

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppe
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, APRIL 23, 2025; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoeppe, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Proclamation naming May 23, 2025, as Poppy Day for the American Legion Auxiliary. Mayor Hechler
2. Proclamation naming Saturday, May 3, 2025, as Miss Fiesta Day. Mayor Hechler
3. Issuance of certificates to the 2025 Miss Fiesta Royal Court Winners. Mayor Hechler

D. CONSENT CALENDAR

1. City Commission Special Budget Minutes, April 3, 2025
2. Purchase report of items between \$20,000 and \$60,000

E. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 39 24/25 Budget Adjustment Request.
2. Discussion/Action: Resolution No. 40 24/25 Foch Street Renovation Project

F. NEW BUSINESS

1. Discussion/Action: Chief of Police Contract Amendment.
2. Discussion/Action: Approval of Purchase Requisitions over \$60,000.

G. EXECUTIVE SESSION

1. Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7).

H. RETURN TO REGULAR SESSION; ACTION (if any)

1. Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7).

I. ADJOURNMENT

The meeting will be streamed through Facebook Live on the City of Truth or Consequences Public Information Facebook Page

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING MAY 14, 2025 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: C.1

SUBJECT: Proclamation naming May 23, 2025 as Poppy Day for the American Legion Auxiliary.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 16, 2025

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

The red poppy has become a nationally recognized symbol of sacrifice worn by Americans since World War I to honor those who served and died for our country in all wars. It reminds Americans of the sacrifices made by our veterans while protecting our freedoms. On September 27, 1920, the poppy became the official flower of the American Legion Family to memorialize the soldiers who fought and died during the war. In 1924 the distribution of poppies became a national program of the American Legion.

One hundred percent of the donations collected directly support the needs of veterans, military, and their families.

Recommendation:

None. Presentation only

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-23-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: C.2

SUBJECT: Proclamation naming Saturday, May 3, 2025, as Miss Fiesta Day.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 16, 2025

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

The Miss Fiesta Pageant is a long time honored tradition that has taken place in Truth or Consequences for many years. This year's Miss Fiesta Pageant will be held on Saturday, April 19, 2025. We would like to honor our 2025 Miss Fiesta, with a proclamation that proclaims Saturday, May 3, 2025 as Miss Fiesta Day.

Recommendation:

None. Presentation only

Attachments:

- -
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC Agendas 4-23-2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: C.3

SUBJECT: Issuance of certificates to the 2025 Miss Fiesta Royal Court Winners.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 16, 2025

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

The Miss Fiesta Pageant is a long-time honored tradition that has taken place in Truth or Consequences for many years. This year's Miss Fiesta Pageant will be held on Saturday, April 19, 2025. On April 23rd Mayor Hechler will present certificates to our 2025 Miss Fiesta Royal Court Winners.

Recommendation:

None. Presentation only

Attachments:

- None.

-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC Agendas 4-23-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: D.1

SUBJECT: City Commission Special Workshop Minutes, April 3, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: April 16, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-23-25

CITY COMMISSION SPECIAL MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, APRIL 3, 2025

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:06 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

Upon calling the roll, the following Commissioners were reported present.

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoepfner, Commissioner

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jocelyn Holguin, Finance Director
Angela A. Torres, City Clerk-Treasurer
Kerin Salcedo, Accounting Officer
Department Directors and staff

There being a quorum present, the Commission proceeded with the business at hand.

2. PLEDGE OF ALLEGIANCE:

Mayor Hechler led the Pledge of Allegiance.

3. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister moved to approve the agenda as submitted. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. WORKSHOP:

1. Workshop regarding the City of Truth or Consequences FY 25/26 Preliminary Budget.

City staff and the Governing Body reviewed the proposed 2025/2026 City of Truth or Consequences budget and discussed potential amendments to each department's budget.

D. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 2:39 p.m.

Passed and Approved this 24th day of April, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: D.2

SUBJECT: Purchase report of items between \$20,000 and \$60,000

DEPARTMENT: Finance

DATE SUBMITTED: April 16, 2025

SUBMITTED BY: -

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Review of purchases between \$20,000 and \$60,000.

Recommendation:

Review of purchases between \$20,000 and \$60,000.

Attachments:

• -
-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-23-25

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
City of T or C
New Mexico 87901

\$20,000 to \$60,000 Report – 04/23/2025

Submitted By:	Jordan Javier
Submitted On:	04/18/2025
Description of Report:	Items or Services Purchased between \$20,000 and \$60,000 from 03/27/2025 to 04/23/2025

Purchases

Date	P.O. #	Description	Amount (\$)
04/11/2025	81757	SJOA REQUESTED A PASSANGER VEHICLE TO BE PURCHASED FOR TRASPORTATION. BOUGHT FROM MELLOY CHEVY UNDER SPA 40-00000-24-00068.	\$42,761.00
04/11/2025	81760	T OR C PD PURCHASED 10 STALKER DSR RADAR UNITS FOR SPEED ENFORCEMENT AND WERE BOUGHT FROM APPLIED CONCEPTS UNDER SPA 40-00000-24-00052AA.	\$31,930.00
04/16/2025	81771	THE CITY OR T OR C IS THE FISCAL AGENTS FOR THE SJOA, PER THE JUNIOR BILL APPROPRIATION, EXPENSES FROM THE SJOA ARE REIMBURSED FROM ALTSD THROUGH THE CITY.	\$35,000.00
04/17/2025	81773	ELECTRIC DEPARTMENT FOR THE CITY OF T OR C NEEDED TO PURCHASE AND REPLACE WOOD POLES ON AUSTIN AND VAN PATTEN WITH NEW STEEL POLES. THREE QUOTES WERE TAKEN FROM FULL SEND LINEWORK, MARTO ENERGY, AND AK TOOLIN WITH FULL SEND LINEWORK HAVING THE LOWEST QUOTE.	\$26,038.18

Reviewed By:		
Comments:		
Approved	Yes	No

Authorized Signatures

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 81757**Date:** 04/11/2025**Requisition #:** 94132**Vendor #:** 3324

ISSUED TO: MELLOY CHEVROLET
357 EMILIO LOPEZ RD.
LOS LUNAS, NM 87031

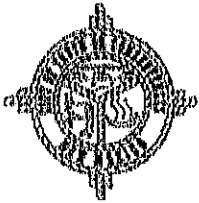
SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROD ACCT #	PRICE	AMOUNT
Q			2024 DODGE DURANGO AWD MID SIZE SUV	304-7046-80810		0.00	42,761.00
CM APPROVAL 04/11/2025 SIOA GRANT AGREEMENT A2412022 NM STATE PRICE AGREEMENT 4Q-00000-24-00068 NOO APPROVED 03/18/2025 COMMU DEV							

Chief Purchasing Office **Date:** 04-11-25**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

SUBTOTAL:	42,761.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	42,761.00

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach recaptured freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax -- ID# 01-405765-007



REQUISITION

Requisition #: 94132

Date: 03/17/2025

Vendor #: 3324

ISSUED TO: MELLOY CHEVROLET
357 EMILIO LOPEZ RD
LOS LUNAS, NM 87031

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 2024 DODGE DURANGO AWD MID SIZE :		0.00 304-7046-80810	42,761.00
PO Description: PASSENGER VEHICLE SJOA Detailed Description: NM STATE PRICE AGREEMENT 40-00000-24-00068 GRANT AGREEMENT A24-I2022 KEN JAMES SENIOR CENTER NOO ALTSO APPROVED 03/18/2025 CM APPROVAL 04/11/2025 COMMU DEV				

Authorized By: _____

SUBTOTAL:	42,761.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	42,761.00

RECEIVED APR 10 2025

5-2.

Grant Agreement: A2412022
Vehicles
City of Truth or Consequences Senior Center

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 12th day of February, 2025, by and between the Department Aging and Long-term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD, and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 66, Section 4, Paragraph 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

I24-2021 Vehicles APPROPRIATION REVERSION DATE: 6/30/2026
[Laws of 2023, Chapter 66, Section 4, Paragraph 14], Fifty thousand dollars (\$50,000.00), to Purchase and equip vehicles for the City of Truth or Consequences Ken James Senior Center.

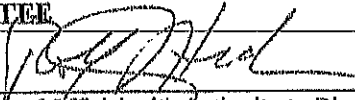
The Grantee's total reimbursements shall not exceed Fifty thousand dollars (\$50,000.00), minus the allocation for Art in Public Places, \$0¹, if applicable, which equals Fifty thousand dollars (\$50,000.00), (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of
execution by the Department.

GRANTEE


Signature of Official with Authority to Bind Grantee

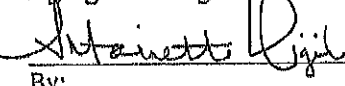
City of Truth or Consequences
Entity Name

By: Rolf Hechler
(Type or Print Name)

Its: Mayor
(Type or Print Title)

February 12, 2025
Date

Aging and Long-Term Services Department


By: Deputy Cabinet Secretary

Its: Cabinet Secretary or Designee

2.24.2025
Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: 3-17-2025

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: city of Truth or Consequences

Grantee Official Representative: Crystal Walton/Traol Alvarez

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: A24-I2022

Grant Termination Date: 6/30/2025

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J.J.

As the designated representative of the Department for Grant Agreement number A24-I2022 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: Melloy Fleet
Third Party Obligation Amount: \$42,761.00

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable):	<u>\$60,000</u>
The Amount of this Notice of Obligation:	<u>\$42,761.00</u>
The Total Amount of all Previously Issued Notices of Obligation:	<u>0.00</u>
The Total Amount of all Notices of Obligation to Date:	<u>\$42,761.00</u>

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: TASHA MARTINEZ
Title: CAPITAL OUTLAY BUREAU CHIEF
Signature: Tasha Martinez
Date: 3/18/2025

1 Administrative and/or Indirect Cost -- generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

SINCE 1982



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Handwritten initials



FLEET

March 6, 2025

Sierra Joint Office on Aging

New Mexico State Price Agreement: 40-00000-24-00068

Item #9 – Mid Size SUV, ICE Powered 4 Door, AWD

2024 Dodge Durango, AWD, Triple Nickel

MSRP	\$44,670.00
Less 1% Discount per Contract	(\$447.00)
Options – Triple Nickel Monotone Paint	\$395.00
Skid Plate Group	\$350.00
Floor Carpet	\$150.00
Full Length Floor Console	\$350.00
18" Aluminum Wheels	\$410.00
Window Tint	\$425.00
Total Options	\$2,080.00
Less 2% Discount per Contract	(\$42.00)
Less Aged Inventory Discount	(\$3,500.00)
Total	\$42,761.00

Karen Sluga

Melloy Auto Group

Fleet/Government Sales

karen@melloyfleet.com

(505)866-3180

Melloy CDR

357 Emilio Lopez Rd

Los Lunas, NM 87031



**State of New Mexico
General Services Department**

RECEIVED APR 10 2025

7/7

Statewide Price Agreement

Awarded Vendor:
13 Vendors – See Pages 6 - 9

Price Agreement Number: 40-00000-24-00068

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Pages 6 - 9

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Jessica Chavez

Telephone No.: (505) 500-9824

Email: Jessica.Chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: Automotive Vehicles

Term: August 6, 2024 thru August 5, 2025

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

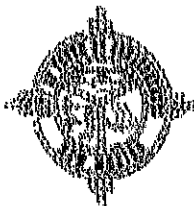
Date: 8/6/2024

New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00068

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(AG) 0000137865 MCLL, Inc 377 Emilio Lopez Rd Los Lunas, New Mexico 87031 Karen Sluga 505-866-3180 karen@melloyfleet.com	Delivery: Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.
(AH) 0000137862 MFL INC 499 Emilio Lopez Rd Los Lunas, New Mexico 87031 Karen Sluga 505-866-3180 karen@melloyfleet.com	Delivery: Approximately 180 days after receipt of order
(AI) 0000137868 MJLL INC 357 Emilio Lopez Rd Los Lunas, New Mexico 87031 Karen Sluga 505-866-3180 karen@melloyfleet.com	Delivery: Approximately 180 days after receipt of order
(AJ) 0000062888 Melloy Brothers, Inc. DBA Melloy Nissan 7707 Lomas Blvd NE Albuquerque, NM 87110 Don Bonar 505-265-8721 donb@melloynissan.com	Delivery: Albuquerque, NM
(AK) 0000087738 Phil Long Ford of Raton, LLC 301 South Second Street Raton, NM 87740 Rhett M. Butler 505-514-3552 rbutler@phillong.com	Delivery: As Requested
(AL) 0000046112 Richardson Investments, Inc 8601 Lomas Blvd NE Albuquerque, NM 87112-5048 Joe Morales (505) 275-4457 jmorales@rich-ford.com	Delivery: Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 81760**Date:** 04/11/2025**Requisition #:** 94193**Vendor #:** 9254

ISSUED TO: STALKER RADAR
855 E COLLINS BLVD
RICHARDSON, TX 75081-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		STALKER RADAR UNITS	299-7047-44607		0.00	31,930.00
CM APPROVAL 04/11/2025 POLICE DEPT							

SUBTOTAL:	31,930.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	31,930.00

Chief Purchasing Office **Date:** 04-11-25**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 94193

Date: 03/26/2025

Vendor #: 9254

ISSUED TO: APPLIED CONCEPTS
855 E COLLINS BLVD
RICHARDSON, TX 75081-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 STALKER RADAR UNITS		0.00 299-7047-44607	31,930.00
PO Description: STALKER RADAR UNITS Detailed Description: 10 STALKER DSR RADAR UNITS CM APPROVAL 04/11/2025 POLICE DEPT				

Authorized By: 

SUBTOTAL:	31,930.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	31,930.00



**State of New Mexico
General Services Department**

RECEIVED APR 11 2025

0.5

Statewide Price Agreement

Awarded Vendor:

0000044185

**Applied Concepts, Inc., dba Stalker
2609 Technology Dr.
Plano, TX 75074**

Contact: William H. Titterington

Email: sales@stalkerradar.com

Telephone No.: (972) 394-6372

Price Agreement Number: **40-00000-24-00052AA**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:

**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: **Theresa Mendibles**

tam

Telephone No.: **(505) 795-1894**

Email: **Theresa.mendibles@gsd.nm.gov**

Invoice:

As Requested at Time of Order

Title: Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction

Term: September 10, 2024 thru August 31, 2026

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Naspo ValuPoint Contract: <https://www.naspovaluepoint.org/portfolio/police-radarlidar-speed-enforcement-accident-reconstruction/applied-concepts-inc-dba-stalker/>

STALKER

radar
applied concepts, Inc.

RECEIVED APR 11 2025

55

QUOTE
#2098743

Page 1 of 1

Date: 12/31/24

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Anthony Greene
+1-972-801-4892
anthony.greene@a-concepts.com

Reg Sales Mgr: Joe Bartels
+1-720-456-2483
jbartels@a-concepts.com

Effective From : 12/31/2024

Valid Through: 03/31/2025

Lead Time: 45 working days

Bill To: Truth or Consequences Police Dept 507 McAdoo St Truth or Consequences, NM 87901-2716	Customer ID: 036899 Accounts Payable	Ship To: Truth or Consequences Police Dept 507 McAdoo St Truth or Consequences, NM 87901-2716	FedEx Ground Chief Lou Tavizon
---	--	---	--

Grp	Qty	Package	Description	Wrrnty/Mo	Price	Ext Price
1	10	806-0022-00	DSR 2 Antenna Radar	36	\$3,193.00	\$31,930.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	10	200-0999-50	DSR Counting Unit, 1.5 PCB, ARM Processor		\$0.00
2	10	200-1572-00	DSR Modular OSC Display		\$0.00
3	20	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	10	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	10	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	10	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	10	200-0243-00	Counting/Display Tail Mount		\$0.00
8	10	200-0244-00	Antenna Dash Mount		\$0.00
9	10	200-0245-00	Antenna Tail Deck Mount		\$0.00
10	10	200-0648-00	Display Sun Shield		\$0.00
11	10	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	10	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	10	200-0822-00	VSS Cable Kit		\$0.00
14	10	200-0821-00	DSR Documentation Kit		\$0.00
15	10	006-0095-00	Fan Noise Suppression Addendum - DSR		\$0.00
16	10	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	10	060-1000-36	36 Month Warranty		\$0.00
Group Total					\$31,930.00

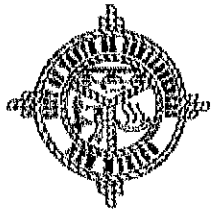
Product	\$31,930.00	Sub-Total:	\$31,930.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$31,930.00

001

Vehicle Information:
2024 Dodge Durango
2024 Ford Explorer

40-00990-24-00052AA

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



CITY OF TRUTH OR CONSEQUENCES

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 81771

Date: 04/16/2025

Requisition #: 94125

Vendor #: 1555

ISSUED TO: SIERRA JOINT OFFICE ON AGING
360 W FOURTH AVE
TRUTH OR CONSEQUENCES, NM 87901-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		JUNIOR BILL APPROPRIATION AGREEMENT FY24-25 304-4903-43999 REIMBURSE SJOA FOR EXPENSES PER JUNIOR BILL APPROPRIATION AGREEMENT FY24-25 COMMISSION APPROVED 08/14/2024			0.00	35,000.00

Chief Purchasing Office

Kevin Salcedo

Date:

4/16/25

Director of Finance:

Requisition approved electronically.

City Manager:

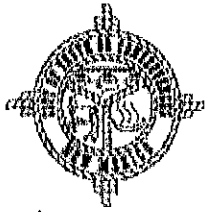
Requisition approved electronically.

SUBTOTAL:	35,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	35,000.00

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach recaptured freight bill to invoice.
3. Show our Purchase Order number on all Invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007

JH

*per finance dept
Receives*



REQUISITION

Requisition #: 94125

Date: 03/14/2025

Vendor #: 1555

ISSUED TO: SIERRA JOINT OFFICE ON AGING
360 W FOURTH AVE
TRUTH OR CONSEQUENCES, NM 879

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 JUNIOR BILL APPROPRIATION AGREEMENT		0.00 304-4903-43999	35,000.00
PO Description: JUNIOR BILL APPROPRIATION AGREEMENT FY24-25 Detailed Description: WAITING FOR FUNDS TO BE RECIEVED - REQUEST SUBMITTED 3/14/25 REIMBURSE SJOA FOR EXPENSES PER JUNIOR BILL APPROPRIATION AGREEMENT FY24-25 COMMISSION APPROVED 08/14/2024				

Authorized By: *Heim Salcedo*

SUBTOTAL:	35,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	35,000.00

Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement

APPROPRIATION RECIPIENT: City of Truth or Consequences

<u>APPROPRIATION NUMBER:</u> 6200000000	<u>APPROPRIATION AMOUNT:</u> \$35,000	<u>REVERSION DATE:</u> June 30, 2025
--	--	---

APPROPRIATION LANGUAGE
for senior meal sites

Grant funds unexpended by June 30, 2025, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

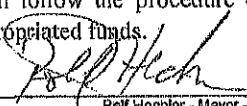
The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the ALTSD Exhibit A: Request for Payment Form, along with supporting document(s) that evidence the expenses to be reimbursed. The ALTSD will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date.

CERTIFICATION

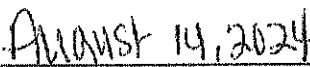
I hereby certify that :

1. Shall only use the appropriation funds to carry out or perform activities described in appropriation language.
2. Shall comply with the State Procurement Code and the execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Shall ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Shall follow the procedure described in "Appropriation Reimbursement" section for reimbursement of appropriated funds.

Entity

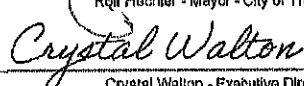

Rolf Hechler - Mayor - City of Truth or Consequences

Date


August 14, 2024

8-15-24

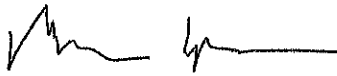
Entity


Crystal Walton - Executive Director - Sierra Joint Office on Aging

Date

APPROVAL

In accordance with the authority conferred on the Aging & Long-Term Services Department by the statute appropriating these funds, I hereby approve this certification for appropriation number 6200000000 in the amount of .


ALTSD Agency

Date

8-15-2024



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Aging and Long Term Services

2550 Cerrillos Rd.
Santa Fe NM 87505
United States

Dispatched

Purchase Order 62400-0000023048	Date 08-16-2024	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Rosana Hernandez	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054340
CITY OF TRUTH OR
CONSEQUENCES
505 SIMS ST
T OR C NM 87901-0000
United States

Ship-To: 2550-Cerrillos-Rd.
Santa Fe NM 87505
United States

Bill-To: 2550-Cerrillos-Rd.
Santa Fe NM 87505
United States

Origin: EXE Excl/Excl#: 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Appropriation Funds, Senior Meal Sites (FY25)	1.00	EA	\$35,000.00	\$35,000.00	08/16/2024
	62400-04900-6200000000-547400- - - -125-10000					

Schedule Total \$35,000.00

Item Total \$35,000.00

Appropriation Funds for Senior Meal Sites.
The Appropriation funds will be disbursed through a reimbursement process.

PO Contact: Marcos Lopez
marcos.lopez@altsd.nm.gov

Supporting documentation attached.
8/16/2024, RH

Total PO Amount \$35,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. **GENERAL:** When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **STATE FURNISHED PROPERTY:** State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **INSPECTION:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. **INSPECTION OF PLANT:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **COMMERCIAL WARRANTY:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **TAXES:** The unit price shall exclude all State taxes.
10. **PACKING, SHIPPING AND INVOICING:**
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFAULT:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **NON-COLLUSION:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. **THE PROCUREMENT CODE:** Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. **PAYMENT FOR PURCHASES:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. **WORKERS COMPENSATION:** The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **GENERAL SERVICES STATEWIDE PRICE AGREEMENT:** Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement
Request for Payment
Form
Exhibit A

I. Entity Information

(Make sure information is complete & accurate)

A. Entity: City of Truth or Consequences
B. Address: 506 Sims Street
(Complete Mailing, including Suite, if applicable)
Truth or Consequences, NM 87901
City, State, Zip
C. Phone No: 575-952-0565
D. Project No: 6200000000
E. Project Title: Junior Bill Appropriation - Senior Meals
F. Appropriation Expiration Date: 6/30/2025

II. Payment Computation

A. Payment Request No.	<u>1</u>
B. Project Amount:	<u>\$35,000.00</u>
C. Funds Requested to Date:	<u>0.00</u>
D. Amount Requested this Payment:	<u>\$35,000.00</u>
E. Project Balance:	<u>0.00</u>
F. Project Balance:	<u> </u>

III. Fiscal Year : 2025 (July 1, 2024 - June 30, 2025)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.



Entity Fiscal Officer
or Fiscal Agent (if applicable)



Entity Representative

Traci Alvarez

Printed Name

Crystal Walton

Printed Name

Date: 3/13/2025

Date: 3/13/2025

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 81773**Date:** 04/17/2025**Requisition #:** 94293**Vendor #:** 8772

ISSUED TO: FULL SEND LINEWORK LLC
104 HUMMINGBIRD PLACE
CLOVIS, NM 88101-

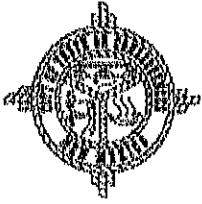
SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GLACCT#	PROJECT#	PRICE	AMOUNT
1	0		STEEL POLE REPLACEMENT- ELECTRIC	503-3702-47415		0.00	26,038.18
STEEL POLE REPLACEMENT POST & AUSTIN, POST & VAN PATTEN QUOTES: FULL SEND LINEWORK, MARTO ENERGY, AK TOOLING CM APPROVAL 04/17/2025 ELECTRIC							

SUBTOTAL:	24,026.00
TOTAL TAX:	2,012.18
SHIPPING:	0.00
TOTAL	26,038.18

Chief Purchasing Office **Date:** 04-17-25**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax-- ID# 01-405755-007



REQUISITION

Requisition #: 94293

Date: 04/09/2025

Vendor #: 8772

ISSUED TO: FULL SEND LINEWORK LLC
104 HUMMINGBIRD PLACE
CLOVIS, NM 88101-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 STEEL POLE REPLACEMENT- ELECTRIC		0.00 503-3702-47415	26,038.18
PO Description: STEEL POLE REPLACEMENT- ELECTRIC Detailed Description: APPROVAL OF CITY MANAGER 04/17/2025 STEEL POLE REPLACEMENT POST & AUSTIN, POST & VAN PATTEN QUOTES: FULL SEND LINEWORK, MARTO ENERGY, AK TOOLING ELECTRIC				

Authorized By: _____

SUBTOTAL:	24,026.00
TOTAL TAX:	2,012.18
SHIPPING:	0.00
TOTAL	26,038.18

25.

Page: 4/4/2020
Quota: 07/07/2008
Customer ID: N/A

Quotation for

Slip of Tull of Consequences
 Airm 60 Easy
 608 Sims St
 Tull of Consequences NM 8790
 Conces 670 300 00736 072
 Call 670 400 3211

If you have any questions concerning this quotation contact Tom
(678) 802-3390 or t@fullandline.com

Thank You

RECEIVED APR 17 2025

J.F.

ESTIMATE

AK Tooling LLC
PO BOX 281
PLAINVIEW, TX 79073

Coralblackby@aktooling.org
+1 (808) 268-2076



Bill to
City of Truth or Consequences
506 Sims St.
Truth or Consequences, NM 87901

Bill to
City of Truth or Consequences
506 Sims St.
Truth or Consequences, NM 87901

Estimate details

Estimate no.: 1139
Estimate date: 04/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Sales	Replace three phase vertical Corner of Austin and post	8	\$1,800.00	\$12,800.00
2.		Sales	Replace three phase vertical Corner of Post and Marr	8	\$1,800.00	\$12,800.00
3.		Sales	Mobilization fees	3	\$1,300.00	\$3,900.00
4.		Sales	Mobilization fees	3	\$1,300.00	\$3,900.00
Subtotal						\$33,400.00
Sales tax						\$2,797.25
Total						\$36,197.25

Accepted date

Accepted by

77.

4/7/2025

040725-01

P.O. Box 20651
Albuquerque, NM 87154
505.550.8658

Bill To:

City of T or C

Job Site: City of T or C Electric

Job Description: Pole replacement

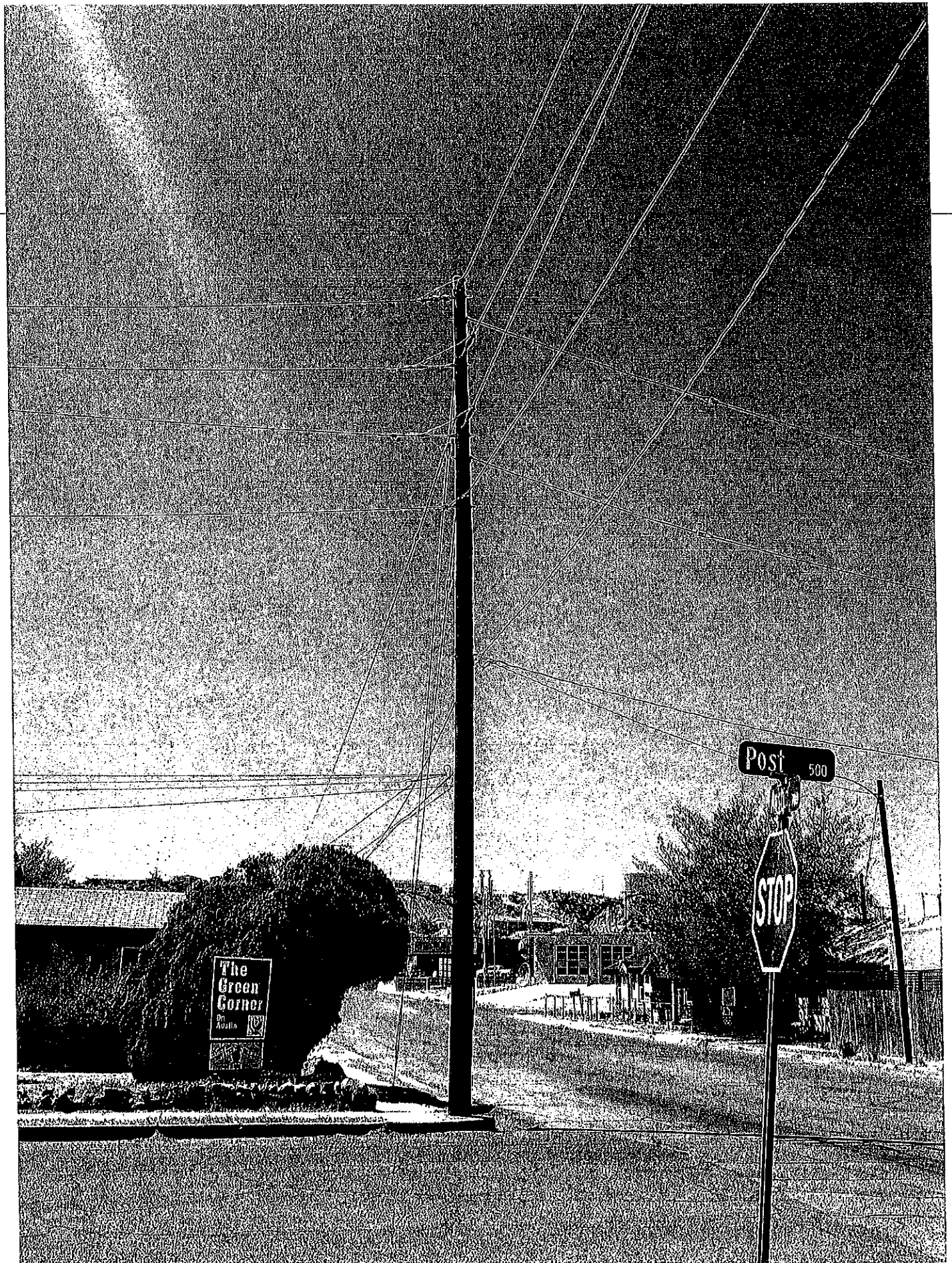
Please reference your invoice number above on all payments.

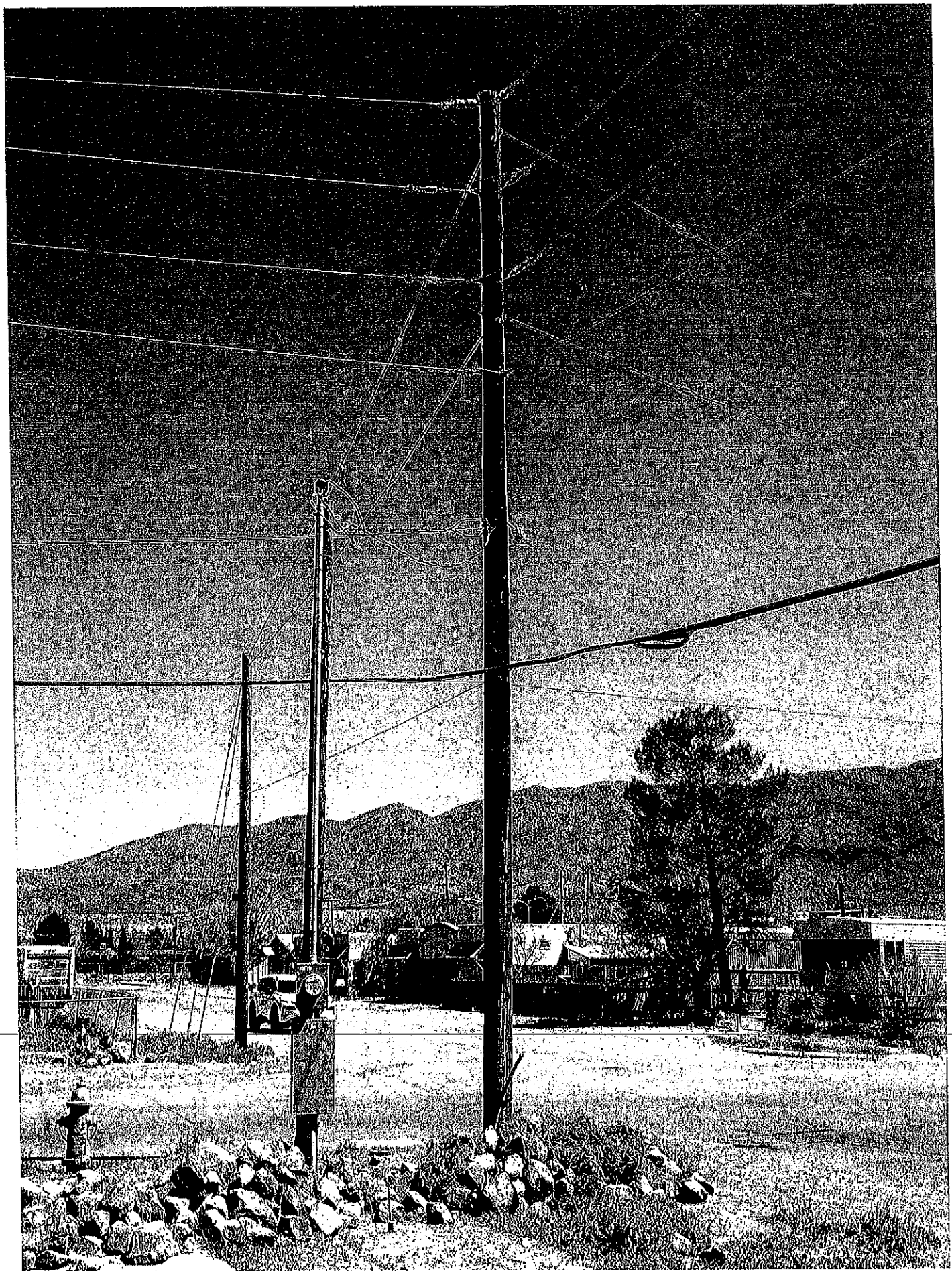
Print (save only) Page 1 of 1

NM GRT Map & Rates

Bernalillo	7.6250%
TorC	8.3750%
FAA	6.8125%
Kirtland AFB	6.8125%

Print (save only) Page 1 of 1







CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: E.1

SUBJECT: Resolution No. 39 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: April 23, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background: Reconciling Budget Adjustments Requests (based on Chapter 6, Article 6 NM Statute) needed for budget adjustments, increases, and decreases per attached.

Recommendation:

Approval Resolution No. 39 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

Resolution No 39 24/25

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 4-23-25



RESOLUTION NO. 39 24/25

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2024-2025.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2024-2025; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this 23rd day of April, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

Department of Finance and Administration
 Local Government Division
 Financial Management Bureau
 SCHEDULE OF BUDGET ADJUSTMENTS

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2024-25 4/23/2025
 DFA Resolution Number: 39 24/25
 BAR NUMBER 13

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	403	403-1203-90910	Debt Service Interest	Expense	\$ 409,789.00	\$ 21,000	\$ 430,789	Increase for interest payments for Water System Improvement loan BOSW
1	403	403-1203-39935	Debt -Transfer In	Revenue	\$ 1,289,180.00	\$ 21,000	\$ 1,310,180	Increase for interest payments for Water System Improvement loan BOSW
1	504	504-3803-49930	WTR -Transfer Out	Expense	\$ 5,191,518.00	\$ 21,000	\$ 5,212,518	Increase for interest payments for Water System Improvement loan BOSW

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: E.2

SUBJECT: Resolution No. 40 24/25 Foch Street Renovation Project.

DEPARTMENT: Community Development

DATE SUBMITTED: April 17, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: [Click here to enter text.](#)

Summary/Background:

This Resolution shows the City of Truth or Consequences' support of the Truth or Consequences Foch Street Renovation Project.

Recommendation:

Approval of the Resolution.

Attachments:

- Resolution No. 40 24/25

•

Fiscal Impact (Finance): Yes

Project is a reimbursement grant – no match is required.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 40 24-25 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 4-23-25



RESOLUTION NO. 40 24/25

Truth or Consequences Foch Street Renovation Project

WHEREAS, the New Mexico MainStreet (NMMS) program is designed to assist MainStreet programs with economic revitalization projects; and

WHEREAS, the primary objective of the Truth or Consequences Great Blocks Foch Street Renovation project is to continue revitalizing the section of a historic district by creating a complete street design that includes best practices in pedestrian safety improvements, streetscape enhancements, creative place making opportunities, and way finding signage; and

WHEREAS, the New Mexico MainStreet (NMMS) Truth or Consequences, through community involvement, collaboration, public meetings, and media has created the Foch Street concept; and

WHEREAS, the Foch Street concept has incorporated history, public art, aesthetic amenities, and provisions for safe traffic and parking; and

WHEREAS, the City of Truth or Consequences fully supports this project and will act as the fiscal agent;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, BY THIS RESOLUTION STANDS IN SUPPORT OF PRESENT AND FUTURE FUNDING OPPORTUNITIES FOR THE TRUTH OR CONSEQUENCES FOCH STREET RENOVATION PROJECT ON SOUTH FOCH STREET.

PASSED, APPROVED and ADOPTED this 23rd day of April, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: F.1

SUBJECT: Chief of Police contract amendment
DEPARTMENT: -
DATE SUBMITTED: April 16, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The Chief of Police Contract was approved by the governing body on November 21, 2024. The contract is being amended to add language pertaining to training stipends that may be provided through grants or other State of New Mexico and Federal programs.

Recommendation:

Approval of amended contract.

Attachments:

- Amended contract.

Fiscal Impact (Finance):

 Choose an item.

Legal Review (City Attorney):

 Yes

Yes.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☒ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-23-25

POLICE CHIEF EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 21st day of November 2024 by and between the City of Truth or Consequences, hereinafter called "*Employer*" and Luis A. Tavizon hereinafter called "*Employee*," both of who understand as follows:

RECITALS

WHEREAS, the Employer desires to employ the services of the Employee as the Chief of Police of the City as provided by City Ordinance; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment, and set working conditions for said Employee; and

WHEREAS, it is the desire of the Employer to 1) secure and retain the services of Employee and to provide an inducement for him to remain in such employment, 2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and 4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or incapacity or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Chief of Police of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES

Employer hereby agrees to employ said Employee as Chief of Police of said Employer to perform the functions and duties specified in State Statute, City Ordinance, and to perform other legally permissible and proper duties and functions as established in the position description hereto attached as Exhibit "A" and other duties as the Employer shall from time-to-time assign.

II. TERM

- A. Nothing in the Contract shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in §III, Paragraphs A and B of this Contract.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in §III, Paragraph C of this Contract.

- C. The term of this contract will be for a period of two (2) years from the 21st day of November 2024 through the 21st day of November 2026. This Contract may be renewed upon the mutual consent of the parties for up to two (2) additional biennial terms.
- D. Employee agrees to remain in the exclusive employ of the Employer until the termination of this agreement, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereafter provided.

III. TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the employer after the commencement of this Contract, and before expiration of the aforesaid term of employment, then, in that event, Employer agrees to pay Employee a lump sum cash payment equal to two (2) months' salary; provided, however, that in the event Employee is terminated because of his engaging in any illegal act of a serious nature or other conduct detrimental to the City, then in that event, Employer shall have no obligation to pay the aggregate severance pay designated in this paragraph.
- B. In the event Employer at any time during the term of this Contract, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any provision benefiting Employee herein, or the Employee resigns following a suggestion whether formal or informal, by the Employer that he resign, then in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision.
- C. In the event Employee voluntarily resigns his position with Employer before the expiration of the aforesaid term of his employment, then Employee shall give Employer a thirty (30) day notice in advance unless the parties otherwise agree.

IV. SALARY and COMPENSATION

- A. Employer agrees to pay Employee for his services rendered pursuant hereto at the rate of ninety-five thousand three hundred and fifty-nine dollars (\$95,359.00), plus standard employee benefits, payable in installments at the same time as other employees of the Employer are paid.
- B. The following provisions of the Truth or Consequences Personnel Policy do not apply to Employee's employment with the City.
 - i. All provisions related to termination and grievance procedures afforded to City employees;
 - ii. All provisions relating to compensation and overtime pay (i.e., Employee is a Fair Labor Standards Act exempt employee); and
 - iii. All provisions related to sick and annual leave.

C. As Chief of Police of Truth or Consequences, Employee is entrusted with the discretion to take leave as needed, since he does not accumulate sick and annual leave and performs his functions from locations outside of the office as needed.

D. The Chief shall be eligible to participate and receive retention or training stipends that may be provided through grants or other State of New Mexico and Federal programs. Such stipends must have been made available to the entire department. The Chief shall not be allowed to receive compensation from funding programs which provide revenue to the City of Truth or Consequences that could be used to cover normal salary expenses.

V. PERFORMANCE EVALUATION

A. The Employer shall review and evaluate the performance of the Employee at least twice annually. Said review and evaluations shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to, or deleted from, as the Employer may, from time to time determine, in consultation with the Employee. The City Manager, will, as a joint effort compile an evaluation of the employee. The City Manager shall then communicate with the employee and provide him with a copy of the written evaluation.

B. Annually, the Employer and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Employer's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In affecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

VI. AUTOMOBILE

Employee's duties require that he shall have the exclusive and unrestricted use, for official business, at all times during his employment with Employer of an automobile provided to him by the Employer. Employer shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

VII. RETIREMENT

Employee, by virtue of his employment, will be required to participate in the State Public Employees Retirement Association program, and payments for Employee will be deducted from his salary, the same as provided to other employees of the City.

VIII. DUES and SUBSCRIPTIONS

Employer agrees to budget as feasible, for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

IX. PROFESSIONAL DEVELOPMENT

- A. Employer agrees to budget for and to pay the mileage and per diem expenses of Employee for professional official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer. These events include national, regional, state, and local governmental groups and committees of which the Employee serves as a member, or which would be beneficial to the Employer. The Employee will be paid said expenses pursuant to the City's Travel or Mileage and Per Diem Regulation (As to state policy on the subject, see DFA Rule 92-1).
- B. Employer also agrees to budget and pay for mileage and per diem expenses of Employee for courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

X. INDEMNIFICATION

The Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claims or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police, Employer, or its insurer, will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

XI. BONDING

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, ordinance, or policy.

XII. OTHER TERMS and CONDITIONS OF EMPLOYMENT

- A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, City Ordinance or any other law.
- B. All provisions of City Ordinances, Resolutions, Rules, and Regulations of the Employer relating to vacation, sick leave and other authorized leaves, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist, or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

XIII. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Contract reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across the board for all employees of the Employer.

XIV. NOTICES

Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

<u>Employer</u>	<u>Employee</u>
City Manager, City of Truth or Consequences 505 Sims Street Truth or Consequences, NM 87901	Luis A. Tavizon 22 Arabian Lane Elephant Butte, NM 87935

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

XV. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Contract between the parties.
- B. This Contract shall be binding upon, and insure to the benefit of, the heirs at law and executors of Employee.
- C. The Amended Contract will be effective commencing the 23rd day of April 2025.
- D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Signed and executed on this 23rd day of April 2025.

Gary Whitehead, City Manager

Luis A. Tavizon, Employee

Attest:

Approved as to form:

Angela Torres, City Clerk

Jaime F. Rubin, City Attorney

DRAFT



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 23, 2025

Agenda Item #: F.2

SUBJECT: Approval of Purchase Requisitions Over \$60,000

DEPARTMENT: Finance

DATE SUBMITTED: April 16, 2025

SUBMITTED BY: Jordan Javier, CPO

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$60,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$60,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☒ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC agendas 4-23-25