Action

- a. Possible Action regarding the usage of the Municipal Soccer Field by the Valley Flag Football League. Motion to grant the Valley Flag Football League priority use of the municipal soccer field for the upcoming league year and waive all associated fees in return to the league's commitment to youth involvement and assisting with field clean up. A \$50/league year will be imposed following the first year.

**1st Motion:** MPT Holguin

**2nd Motion:** Trustee Garcia

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Herrera	<b>YES</b>	NO

3-0 Vote, Motion Passes.

## 8. ADJOURNMENT

**1st Motion:** Trustee Barreras

**2nd Motion:** MPT Holguin

**Roll Call Vote:**

MPT Holguin	<b>YES</b>	NO
Trustee Garcia	<b>YES</b>	NO
Trustee Herrera	<b>YES</b>	NO

3-0 Vote, Motion Passes at 7:39pm.

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Diana Murillo, Mayor

{SEAL}

Attest:

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Karla Oropeza, City Clerk



# Mescalero Apache Telecom, Inc. NETWORKS



July 22, 2025

Diana Murillo, Mayor  
Karla Oropeza, Clerk  
City of Anthony, NM  
820 Highway 478  
Anthony, NM 88021

*Via E-Mail Transmission*  
*mayormurillo@cityofanthonymn.org*  
*koropeza@cityofanthony.org*

***RE: Mescalero Apache Telecom, Inc.'s [MATI] Request for Placement on the August 20, 2025 Board of Trustees' Meeting Agenda for (1) Grant of Utility Easement, and (2) Franchise Fee Waiver***

Dear Mayor Murillo and Clerk Oropeza:

Please be advised that my name is Godfrey Enjady and, I am the General Manager for Mescalero Apache Telecom, Inc. [MATI] located in Mescalero, New Mexico. I am writing to you to respectfully request that the City of Anthony grant to MATI a Utility Easement for the construction and installation of a fiber optic cable line within the right-of-way of O'Hara Road, City of Anthony, County of Dona Ana, New Mexico. If approved, MATI would additionally request a Franchise Fee Waiver as MATI will not be providing any services within the City of Anthony. Attached is a copy of the proposed Utility Easement with the legal description and map attached as Exhibit A.

## BACKGROUND

MATI is the only Tribally-owned telephone company in the State of New Mexico. MATI serves approximately 1200 residents and currently provides fiber to the home for all individuals and businesses located on the Mescalero Apache Reservation. MATI has received financial assistance from the National Telecommunications and Information Administration [NTIA], under its Tribal Broadband Connectivity Program to construct a transport fiber cable route from the Mescalero Apache Reservation to El Paso, Texas. This transport route will allow MATI to provide high speed broadband internet redundancy from diverse fiber paths to the Reservation. The total route is approximately 163 miles with fiber optic cable installed inside one of the two 1.5" conduits which will be plowed in a 3" wide x 36" deep trench (minimum). I will be bringing large plats with me to the meeting which show the entire route from Mescalero to El Paso, as well as a large map showing the route through the City of Anthony.

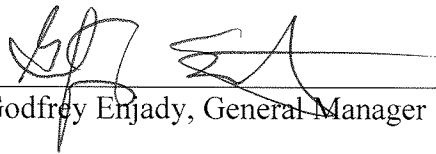
MATI has absolutely no objection to payment for the easement and any recording fees if the Utility Easement is approved; however, I respectfully request that any Franchise Fee be waived once again due to the fact that MATI will not be providing services as a part of this construction project.

*Page 2 of 2*  
*July 22, 2025*  
*Correspondence to the Mayor and Clerk*  
*for the City of Anthony*

I would like to thank you for your consideration and, should you have any questions, please do not hesitate to contact me at the number listed at the bottom of this letterhead. I do look forward to your earliest response.

Sincerely,

MESCALERO APACHE TELECOM, INC.



---

Godfrey Enjady, General Manager

Attachment: proposed Utility Easement

c: Enrique "Henry" Palomares, City Attorney / City of Anthony, NM  
***hpalomares@cityofanthonym.org***  
Douglas Schmidt, ISP Engineer, Palmetto Engineering & Consulting  
***Doug.schmidt@palmettoeng.com***

## UTILITY EASEMENT

**THIS AGREEMENT** is made this 20<sup>th</sup> day of August, 2025, by and between the **CITY OF ANTHONY, NEW MEXICO**, a municipal corporation, as “Grantor”, and **MESCALERO APACHE TELECOM, INC.**, a New Mexico corporation, as “Grantee”.

**WHEREAS**, Grantor has agreed to grant to Grantee an easement in perpetuity on, over, under, across, and through the Burdened Property described on Exhibit A to enable Grantee to construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a fiber optic cable line (the “Cable Line”) and all appurtenances on the Burdened Property; and

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE SUM OF ONE AND NO/100TH DOLLARS (\$1.00) TO THEM IN HAND PAID BY THE GRANTEE TO THE GRANTOR, AND THE MUTUAL COVENANTS AND STIPULATIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. *Grant of Utility Easement.*** Grantor hereby grants and conveys to Grantee and Grantee's successors and assigns an easement in perpetuity, outlined in Exhibit A attached hereto (hereinafter sometimes referred to as “Utility Easement Area”), to construct, install, extend, lay, and thereafter operate, maintain, inspect, repair, remove and replace the Cable Line on the Burdened Property, subject to the further terms and conditions hereof.

**2. *Damage to Roadway.*** To the extent that Mescalero Apache Telecom, Inc., Grantee herein, is required to damage the roadway to construct, install, extend, lay, and thereafter operate, maintain, inspect, repair, improve, remove and replace the Cable Line located within the Burdened Property, Mescalero Apache Telecom, Inc., Grantee herein, would be solely responsible for the repair of the road to reestablish to existing conditions.

**3. *Construction of the Cable Line.*** Grantee shall construct the Cable Line at its sole cost and expense, using competent, responsible and qualified independent contractors and in accordance with sound engineering practices and all applicable governmental requirements. The Cable Line shall be installed and designed as shown on detailed plans, as hereinafter provided. Before commencing construction of the Cable Line, Grantee shall present detailed plans to Grantor showing the design and location of the Cable Line prepared by a reputable engineer. Before commencing construction of the Cable Line, Grantee shall also present proof of standard and customary insurance coverage for the construction project and shall also present any and all other documentation required and requested by Dona Ana County for such construction projects. Upon completion of the

Cable Line, Grantee shall provide to Grantor, at Grantee's expense, final as-built plans showing the location of the Cable Line.

**4. Maintenance, Repair and Operation.** Grantee shall perform such maintenance and make such repairs and replacements as shall be required to keep the Cable Line in good and safe operating condition at all times, all at Grantee's expense.

Grantee shall comply in all respects, at Grantee's expense, with all governmental requirements applicable to the ongoing use and operation of the Cable Line and shall not use or operate the Cable Line in a manner that will cause or threaten damage to Grantor's property or injury to Grantor or its guests, invitees, livestock, or wildlife.

**5. Restoration of Burdened Property.** Grantee shall use all reasonable means to avoid inconvenience to Grantor, or its guests or invitees, or damage or injury to the Burdened Property, or any property of Grantor located thereon, during the course of construction, repair, maintenance, or replacement of the Cable Line. Upon completion of such construction, repair, maintenance, or replacement, Grantee shall restore the Burdened Property to its prior condition, repair any damage caused by the work, reseed exposed earth to reestablish vegetation to existing conditions, clean the site and generally leave the easement area in good and presentable condition.

**6. Easement Area.** Grantee shall have a reasonable right of entry on the easement area together with the right of ingress and egress over adjacent lands of the Grantor.

**7. Indemnity.** Grantee hereby agrees to indemnify and hold Grantor harmless from any liability, cost or expense incurred by Grantor by reason of injury to persons or damage to property arising out of or in connection with the construction, maintenance, repair, replacement or use of the Cable Line, except for such liability, cost or expense caused by the negligence, gross negligence, or intentional conduct of Grantor, its employees, agents, representatives or independent contractors.

**8. Assignment.** This Agreement shall be freely assignable by either party and shall benefit and bind the heirs, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Grantor: **CITY OF ANTHONY, NEW MEXICO**

Grantee: **MESCALERO APACHE TELECOM, INC.**

By: \_\_\_\_\_  
**DIANA MURILLO, MAYOR**

By: \_\_\_\_\_  
**GODFREY ENJADY  
GENERAL MANAGER**

## ACKNOWLEDGMENTS

STATE OF NEW MEXICO )  
COUNTY OF DOÑA ANA )

Acknowledged before me, the undersigned Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Diana Murillo, Mayor of the CITY OF ANTHONY, NEW MEXICO, a municipal corporation, on behalf of said municipal corporation and in the capacity herein expressed.

Notary Public in and for the State of New Mexico

My commission expires: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF NEW MEXICO )  
 )  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me, the undersigned Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Godfrey Enjady, General Manager of MESCALERO APACHE TELECOM, INC., a New Mexico corporation, for and on behalf of said corporation and in the capacity herein expressed.

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Exhibit A -- Burdened Property: Legal Description of Grantor's Land and Reserved Easement Area Demarcation)

## EXHIBIT A

*A tract of land entirely within the right of way of O'Hara Road, City of Anthony, Dona Ana County, New Mexico, in Sections 22 and 23, Township 26 South, Range 3 East, N.M.P.M., the centerline of the 0.5 foot wide utility easement, described as follows:*

**Beginning** at a NM State Highway Right of Way Brass Cap located at the south intersection of O'Hara Road and NM State Highway 460;

**Thence** North  $00^{\circ}09'26''$  East a distance of 5.00 feet;

**Thence** South  $89^{\circ}50'34''$  West a distance of 1084.14 feet;

**Thence** North  $87^{\circ}16'40''$  West a distance of 339.15 feet;

**Thence** North  $00^{\circ}10'23''$  East a distance of 30.76 feet;

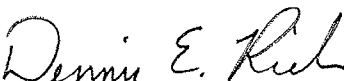
**Thence** North  $89^{\circ}49'31''$  West a distance of 2858.32 feet to a point on the West boundary line of the City of Anthony municipal limits.

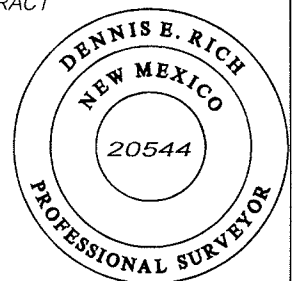
### SURVEYOR'S CERTIFICATE

I, DENNIS E. RICH, NEW MEXICO PROFESSIONAL SURVEYOR NUMBER 20544, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

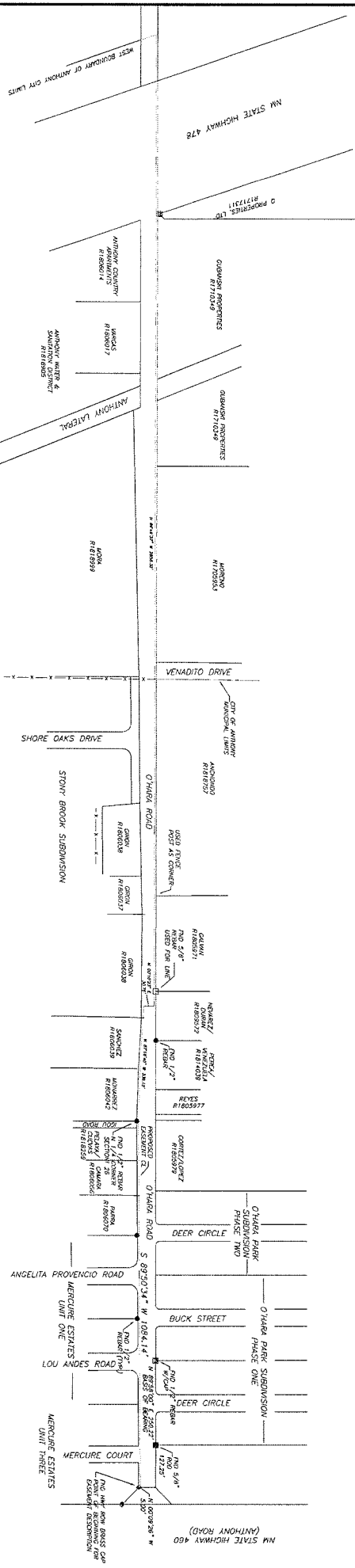
I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

June 18, 2025  
DATE OF SURVEY

  
DENNIS E. RICH, NMPS NO. 20544



DRAWN BY DER	DATE 06/24/25	<b>SIERRA BLANCA LAND SURVEYS</b> P.O. BOX 575 229 HAILSTORM ROAD CAPITAN, NM 88316 (575) 937-5996 NMPLS # 20544
SCALE 1"=200'	SHEET 1 of 2	
JOB NUMBER 25-121		



- NOTES:
1. ALL DISTANCES ARE GROUND DISTANCES
  2. UNITS ARE U.S. SURVEY FEET
  3. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS (CENTRAL ZONE) RAD 83 (BASED UPON GPS OBSERVATIONS)



LEGEND

— PROPOSED CL. EASEMENT

— ADJACENT PROPERTY BOUNDARY

• • • FOUND MONUMENT AS NOTED

SURVEYORS CERTIFICATE

I, JENNIS E. RICH, NEW MEXICO PROFESSIONAL SURVEYOR NUMBER 20544, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY THAT I HAVE CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS THEREUNDER, AND THAT THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO LAND DIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

June 18, 2025

JENNIS E. RICH, MMS # 20544



DRAWN BY	DATE	SIERRA BLANCA LAND SURVEYS P.O. BOX 575 229 HALSTORM ROAD CAPITAN, NM 88316 (575) 937-5996 NMPLS # 20544
DER	06/24/25	
SCALE	SHEET	
1"=200'	2 of 2	
JOB NUMBER	25-121	





1687 W Acomita Dr  
Pueblo West, CO 81007

Name / Address
Anthony Police Department 820 Highway 478 Anthony NM 88021 ATTN: James Borden

## Estimate


Date	Estimate #
7/22/2025	WKE25-205
Rep	
John Schacrfl	
E-mail	
john@warriorkit.com	

Project

Description	Qty	Rate	Total
Alpha Elite AXII with 1 HiLite carrier color - Navy Blue MSRP: \$1,714.00 NASPO: \$925.00	5	825.00	4,125.00
James Borden Jannette Soto Alan Ramirez Vanessa Ordonez Armando Chacon			
ODC Laser Gen III with Aspetto KWIQ Clip closure MSRP: \$556.00 NASPO: \$300.24	5	270.00	1,350.00
Color - Midnight Navy ID placards "POLICE" in White letters Name tapes - "First initial. Last Name" in White letters			
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	

Phone #	Web Site
(505) 690-7082	<a href="http://www.warriorkit.com">www.warriorkit.com</a>

Customer Signature:





## Estimate

1687 W Acomita Dr  
Pueblo West, CO 81007

Date	Estimate #
7/22/2025	WKE25-205
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Anthony Police Department 820 Highway 478 Anthony NM 88021 ATTN: James Borden

Project

Description	Qty	Rate	Total
PCHUP0AC0J Zipper Small Misc/Utility Pouch Tuck Strap W/Molle - Midnight Navy MSRP: \$84.00 NASPO: \$47.04	5	43.00	215.00
PCHFB1AC0J Hook/Loop Flap Single Flash Bang Pouch Tuck Strap (for OC spray) Color - Midnight Navy MSRP: \$53.00 NASPO: \$29.68	5	28.00	140.00
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

Customer Signature: \_\_\_\_\_



## Estimate

1687 W Acomita Dr  
Pueblo West, CO 81007


Name / Address
Anthony Police Department 820 Highway 478 Anthony NM 88021 ATTN: James Borden

Date	Estimate #
7/22/2025	WKE25-205
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Project

Description	Qty	Rate	Total
Shipping Included  All pricing below 2025 NASPO VALUEPOINT MASTER AGREEMENT #164719 and New Mexico Statewide price agreement 50-00000-24-00036 - Body Armor			
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	\$5,830.00

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

Customer Signature: 

**Point Blank Enterprises Inc.**

2102 SW 2nd Street  
Pompano Beach, FL 33069  
800 413-5155



## Quote

Date:	21-Aug-25
Valid Until	30 days
Quote #:	SNMCF04
Customer Id	
Prepared By:	D Mallery

## Customer

James Borden  
Anthony Police Department 820 Hwy 478 Anthony, NM 88021

## Notes

Please attach a copy of this quote with your order to ensure proper billing.

[illegible]

# FX TACTICAL

# QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257

[jgregory@fx-tactical.com](mailto:jgregory@fx-tactical.com)

DATE: 08-21-2025

**TO:**

JAMES BORDEN  
ANTHONY POLICE DEPT  
820 HIGHWAY 478  
ANTHONY, NM 88021

TERMS		EST DELIVERY	SHIP VIA		SALESPERSON
NET 30		60 DAYS	FEDEX		JEFF GREGORY
ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
HL6AX4BV0M	5.00	POINT BLANK AXII BALLISTIC VEST WITH ONE HILITE CONCEAL CARRIER	EA	\$925.00	\$4,625.00
O3LM00BVZ9	5.00	POINT BLANK ODC LASER GEN III OUTER CARRIER WITH KWIQ-CLIP CLOSURE	EA	\$309.00	\$1,545.00
PCHUP0AC0J	5.00	POINT BLANK SMALL UTILITY POUCH	EA	\$47.00	\$235.00
PCHFB1AC0J	5.00	POINT BLANK SINGLE FLASH BANG POUCH	EA	\$30.00	\$150.00
				<b>Subtotal</b>	\$6,555.00
				<b>Tax</b>	\$0.00
				<b>Sub Total</b>	\$6,555.00
				<b>Shipping</b>	\$100.00
				<b>Total</b>	<b>\$6,655.00</b>

Tax rate: 0 %

# CR Automotive

849 Talbot Ave.  
Canutillo, TX. 79835  
(915) 877-3304  
Writer: VICENTE GRAJEDA



## ESTIMATE # 28829

crautomotive915@gmail.com

ANTHONY POLICE DEP.	YEAR:	2018	TRANS/DRIVE:	5 SPD AUTOMATIC A/
	MAKE/MODEL:	DODGE CHARGER POLICE	LICENSE/STATE:	02758G/NM
Cell: (915) 471-3280	VIN:	2C3CDXAT7JH163247	MILES IN/MILES OUT:	114839/
	ENGINE:	5.7L V8 F OHV 16V		

In: 8/21/2025 Out: 8/21/2025 Email: aguerrero@cityofanthonymn.org

VEHICLE ISSUE #1: A/C				
TECH REPORT: se encontro restriccion en el high side del a/c provocado por el condensador				
PART: 7-3897	CONDENSER	1 @ \$263.99	\$263.99	NEW
PART: R134A	R134A REFRIGERANT	24 @ \$3.50	\$84.00	NEW
PART: R134A DYE	R134A OIL WITH DYE	1 @ \$10.50	\$10.50	NEW
PART: 39494	EXPANSION VALVE	1 @ \$34.06	\$34.06	NEW
LABOR:	LABOR TO PERFORM A/C CHECK AND EVACUATE AND RECHARGE		\$55.00	LABOR
LABOR:	CONDENSER, R&R, CHARGER, 5.7L, RWD		\$350.90	LABOR
LABOR:	EXPANSION VALVE, R&R, CHARGER		\$57.75	LABOR
			Total for "A/C": \$856.20	
			SHOP SUPPLIES : \$15.00	
			HAZARDOUS WASTE : \$2.50	

Recommended Repairs:          Warranty: From the date of delivery for a period of 3 months or 3000 miles, whichever comes first, this firm will repair free of charge any defects in material and workmanship to the repairs stated on the invoice. All work to be done in our shop only. This does not include towing charges or customer supplied parts. A storage fee of \$45 per day will be charged 24 hours after notification that work is complete. Neglect/abuse of vehicle will immediately void any and all warranties.. ORIGINAL RECEIPT MUST BE PRESENT TO HONOR WARRANTY	Labor/Jobs	\$463.65
	Parts	\$392.55
	Sublet	\$0.00
	Total Fees	\$17.50
	Subtotal	\$873.70
	Tax @ 0%	\$0.00
	Total	\$873.70
	Payments	\$0.00
	Balance	\$873.70

Replaced parts may be requested by customer. I hereby authorize the above repair work to be done along with all necessary materials. You and your employees may operate the above vehicle for the purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vehicle to secure the amount of repairs thereto. The shop will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I understand that I am solely responsible for all costs including attorney's fees and court costs. I have read the above and acknowledge receipt of an estimate.

X \_\_\_\_\_ Date 8/25/2025



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**RICHARD VALDEZ,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

<b>ACCOUNT MANAGER NOTES:</b>	.
	.
	3 YEARS
	.
	.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPCQ369	8/26/2025	3 YEARS	12046718	\$24,420.04

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MIMECAST CRITICAL PROT CLD GATEWAY</a> Mfg. Part#: M_CTRL-PRT-CG_50_A Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	99	8278310	\$29.80	\$2,950.20
<a href="#">MIMECAST ENGAGE CLOUD GATEWAY</a> Mfg. Part#: M_ENG-CG_50_A Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	99	8082898	\$15.70	\$1,554.30
<a href="#">Mimecast Advanced Support - technical support - 1 year</a> Mfg. Part#: M_ADV-SP_1_A Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	1	7805949	\$0.00	\$0.00
<a href="#">Professional Services Managed Implementation - implementation</a> Mfg. Part#: M_IMP_MGD_OO Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	1	5066745	\$0.00	\$0.00
<a href="#">MIMECAST CRITICAL PROT CLD GATEWAY</a> Mfg. Part#: M_CTRL-PRT-CG_50_A Electronic distribution - NO MEDIA Contract: New Mexico CES (2022-01-AG01-All)	99	8278310	\$59.65	\$5,905.35
<a href="#">MIMECAST ENGAGE CLOUD GATEWAY</a> Mfg. Part#: M_ENG-CG_50_A	99	8082898	\$31.40	\$3,108.60

**QUOTE DETAILS (CONT.)**

Electronic distribution - NO MEDIA

Contract: New Mexico CES (2022-01-AG01-All)

**Mimecast Advanced Support - technical support - 1 year**

1

7805949

\$0.00

\$0.00

Mfg. Part#: M\_ADV-SP\_1\_A

Electronic distribution - NO MEDIA

Contract: New Mexico CES (2022-01-AG01-All)

**MIMECAST CRITICAL PROT CLD GATEWAY**

99

8278310

\$59.65

\$5,905.35

Mfg. Part#: M\_CRTL-PRT-CG\_50\_A

Electronic distribution - NO MEDIA

Contract: New Mexico CES (2022-01-AG01-All)

**MIMECAST ENGAGE CLOUD GATEWAY**

99

8082898

\$31.40

\$3,108.60

Mfg. Part#: M\_ENG-CG\_50\_A

Electronic distribution - NO MEDIA

Contract: New Mexico CES (2022-01-AG01-All)

**Mimecast Advanced Support - technical support - 1 year**

1

7805949

\$0.00

\$0.00

Mfg. Part#: M\_ADV-SP\_1\_A

Electronic distribution - NO MEDIA

Contract: New Mexico CES (2022-01-AG01-All)

**SUBTOTAL** \$22,532.40**SHIPPING** \$0.00**SALES TAX** \$1,887.64**GRAND TOTAL** **\$24,420.04****PURCHASER BILLING INFO****Billing Address:**CITY OF ANTHONY  
ACCTS PAYABLE  
820 HIGHWAY 478  
ANTHONY, NM 88021-9369**Phone:** (575) 882-2983**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF ANTHONY  
RICHARD VALDEZ  
820 HIGHWAY 478  
ANTHONY, NM 88021-9369**Phone:** (575) 882-2983**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515**Sales Contact Info****Christopher Medina** | (877) 638-8054 | [chrimed@cdwg.com](mailto:chrimed@cdwg.com)**Need Help?****My Account****Support****Call 800.800.4239**



[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



## Barracuda Advanced w/ProServ & SAT - 1 Year

Quote #ESTQ-024657 v1

### Prepared For:

#### City of Anthony

Richard Valdez  
820 NM-478  
Anthony, NM 88021

P: (575) 882-2983

E: rvaldez@cityofanthonymn.org

### Prepared by:

#### Ardham Technologies, Inc.

Manuel Ricky Chavez  
4200 Osuna RD NE  
Suite 3-310  
Albuquerque, New Mexico 87109

P: (505) 872-9040

E: rchavez@ardham.com

### Date Issued:

08.28.2025

### Expires:

09.27.2025

## Products

Product Details	Qty	Price	Ext. Price	List Price	Discount%	Tax
BEO001a <b>Barracuda Cloud Account</b>	1	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
EP-ADVANC ED-U-1M <b>Email Protection, Advanced Plan, per User, 1 Month New Subscription</b>	840	\$2.98	\$2,503.20	\$5.00	40.40%	\$190.87
EP-SAT- Usr-1M <b>Email Protection, Security Awareness Training, per User, 1 Month New Subscription</b>	840	\$0.74	\$621.60	\$1.24	40.32%	\$47.40
BPS- RMQS- EP ADV <b>Barracuda Professional Services, Remote Quick Start, Email Protection, Advanced, completion within 90 Days</b>	1	\$2,261.00	\$2,261.00	\$2,380.00	5.00%	\$172.40
CES-2024-14-C1111-ALL Contract commitment, discount from list price-- Networking: 5%						
Subtotal:						<b>\$5,385.80</b>

Quote Summary	Amount
Products	\$5,385.80
Subtotal:	<b>\$5,385.80</b>
Estimated Tax:	<b>\$410.67</b>
Total:	<b>\$5,796.47</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This offer to sell the listed product(s) is subject to product availability. In the event prices are raised to Ardham, the price herein may be subject to change. NET payments terms OAC. Major credit cards are welcome; a 3% convenience fee will apply. Return policy varies based on manufacturer terms. Microsoft pricing valid only during the month in which it is quoted. Ardham will partial-invoice products and services based on shipment or performance. By purchasing or approving this quote, you agree to the related Statement of Work and its terms, if any. Returns, exchanges, or order cancellations are subject to manufacturer approval.

Time is of the essence. Any imposed government tariffs affecting items quoted herein will render the quoted prices invalid, regardless of the quote expiration date. Any unshipped orders impacted by such tariffs may be canceled or rejected by the manufacturer or distributor, requiring a new quote and the placement of a new order at current pricing.

Signature / Name

Initials

Date



## Barracuda Advanced w/ProServ & SAT - 3 Year

Quote #ESTQ-024658 v1

Prepared For:

**City of Anthony**

Richard Valdez  
820 NM-478  
Anthony, NM 88021

P: (575) 882-2983

E: rvaldez@cityofanthonymn.org

Prepared by:

**Ardham Technologies, Inc.**

Manuel Ricky Chavez  
4200 Osuna RD NE  
Suite 3-310  
Albuquerque, New Mexico 87109

P: (505) 872-9040

E: rchavez@ardham.com

Date Issued:

**08.28.2025**

Expires:

**09.27.2025**

### Products

Product Details	Qty	Price	Ext. Price	List Price	Discount%	Tax
BEO001a <b>Barracuda Cloud Account</b>	1	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
EP-ADVANC ED-U-1M <b>Email Protection, Advanced Plan, per User, 1 Month New Subscription</b>	2520	\$2.22	\$5,594.40	\$5.00	55.60%	\$426.57
EP-SAT-Usr-1M <b>Email Protection, Security Awareness Training, per User, 1 Month New Subscription</b>	2520	\$0.55	\$1,386.00	\$1.24	55.65%	\$105.68
BPS-RMQS-EP ADV <b>Barracuda Professional Services, Remote Quick Start, Email Protection, Advanced, completion within 90 Days</b>	1	\$2,261.00	\$2,261.00	\$2,380.00	5.00%	\$172.40
CES-2024-14-C1111-ALL Contract commitment, discount from list price-- Networking: 5%						
Subtotal:						<b>\$9,241.40</b>

Quote Summary	Amount
Products	\$9,241.40
Subtotal:	<b>\$9,241.40</b>
Estimated Tax:	<b>\$704.65</b>
Total:	<b>\$9,946.05</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This offer to sell the listed product(s) is subject to product availability. In the event prices are raised to Ardham, the price herein may be subject to change. NET payments terms OAC. Major credit cards are welcome; a 3% convenience fee will apply. Return policy varies based on manufacturer terms. Microsoft pricing valid only during the month in which it is quoted. Ardham will partial-invoice products and services based on shipment or performance. By purchasing or approving this quote, you agree to the related Statement of Work and its terms, if any. Returns, exchanges, or order cancellations are subject to manufacturer approval.

Time is of the essence. Any imposed government tariffs affecting items quoted herein will render the quoted prices invalid, regardless of the quote expiration date. Any unshipped orders impacted by such tariffs may be canceled or rejected by the manufacturer or distributor, requiring a new quote and the placement of a new order at current pricing.

Signature / Name

Initials

Date

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**THE CITY OF ANTHONY, NEW MEXICO**  
**AND**  
**THE CITY OF SUNLAND PARK ANIMAL CONTROL DEPARTMENT**

---

**This Memorandum of Understanding (“MOU”) is entered into by and between:**

**The City of Anthony, New Mexico**, a municipal entity organized under the laws of the State of New Mexico, hereinafter referred to as "City of Anthony,"

**and**

**The City of Sunland Park Animal Control Department**, a department of the City of Sunland Park, New Mexico, hereinafter referred to as "Sunland Park ACO."

This MOU becomes effective upon the date of the last signature below and is entered into for the purpose of establishing terms and conditions under which Sunland Park ACO will provide **on-call animal control services** to the City of Anthony on a temporary and as-needed basis.

---

**1. Purpose**

The purpose of this MOU is to ensure continued animal control response within the City of Anthony through temporary support from Sunland Park ACO, specifically for urgent or emergency situations that occur after regular business hours or during staffing shortages.

---

**2. Scope of Services**

Sunland Park ACO shall provide on-call animal control services, including but not limited to:

- Responding to emergency and urgent calls involving stray, injured, aggressive, or dangerous animals;
- Transporting animals to appropriate holding facilities;
- Issuing citations or notices as necessary under applicable city ordinances;
- Cooperating with Anthony’s police and code enforcement departments as needed.

All services shall be rendered in accordance with applicable laws, regulations, and both cities' animal control ordinances.

---

### **3. Compensation and Maximum Obligation**

The City of Anthony agrees to compensate Sunland Park ACO at a **rate of \$20.00 per hour**, for actual hours worked under this agreement, **not to exceed a total of 320 hours**.

The total financial obligation under this MOU shall not exceed **\$6,400.00** unless amended in writing and agreed to by both parties.

---

### **4. Term and Termination**

This MOU shall be effective upon signature by both parties and remain in effect until:

- The 320-hour maximum has been exhausted; or
- Either party terminates the agreement with **14 days written notice**.

This MOU may also be terminated immediately for cause by either party upon written notice.

---

### **5. Supervision and Coordination**

All personnel assigned by Sunland Park ACO to provide services under this MOU shall remain under the supervision and control of Sunland Park. However, coordination of calls and service dispatch shall be conducted in cooperation with the City of Anthony's Neighborhood Services or Police Department as applicable.

---

### **6. Indemnification**

Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, and agents. Neither party shall be liable for the negligence or willful misconduct of the other.

Nothing in this MOU shall be construed as a waiver of any immunity or limitation on damages available to either party under the New Mexico Tort Claims Act or other applicable law.

---

## **7. Compliance with Laws**

Both parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in carrying out their respective responsibilities under this MOU.

---

## **8. Entire Agreement**

This MOU contains the entire agreement between the parties concerning the subject matter herein and supersedes all prior oral or written agreements, understandings, or representations.

Any amendment to this MOU must be made in writing and signed by both parties.

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## **9. Signatures**

IN WITNESS WHEREOF, the parties have executed this MOU:

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**City of Anthony, New Mexico**

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

**[Your Name]**

**[Your Title]**

Date: \_\_\_\_\_

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**City of Sunland Park Animal Control Department**

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

**[Director's Name]**

**Director, Animal Control**

Date: \_\_\_\_\_

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**Acknowledged By:**

**Mario Juarez Infante**

**City Manager, City of Anthony**

Date: \_\_\_\_\_





## VEHICLE MAINTENANCE SERVICE AGREEMENT

**This Vehicle Maintenance Service Agreement** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20, by and between the **City of Anthony**, a municipal corporation located in [State], hereinafter referred to as the "City," and **Franklin Tire Shop**, a duly licensed auto repair and maintenance provider, located at \_\_\_\_\_, hereinafter referred to as the "Contractor."

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### 1. Term

This Agreement shall commence on \_\_\_\_\_, and shall continue in effect through \_\_\_\_\_, unless terminated earlier in accordance with this Agreement. The City shall have the option to renew this Agreement annually for additional one (1) year terms, subject to mutual written agreement and appropriation of funds.

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### 2. Scope of Services

The Contractor agrees to provide maintenance and repair services for City-owned vehicles, with primary focus on police units. Services shall include, but are not limited to:

- Preventative maintenance
- Oil changes
- Brake services
- Tire rotation and replacement
- Engine diagnostics and repairs
- Emergency repair services

All services shall be performed in a professional and timely manner, consistent with industry standards.

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### 3. Compensation

The total compensation paid by the City to the Contractor under this Agreement shall not exceed **Sixty Thousand Dollars (\$60,000.00)** per fiscal year (July1 – June 30). The Contractor

shall submit **monthly invoices** on or before the **first (1st) day of each month**, for services rendered during the **preceding month**.

Invoices shall contain:

- A breakdown of all services performed
- Vehicle identification (unit number, make/model)
- Parts used and labor charges
- Date(s) of service

The City shall have a **fifteen (15) day grace period** from the invoice date to remit payment.

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#### **4. Independent Contractor**

The Contractor is an independent contractor and not an employee, agent, or representative of the City. The Contractor shall be solely responsible for all taxes, withholdings, insurance, and all obligations under federal, state, and local laws.

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#### **5. Insurance**

The Contractor shall maintain at its own expense:

- General liability insurance with a minimum coverage of \$1,000,000 per occurrence
- Workers' compensation insurance as required by law
- Garage liability insurance covering auto maintenance operations

Certificates of insurance shall be provided to the City upon execution of this Agreement and upon renewal.

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#### **6. Termination**

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party. Upon termination, the Contractor shall be compensated for all services rendered up to the termination date.

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## **7. Indemnification**

The Contractor shall indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the performance of this Agreement.

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## **8. Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of services under this Agreement.

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## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].

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## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or oral. Any amendments or modifications must be in writing and signed by both parties.

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## **11. Notices**

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by email to the following:

### **City of Anthony**

Attn: Diana Murillo, Mayor

820 HWY 478, Anthony NM 88021

Email:

### **Franklin Tire Shop**

Attn: Samuel Sosa

Address:

Email:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

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**CITY OF ANTHONY**

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

Name:

Title:

Date: \_\_\_\_\_

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**FRANKLINN TIRE SHOP**

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

Name:

Title:

Date: \_\_\_\_\_