

Court Chambers
820 Highway 478
Anthony, NM 88021

City of Anthony, NM
Board of Trustees: Regular Meeting
MINUTES
Wednesday, September 3rd, 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: 855 608 817#**

6:00pm

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

**[Meeting ID: 294 845 109 300](#)
[Passcode: Ju93xV73](#)**

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 6:01pm

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: Trustee Barreras

2nd 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.

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

Irene Miramontez
Betty Gonzalez
Cecilia Acosta
Carlos Romero

6. APPROVAL OF MINUTES

a. Regular Meeting 08/20/2025

1st Motion: Trustee Barreras

2nd 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.

b. Budget Workshop: 08/25/2025

1st Motion: Trustee Herrera

2nd Motion: Trustee Barreras

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. Special Meeting: 08/25/2025

1st Motion: Trustee Garcia

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

7. PRESENTATION

- a. Presentation on a proposed development by American Family Entertainment Centers, LLC. for a Sports Complex within the City of Anthony, ***Presented by Trustee Garcia and Bill Kellen, Managing Member for American Family Entertainment Centers, LLC.***

Bill Kellen with American Family Entertainment Centers, LLC presented a potential development idea for the Dos Lagos property, citing its location between Las Cruces and El Paso as ideal. He described possible entertainment venues geared toward youth, noting similar projects his company has completed in other municipalities at his client's expense. Mayor Murillo asked how the proposal would align with current plans for Dos Lagos, and MPT Holguin raised questions regarding funding. Further discussion will take place as plans progress.

8. 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.***

This item, previously postponed pending fee approval, was revisited with fee information provided by Mescalero Apache Telecom, Inc. The City Attorney noted an average of \$1.97/linear foot in similar areas. Trustee Garcia proposed \$1.50/linear foot, totaling \$6,475.50, to approve the easement. No permitting or franchise fees will be imposed, as the company will not be providing service to the City.

Amendment: **1st Motion:** Trustee Garcia

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

Original as amended **1st Motion:** Trustee Garcia

2nd Motion: MPT Holguin

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 to approve the purchase of body armor, carriers and attachments for the City of Anthony Police Department, ***Presented by Chief of Police.***

Approval was requested to purchase five body armor units for new officers, with three quotes provided. The recommended vendor, a contract vendor, submitted the lowest quote at \$5,830, she further noted that this will not come from the city's budget but will be covered by the Law Enforcement Protection Fund.

1st Motion: Trustee Barreras

2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin ————— **YES** **NO** *not present during roll call vote

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

4-0 Vote, Motion Passes.

- c. Consideration and Action on approval of a maintenance expenditure for a Police Department patrol unit, **Presented by the Chief of Police.**

The Chief of Police requested approval of this expense to fix the A/C on unit A20.

1st Motion: Trustee Barreras

2nd 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.

- d. Consideration and Action to approve a quote and service provider to implement email protection, **Presented by the IT Assistant.**

The IT Assistant re-presented the postponed item regarding email protection and phishing/scam training. Based on pricing, number of licenses, and training offered, Barracuda was selected as the vendor.

To select Barracuda: **1st Motion:** Trustee Garcia

2nd 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.

Original **1st Motion:** Trustee Barreras

2nd 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.

- e. Consideration and Action to amend the Proclamation renaming the City of Anthony Public Library, **Presented by Trustee Garcia.**

The proclamation was amended to rename the City of Anthony Public Library as the Maria Belen Flores Library instead of the longer name that was previously approved.

1st Motion: Trustee Garcia

2nd 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.

- f. Consideration and Action to approve the Memorandum of Understanding (MOU) between the City of Anthony, New Mexico and the City of Sunland Park Animal Control Department, **Presented by the CPO/HR Director.**

The CPO/HR Director reported that, due to recent incidents and the absence of an Animal Control Officer, assistance was requested from surrounding agencies. Sunland Park was the only agency to respond. Trustee Garcia and MPT Holguin questioned follow-up with other agencies, with MPT Holguin moving to postpone pending a response from Doña Ana County and Mesilla and legal review. CPO/HR Director noted prior county service requests were costly and urged approval of the MOU with Sunland Park to address urgent needs, with costs to be covered by the City for roughly two months until the position is filled.

Original 1st Motion: Trustee Barreras

2nd Motion: Trustee Herrera

Roll Call Vote:

MPT Holguin	YES	NO
Trustee Garcia	YES	NO
Trustee Barreras	YES	NO
Trustee Herrera	YES	NO
Mayor Murillo	YES	NO

3-2 Vote, Motion Passes.

Postpone: 1st Motion: MPT Holguin

2nd Motion: Trustee Garcia

Roll Call Vote:

MPT Holguin	YES	NO
Trustee Garcia	YES	NO
Trustee Barreras	YES	NO
Trustee Herrera	YES	NO
Mayor Murillo	YES	NO

2-3 Vote, Motion Denied.

Consideration and Action to approve the Vehicle Maintenance Service Agreement between the City of Anthony, New Mexico and Franklin Tire Shop, ***Presented by the CPO/HR Director. (POSTPONED)***

Postpone 1st Motion: Trustee Herrera

2nd 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.

9. 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 Library Assistant position.

1st Motion: Trustee Barreras

2nd 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 at 7:48pm.

- b. Return to Open Session **No decisions were taken during closed session.*

1st Motion: Trustee Barreras

2nd 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 at 8:19pm

10. CONSIDERATION AND ACTION

- a. Consideration and Action to approve the hiring of Nadia Porras as a Library Assistant, ***Presented by the CPO/HR Director.***

1st Motion: Trustee Barreras

2nd 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.

11. ITEMS FROM THE MAYOR AND TRUSTEES

Trustee Herrera: Requested that board members be allowed to attend Planning and Zoning training sessions to stay updated on laws and regulations.

Trustee Barreras: NONE

Trustee Garcia: A trustee expressed support for Trustee Herrera's request regarding board participation in Planning and Zoning trainings, noting the importance of continued education for elected officials. The trustee further began to argue and raised past issues previously clarified by the City Clerk, which led to disagreement.

*As a result, the Mayor adjourned the meeting. She and Trustee Barreras left the meeting at 8:28pm. The City Clerk left shortly after Trustee Garcia concluded his comments. Trustee Garcia motioned to adjourn the meeting, Trustee Herrera seconded. Vote was taken and unanimously passed at 8:35pm.

12. ADJOURNMENT at 8:28pm

Diana Murillo, Mayor

{SEAL}

Attest:

Karla Oropeza, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

**CITY OF ANTHONY, NEW MEXICO
POLICE DEPARTMENT**

And

GADSDEN INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into on this _____ day of _____, 20__ by and between the City of Anthony, New Mexico (City of Anthony), a New Mexico municipal corporation, and Gadsden Independent School District (GISD), a New Mexico independent school district. City of Anthony and GISD may be referred herein individually as “Party” or collectively as the “Parties” to this MOU.

WHEREAS, the Anthony Police Department (“APD”) operates as a department under the auspices and control of City of Anthony; and,

WHEREAS, GISD is a New Mexico independent school district organized, governed and staffed for the purposes of educating and improving the lives of the children attending its schools and participating in its events; and,

WHEREAS, representatives of APD and GISD have met to discuss, agree on and reduce to writing formal arrangements for collaborating to provide law enforcement presence and assistance at school-sponsored events and activities conducted by GISD; and

WHEREAS, the goal of the aforementioned collaboration between the Parties is to ensure safety, maintain order, and support the enforcement of applicable laws at school-sponsored events and activities conducted by GISD; and

WHEREAS, APD and GISD acknowledge that certain responsibilities and duties will be associated with the aforementioned collaboration and associated delivery of law enforcement presence and assistance; and,

WHEREAS, City of Anthony and GISD will be contractually bound by this MOU,

IT IS AGREED between APD and GISD as follows:

1. Definitions:

- a. City of Anthony: The City of Anthony, New Mexico
- b. APD: Anthony Police Department of the City of Anthony, New Mexico
- c. GISD: Gadsden Independent School District:
- d. Representative or Representatives: An individual or combination of individuals employed by City of Anthony or GISD authorized and competent to act on behalf of the respective employer.

2. Duties of the Parties:

- a. APD Duties: APD shall
 - (i) Provide uniformed law enforcement officers to support GISD-sponsored events and activities, as requested by GISD, for the purposes of ensuring safety, maintaining order, and supporting the enforcement of applicable laws;
 - (ii) Services may include, but are not limited to, event security, traffic control, crowd management, and emergency response readiness; and

- (iii) Make reasonable efforts to fulfill the request based on staffing availability.
- b. GISD Duties: GISD shall
 - (i) Submit requests for law enforcement support to APD in writing or via e-mail at least five (5) business days in advance of each scheduled event or activity;
 - (ii) The request shall include: (1) type and location of event, (2) date and time of event, (3) number of officers requested, and (4) any special duties or information relevant to the assignment.
- c. APD and GISD: Both Parties shall:
 - (i) Meet annually to review this agreement and revise, modify, or renew if necessary.
 - (ii) Meet quarterly to review working relationship established by this MOU and plan for collaborative events such as training, community meetings, co-sponsored programs, etc.
- 3. Compensation:
 - a. GISD shall compensate APD at a rate of **\$65.00 per hour per officer**, for all time worked during events or activities.
 - b. A minimum of two (2) hours will be billed per event.
 - c. Time will be calculated based on actual hours worked, rounded to the nearest quarter hour.
 - d. Invoices will be submitted by APD on a monthly basis and are payable within 30 days of receipt.
- 4. Term:

This MOU shall remain in effect until terminated by either party. The MOU may be terminated pursuant to paragraph five (5) of this MOU.

5. Termination:

This MOU may be terminated by either party upon thirty (30) days written notice of intent to terminate e-mailed, mailed, hand-delivered, or faxed to the address of the other party as set out in paragraph six (6) of this MOU.

6. Notices:

All notices from one part to another must be in writing and are effective when e-mailed, mailed to, hand-delivered at, or transmitted by facsimile as follows:

To APD at:

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

To GISD at:

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

7. Assignment:

Neither party shall assign or transfer any interest in this MOU without prior written approval of the other party.

8. Co-Partners:

Nothing herein contained is intended or should be construed in any way to create or establish the relationship of co-partners between the Parties or to establish either Party as an agent, representative or employee of the other Party for any purpose or manner whatsoever.

9. Third Party Beneficiaries:

It is especially agreed between the Parties that it is not intended by any of the provisions of any part of this MOU to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to this MOU to maintain pursuant to the provision of this MOU a suit of any nature based upon this MOU.

10. Liability Provision:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. N.M.S.A. 1978, and any amendments thereto. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. By entering into this MOU, City of Anthony and GISD, and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any sovereign immunity, or waive any limitation(s) of liability pursuant to law. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.

11. Severability, Headings, Entire Agreement, Amendments.

a. If any section, paragraph, sentence, clause, word, or phrase of this MOU if for any reason is held to be illegal, unconstitutional, invalid, or unenforceable by a court or agency of competent jurisdiction, said provision shall be considered a separate, distinct, and independent part of this MOU and such decision shall not affect the validity of the remaining provisions of this MOU.

b. The headings of the sections of the MOU are inserted only for convenience or reference, and are not intended to be construed to modify, define, limit, or expand the intent of the Parties.

c. This MOU represents the entire agreement and understanding between the Parties.

d. The Parties acknowledge and agree that this MOU may be amended in writing upon approval of the governing bodies of each Party and any such amendments shall not become effective until signed by all of the Parties.

e. This MOU shall remain in force until modified or revoked by all Parties, such modification or revocation to be reduced to writing and signed jointly by a representative of each Party.

f. The Parties acknowledge that this MOU has been jointly drafted by all the Parties.

g. This MOU supersedes any and all other MOUs, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other MOU or statements of promise relating to the subject matter of this MOU which is not contained herein shall be valid or binding.

h. This MOU is to be governed, construed and enforced in accordance with the laws of the State of New Mexico. Venue shall be in Dona Ana County, New Mexico.

IN WITNESS WHEREOF, each Party has executed this MOU on the date first written above.

City of Anthony, New Mexico

By: _____
Diana Murillo, Mayor

Attest:

Karla Oropeza, City Clerk

Gadsden Independent School District

By: _____
_____, Superintendent

Attest:

_____, Secretary



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."

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.

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.

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.

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.

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.

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.

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.

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.

9. Governing Law

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

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.

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:

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

CITY OF ANTHONY

By: _____

Name:

Title:

Date: _____

FRANKLINN TIRE SHOP

By: _____

Name:

Title:

Date: _____