

CITY COUNCIL REGULAR MEETING

Wed. Oct. 14, 2026
6:30 PM

- a. Welcome / Pledge of Allegiance
- b. Call to Order / Roll Call
- c. Approval of the Agenda
Motion _____ Second _____ Roll Call _____ Action _____
- d. Matters from the Governing Body
- e. Public Comment (Limit of 2 minutes per person)

CONSENT AGENDA

1. CONSIDERATION AND APPROVAL OF CONSENT AGENDA ITEMS

- i. Minutes from the Special meeting on Sept. 23, 2026 and Regular Meetings on Sept. 23, 2026
- ii. Accounts Payable Bills
- iii. Billing Adjustments – S. Tillery (4013001) \$ 53.47 this is sewer standby no trash
- iv. Mike Roberts – Airport Security Lease
- v. Read Write Lease renewal
Motion _____ Second _____ Roll Call _____ Action _____

2. Utility Rate Increase- Resolution 26-27-01

- a. Water Rates
 - 1. Option 1- Straight Increase 5.80%
Motion _____ Second _____ Roll Call _____ Action _____
 - 2. Option 2- Residential increase 3% and Commercial increase 8.624%
Motion _____ Second _____ Roll Call _____ Action _____
- b. Wastewater Rates - Resolution 26-27-01
 - 1. Option 1 – Increase of 31.27 %- in house rate study
Motion _____ Second _____ Roll Call _____ Action _____
 - 2. Option 2- Increase of 32%- Southwest Environmental Finance Center
Motion _____ Second _____ Roll Call _____ Action _____
- c. Solid Waste Rates
 - 1. Ratification of Resolution 26-27-02 rate schedule
Motion _____ Second _____ Roll Call _____ Action _____

3. Public Works- Jeff Tapia-

- a. Approval of Holiday street Project- State contract CES
 - 1. Approval of Spear D (state contract with CES) repairs on Holiday St. open trench amount \$ 238,926.38 OR
 - 2. Approval of Spear D (state contract with CES) repairs on Holiday St. pipe bursting amount of \$ 202,118.31
Motion _____ Second _____ Roll Call _____ Action _____
- b. Approval to contract Dave Hammond as wastewater operator at \$ 1500.00 per month
Motion _____ Second _____ Roll Call _____ Action _____
- c. Approval to advertise for Wastewater Operator
Motion _____ Second _____ Roll Call _____ Action _____

4. NM DOT Grant Agreement K-3245 \$ 510,000

- a. Resolution 26-27-10- Grant Agreement
Motion _____ Second _____ Roll Call _____ Action _____

5. Roddy Gallegos- Update on City Events

6. Library – Danielle-

- a. Library Board recommendation to appoint Debbie Adcock to the library board
Motion _____ Second _____ Roll Call _____ Action _____
- b. Approval to hire Erika Hernandez Martinez as Library Director at \$ 47,132.80 annual salary
Motion _____ Second _____ Roll Call _____ Action _____

7. Police Chief Urbina- Approval to Hire two officers

- a. Ricco Gutierrez at \$ 33.80 per hour
Motion _____ Second _____ Roll Call _____ Action _____
- b. Jacob Zamora at \$ 30.47 per hour
Motion _____ Second _____ Roll Call _____ Action _____

8. Civic Center – Chris Alvarado

- a. Coat Drive

9. Fire Dept- Chief Hart- Approval of

a. Fire Department Incentive Tamara Anderson for achieving IFSAC Fire Instructor 1- 3step grade increase from \$ 18.51 to \$ 19.90 to start next pay period \$ 4058.00 annually – 110-3002-51080

Motion _____ Second _____ Roll Call _____ Action _____

10. Finance and Administration

a . Approval to hire Finance Officer at \$ 61,484.00 annual salary

Motion _____ Second _____ Roll Call _____ Action _____

b. Approval to advertise for General office Clerk- Rubena Miranda resignation

Motion _____ Second _____ Roll Call _____ Action _____

11. ADJOURNMENT: Motion _____



CITY OF MORIARTY
Special Council Meeting
Wed. Sept.23, 2026
5:30 P.M.

202 Broadway St. S-Moriarty, NM 87035

CALL TO ORDER		Mayor Anaya called the meeting to order at 5:30pm
AGENDA		Councilor Garcia made a motion to approve the agenda, second by councilor Trujillo, all present voted yes, motion carried.
Studio Southwest Architects		Colin gave a presentation and got the council's input on design and accommodation for a new city hall. No action was taken.
Emily Sanchez Clerk/ Treasurer		The clerk gave an update with the mayor's request on the office staff organization and positions. She provided the governing body with an outlook on what she would like her office to look like as far as job positions within the clerk's office. She is asking for 2 more positions: Finance officer per the mayor and council's request, wanting this position to fulfill what the current contracted financial analyst Karen Alarid is doing now, and she is requesting a position for accounts payable. She explained that this is her vision for the clerk's office and she is trying to comply with requests from both the current city auditor and CPA's recommendation of segregation of duties within her office. The council explained that they want to get the position of the finance office filled as soon as possible and would like to have Karen Alarid out by the end of October. She explained to the council that there are still a lot of undone financial issues and has not been able to get ahold of Caselle on the issues the office is having. The Clerk's office has been working with the CPA John Jennings and his assistance Gabby on the FY 2026 audit. They will continue to reach out to Caselle and will be in contact with Tyler Technologies to see what is in the best interest of the city's financial software. Councilors agreed that this needs to be a priority and we need to figure out what needs to be done. Councilor Snow stated that he would like to see some higher education on the job description for the Finance officer. He would like for it to require an associate's degree and possibly a bachelor's in finance. The current budget for the position was unknown by guessing it was between \$ 61,000 to \$63,000. Councilor Garcia mimicked councilor Snow's recommendation. They also would like the job posting on a hiring site. The other conversation was about the other position requested for accounts payable clerk, the council stated that they understood the need for this position but with the budget constraints the clerk's office would have to stay as is with only adding the finance officer position. Councilor Snow made a motion to approve the advertising of the position at the current budget amount, second by councilor Spalding, all present voted yes, motion carried.
Adjourn		Councilor Garcia made a motion to adjourn.
Approved		PASSED AND APPROVED ON THIS 14 th DAY OF October 2026.
		Steve Anaya, Mayor Attest: Emily Sanchez, Clerk/ Treasurer



CITY OF MORIARTY
Regular Council Meeting
Wed. Sept.23, 2026
6:30 P.M.

202 Broadway St. S-Moriarty, NM 87035

CALL TO ORDER		Mayor Anaya called the meeting to order at 6:30pm
AGENDA		Councilor Garcia made a motion to approve the agenda, second by councilor Trujillo, all present voted yes, motion carried.
Matters from Governing Body		Mayor announced the Pinto bean fiesta on Saturday the 26 th with a balloon glow on Friday by the Sierra Blanca. Council will have a float in the parade. Councilor Snow thanked public works for assisting at the civic center.
Public Comments		Jerri Pohl would like to see what the agenda packets include, she stated that she hoped that when considering wastewater increases that all expenses were also taken into consideration especially the continued breakdowns. She also asked about the sludge removal
Consent Agenda		Councilor Snow made a motion to approve the consent agenda, second by councilor Trujillo, all present voted yes, motion carried.
Southwestern HR Consulting		a. Mayor Anaya asked for approval of the contract for the personnel investigation, he stated the amount should not exceed \$ 5000.00, councilor Snow stated that he agreed with the expense and made a motion to approve the contract, second by councilor Garcia, all present voted yes, motion carried. b. Mayor Anaya also presented a contract for on call services for personnel and explained they would be assisting with the updated personnel policy. Councilor Snow made a motion to approve the on-call contract, second by councilor Garcia, all present voted yes, motion carried.
SAMBA Safety Services-Emily - Clerk		a. The clerk informed the governing body that the city needs to restart the SAMBA safety compliance for driving safety and asked for approval of the contract. Councilor Garcia made a motion to approve the contract, second by councilor Trujillo, all present voted yes, motion carried. b. The clerk also presented the governing body with an old Molzin Corbin invoice in the amount of \$ 19,962.27 this is an old bill from 2022 that was never paid or submitted for reimbursement. Councilor Garcia made a motion to approve to pay the invoice in the amount of \$ 19,962.27, second by councilor Spalding, all present voted yes, motion carried.
Sylvia Chavez- Torrance County Clerk		c. Requested the use of the council chambers for the upcoming election. Councilor Garcia made a motion to approve the use of the council chambers, second by councilor Trujillo, all present voted yes, motion carried.
AIPP		d. Councilor Garcia presented the art choices from the selection committee: She requested additional funding for the art in the amount of \$ 4600 to be covered by the general fund. The art selection will be displayed at the civic center. Councilor Trujillo made a motion to approve the art pieces and the additional expense of \$ 4600 from general fund, second by councilor Snow, all present voted yes motion carried.
Fire Dept. Chief Hart		a. Chief Hart presented a request to update the city's personnel policy section 3-5-1(c) Work period defined- hours worked, this is an update to the number of hours, by resolution. Councilor Garcia made a motion to approve Resolution 26-27-08, second by councilor Spalding, a roll call was taken Spalding yes, Snow yes, Garcia yes and Trujillo yes, motion carried. b. Approval to send Robert Dodd to service sponsored paramedic cohort at UNM in the amount of \$ 10,000,(206-003-57050) councilor Snow made a motion to approve, second by councilor Garcia, all present voted yes, motion carried. c. Approval to allow to begin intra department promotion application, interview and testing for 3 Lieutenant positions with a budget of \$ 15,000 (110-3002-51080), councilor Snow made a motion to approve, second by councilor Trujillo, all present voted yes, motion carried. d. Approval to revise the Lieutenant job description, councilor Garcia made a motion to approve the change, second by councilor Spalding, all present voted yes, motion carried.
Public Works - Jeff		a. Councilor Garcia made a motion to approve the repairs at the Aubrey lift station in the amount of \$ 19,800 from (503-6005-54050), second by councilor Trujillo, all present voted yes motion carried
Police Dept- Chief Urbina		a. Approval to purchase 12 Panasonic FZ-55 rugged notebooks in the amount of \$ 14,400 from LEPP Councilor Trujillo made a motion to approve, second by councilor Garcia, all present voted yes motion carried. b. Chief asked for approval to dispose of unused vehicles by auction at Bentley's Auction. Councilor Trujillo made a motion to approve resolution 26-27-09 the disposition of the police vehicles, second by councilor Garcia, a roll call was taken: Trujillo yes, Garcia, yes, Snow yes, Spalding yes, motion carried.

Utility Rate Increases		The solid waste rates increase was proposed with a 6.1% CPI from vendor and 11.1% additional with a total of 17.2% increase
Adjourn		Councilor Garcia made a motion to adjourn.
Approved		PASSED AND APPROVED ON THIS 14 th DAY OF October 2026.
		Steve Anaya, Mayor Attest: Emily Sanchez, Clerk/ Treasurer

	10/31/2026	09/30/2026	08/31/2026	07/31/2026	06/30/2026	05/31/2026	04/30/2026	03/31/2026	02/28/2026	01/31/2026	12/31/2025	11/30/2025	10/31/2025
WATER	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
WATER usage	0	0	0	0	0	0	0	0	0	0	0	0	0
SEWER	.00	9.56	9.56	9.56	9.56	9.56	9.56	9.56	9.56	9.56	9.56	9.56	9.56
GARBAGE	.00	50.92	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
OTHER	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
POSTAGE	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
DISCONNECT	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
RECONNECT	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
SERVICE CHARGE	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
SALES TAX	.00	3.03	.48	.48	.48	.48	.48	.48	.48	.48	.48	.48	.48
PENALTY	.00	.00	.00	1.67	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total charges	.00	63.51	10.04	11.71	10.04	10.04	10.04	10.04	10.04	10.04	10.04	10.04	10.04
Previous balance	35.06	28.45-	38.49-	10.04	.00	10.04-	20.08-	30.12-	40.16-	50.20-	1.58	8.46-	18.50-
Payments	.00	.00	.00	60.24-	.00	.00	.00	.00	.00	.00	61.82-	.00	.00
Adjustments	35.06	35.06	28.45-	38.49-	10.04	.00	10.04-	20.08-	30.12-	40.16-	50.20-	1.58	8.46-

Trash Billed Incorrectly

\$50.92 - Trash

\$2.55 - Tax

(\$53.47)

OCCUPANCY AGREEMENT

An agreement made by and between the City of Moriarty, herein called the City, and Mike Roberts, herein called occupant, on November 12, 2026.

WHEREAS: City is owner of the Moriarty Municipal Airport, and

WHEREAS: In an attempt to minimize or eliminate possible vandalism and theft, City will provide an Occupant the use of land upon which to place a mobile home at a cost of \$420.00 per year, for a (1) one year, renewable term, and

WHEREAS: occupant is willing to exchange Occupant's surveillance service for use of land

Occupant shall:

1. Save and hold harmless, defend and indemnify City for any and all costs, claims, and liability of any kind arising out of Occupant's use of the premises, including but not limited to claims made by trespassers, Occupant, Occupants family or Occupants employees.
2. Live in Occupant's mobile home, properly maintain it and the premises in a physical condition which does not conflict with the Municipal Airport.
3. Keep visual surveillance over the City's property adjacent to the premises and report any and all suspicious activity to the Moriatiy Police Department.
4. Upon vacating the premises, remove all debris and loose materials from the property.
5. Assume responsibility for all utility bills.
6. Carry sufficient personal property, liability and fire insurance coverage on mobile home and contents.

This agreement may be terminated by either of the parties by written notice to the other, prior to the intended termination.

Executed this 14th day of October, 2026.

Steve Anaya, Mayor

Mike Roberts, Occupant

ATTEST:

Emily Sanchez, City Clerk

P. O. Box 130
Moriarty, NM 87035
Phone: 505-832-4406
Fax: 505-832-6919

AGENDA ITEM REQUEST FORM

This form, along with documentation that is to be considered/approved by Council and/or any support documentation, *must be received by the City Clerk's office no later than 12:00 noon on the Wednesday of the week prior to the regular Council meeting you have requested to be placed on.*

Regular Council meetings are held on the second and fourth Wednesday of the month at 7:30 p.m. in the Council Chambers at the Moriarty Civic Center located at 202 Broadway Street (S). Agenda items shall be scheduled as soon as possible by the Mayor.

Name: Mike Roberts Date Submitted: 10/6/28
Printed Name

Organization you are representing: (If applicable) _____

Address: _____

Please indicate preferred contact: ☒ Home Phone ☐ Work Phone ☐ Fax ☐ E-mail

Telephone: (HOME) 505 252 0270 (WORK) _____
(FAX) _____ E-mail: _____

I respectfully request to be placed on the Agenda for the Regular Council Meeting of: _____

My request is as follows: AIRPORT SECURITY LEASE - Resident

Is this an action item: ☐ Yes ☐ No Specific action you are requesting: _____

Presentation by: _____ Approximate time needed: _____

Please attach any supporting documentation to be distributed to the Governing Body prior to the meeting.

OCCUPANCY AGREEMENT

An agreement made by and between the City of Moriarty, herein called the City, and Mike Roberts, herein called occupant, on November 12, 2025.

WHEREAS: City is owner of the Moriarty Municipal Airport, and

WHEREAS: In an attempt to minimize or eliminate possible vandalism and theft, City will provide an Occupant the use of land upon which to place a mobile home at a cost of \$420.00 per year, for a (1) one year, renewable term, and

WHEREAS: occupant is willing to exchange Occupant's surveillance service for use of land

Occupant shall:

1. Save and hold harmless, defend and indemnify City for any and all costs, claims, and liability of any kind arising out of Occupant's use of the premises, including but not limited to claims made by trespassers, Occupant, Occupants family or Occupants employees.
2. Live in Occupant's mobile home, properly maintain it and the premises in a physical condition which does not conflict with the Municipal Airport.
3. Keep visual surveillance over the City's property adjacent to the premises and report any and all suspicious activity to the Moriatiy Police Department.
4. Upon vacating the premises, remove all debris and loose materials from the property.
5. Assume responsibility for all utility bills.
6. Carry sufficient personal property, liability and fire insurance coverage on mobile home and contents.

This agreement may be terminated by either of the parties by written notice to the other, prior to the intended termination.

Executed this 12th day of November, 2025.

Steve Anaya, Mayor

Mike Roberts, Occupant

ATTEST:

Emily Sanchez, City Clerk

AGREEMENT

THIS AGREEMENT is made this 1ST Day of July 2025, by and between the **CITY OF MORIARTY, NEW MEXICO**, and the **READ "WRITE" ADULT LITERACY PROGRAM, MORIARTY, NEW MEXICO**.

WHEREAS:

The **CITY OF MORIARTY** has facilities located at 108 Broadway, Moriarty, NM to provide space for the **READ "WRITE" ADULT LITERACY PROGRAM (RWALP)** to conduct their business of providing adult literacy programs and related educational services to the City of Moriarty, New Mexico and the surrounding area.

The RWALP being a nonprofit New Mexico Corporation since June 1, 2001, has provided the City with a copy of its **ARTICLES OF INCORPORATION, BY-LAWS** and **MISSION STATEMENT**, which are the RWALP guiding documents.

THEREFORE:

The City of Moriarty, for and in consideration of the covenants and agreements herein contained to be kept and performed by the Read "Write" Adult Literacy Program (RWALP) and upon the terms and conditions herein contained, does hereby desire to have the RWALP provide adult literacy programs and related education services located at the corner of Broadway Street and Roosevelt Avenue, in the City of Moriarty, Torrance County, State of New Mexico, and,

The RWALP, for and in consideration of the covenants and agreements herein contained to be kept and offered by the City of Moriarty, and upon the terms and conditions herein contained, does hereby agree to provide in the municipality-owned building mentioned last above.

TERM: The effective date of this agreement is July 1, 2025 and shall expire June 30, 2026. This agreement may be renewed annually upon agreement of the parties.

RENTAL RATE: There will a rental charge of \$400 per month utilities included (a value of \$99 per month) so long as the RWALP meets or exceeds the requirements of this Agreement.

RIGHT OF TERMINATION: This agreement may be terminated by either of the parties hereto at any time after sixty (60) day notice in writing given to the opposite party. The City of Moriarty shall have at all times the authority to determine if the use of assigned space is meeting the requirements.

THE RWALP hereby agrees as follows, and these agreements and covenants are intended as conditions of this agreement:

1. To use and occupy the premises for the purpose of providing adult literacy programs and related educational services and no other purpose without first obtaining the written consent of the City of Moriarty.
2. To work in partnership with the Moriarty Community Library on literacy/educational programming and to seek grant funding accordingly.
3. To maintain a Section 501(c) (3) status with the Internal Revenue.
4. To comply with all Federal and State laws governing nonprofits.
5. To seek monies through, but not limited to gifts, donations, endowments, and grants for the express purpose of providing staff, improving equipment and to strengthening the quality of services.
6. To comply with all applicable municipal, state and federal ordinances, laws rules and regulations in using the premises, and not to use or suffer to be used the premises in any way so as to create any nuisance or increase the existing rate of fire insurance thereon.
7. To keep the premises in good order and repair during the term of this agreement.
8. If any alteration, additions and improvements, are needed, prior written approval will be obtained from the City Clerk or Mayor. When these are accomplished they shall immediately merge with and become a part of the structure owned by the City of Moriarty.
9. Requests for additional space allotment require written approval from the City Clerk or Mayor.
10. Not to assign this agreement or sublet the premises, in whole or part, without first obtaining the written consent of the City of Moriarty.
11. To quit and deliver up the premises, peaceably and quietly, to the City of Moriarty, at any time it is determined by the City of Moriarty that the terms of the agreement are not being met. A thirty (30) day cure notice, in writing, shall be used to itemize the areas of concern.
12. The RWALP in pursuance of its obligation under this Agreement shall use reasonable care to avoid damage or injury to persons or property.
13. Liability Insurance. Throughout the term of this Agreement RWALP shall maintain in full force insurance protecting both RWALP and the City, as an additional named insured,

against liability and property damage in the same amounts as shown in the attached certificate of insurance. RWALP shall promptly furnish the City with a new copy of a certificate of insurance upon any renewal of the insurance policy or change in insurance provider.

14. The RWALP shall defend, indemnify and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of RWALP, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of RWALP resulting in injury or damage to persons or property during the time when RWALP or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by RWALP or any officer, agent, employee, servant or subcontractor under this Agreement is brought against RWALP, RWALP shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City by certified mail.

This agreement shall extend to and be binding upon all successors in interest of the parties hereto and it is expressly understood and agreed by and between the parties hereto as follows:

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

FOR RWALP

PRESIDENT

DATE

FOR CITY OF MORIARTY



MAYOR, CITY OF MORIARTY

June 25, 2025
DATE

**CITY OF MORIARTY
RESOLUTION # 26-27-01**

WATER AND SEWER ORDINANCE FEES

WHEREAS, the Governing Body of the City of Moriarty has adopted Ordinance #O-2009-01, an ordinance concerning the Municipal Water and Sewer System; and

WHEREAS, Ordinance #O-2009-01 requires that fees pertaining to deposits, rates and other charges be set by resolution on the Governing Body; and

NOW, THEREFORE, be it resolved, by the City Council of the City of Moriarty, New Mexico, that fees related to Water and Sewer attached as Exhibit 1 Effective October 1st, 2026.

PASSED, APPROVED AND ADOPTED by the governing body at the meeting of October 14th, 2026

Steve Anaya Mayor, City of Moriarty

ATTEST:

Emily Sanchez, City Clerk/Treasurer

Ordinance No. O-2009-01

AN ORDINANCE CONCERNING THE MUNICIPAL JOINT WATER AND SEWER SYSTEM OF THE CITY OF MORIARTY; REGULATING THE USE OF WATER, PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION, CONNECTION AND SERVICE OF WATER AND SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM; LEVYING WATER AND SEWER DEPOSITS, RATES, AND CHARGES TO BE SET BY RESOLUTION, AND PROVIDING FOR PENALTIES, AND FOR THE COLLECTION THEREOF: PROVIDING FOR THE DISCONTINUANCE OF SERVICE FOR THE NONPAYMENT OF RATES, CHARGES AND PENALTIES: MAKING OTHER PROVISIONS INCIDENTAL THERETO: REPEALING ORDINANCE O-2004-01 AND ALL OTHER ORDINANCES IN CONFLICT HERewith: PROVIDING FOR SEVERABILITY AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, at an election held on Tuesday, April 3, 1962, pursuant to law, a majority of the qualified voters in the Village voted in favor of the construction of a municipal water system and a municipal sewer system; and,

WHEREAS, by its Ordinance No. 34, passed, adopted, signed and approved on the 25th day of April, 1962, the Village has authorized that said system be constructed, that the "Village of Moriarty Joint Water and Sewer Revenue Bonds, Series May 1, 1962," in the aggregate principal amount of \$230,000.00 be issued therefore, and that said system be operated and maintained as one joint system, and other details in connection therewith; and,

WHEREAS, Section 23C of the aforesaid Ordinance No. 34 provides as follows:

"23C. Use Charges. That while the bonds authorized herein or any of them remain outstanding and unpaid, the rates for all services rendered by the system to the Village and to its inhabitants and to all consumers within or without the boundaries of the Village shall be reasonable and just, taking into account and consideration the cost and value of the system and the proper and necessary allowances for the depreciation thereof and the amounts necessary for the retirement of all bonds and other securities or obligations payable from the revenues of the system, the accruing interest thereon, and reserves therefor; and there shall be charged against all purchasers of service, such rates and amounts as shall be adequate to meet the requirements of this and the preceding sections hereof, and which shall be sufficient to produce revenues or earnings annually to pay the annual operation and maintenance expenses, the cost of a replacement and repair fund, and one hundred fifty per centum (150%) of both the principal of and interest on bonds and any other obligations payable annually from the revenues thereof, including the reserves therefor, all of which revenues shall be subject to distribution to the payment of the cost of operating and maintaining the system and the payment of principal of and interest on all obligations payable from the revenues of the system, including reasonable reserves therefore; that no free service, facilities nor commodities shall be furnished by the system, except for any service, facilities or commodities furnished to the Village; and that all the income so derived from the Village shall be deemed to be income derived from the operation of the system, to be used and accounted for in the same manner as any other income derived from the peration of the system. Notwithstanding the provisions hereinabove, no charge for service shall be made against the Village except that the Village shall pay an annual fire hydrant charge

of \$100.00 per year per hydrant, which charge or fee shall be paid into the Income Fund in equal monthly payments." and

WHEREAS, the Housing and Home Finance Agency has entered into a contract with the Village for the purchase of the aforesaid bonds at an interest rate of 3-1/3% per annum, provided that an equal or lesser interest rate is not obtained by the Village at a public sale (said contract being numbered H-502-730, originally adopted on July 11, 1961, as amended by Amendment No.1, dated August 30, 1961, and Amendment No.2, dated April 20, 1962); and

WHEREAS, by its Ordinance Number 54, passed, adopted, signed and approved on the 8th day of February, 1966, the Village of Moriarty, by passage of said Ordinance, thereafter became known and designated as the City of Moriarty, reenacting and confirming all existing ordinances, resolutions, contracts and proceedings, except as amended in said Ordinance Number 54; and,

WHEREAS, at a meeting of the City Council of the City of Moriarty on the 30th day of May, 1972, the City Council of the City of Moriarty approved a feasibility study for the enlargement, repair, betterment, and improvement of the joint water and sewer system of the City of Moriarty, New Mexico, and authorized said City's contract engineer to proceed with the development of such project; and,

WHEREAS, by its Ordinance Number 88, passed, adopted, signed and approved on the 14th day of March 1974, the City authorized that the joint water and sewer system of the City of Moriarty, New Mexico be enlarged, repaired, bettered and improved, and in that Ordinance, the City has authorized that such construction take place, that the " City of Moriarty Joint Water and Sewer Improvement Revenue Bond, Series 1974" in the aggregate principal amount of \$100,000.00 be issued therefore, and that said system be operated and maintained as one joint system and other details in connection therewith; and

WHEREAS, Section 21C of the aforesaid Ordinance Number 88, provides as follows:

"21C. Use Charges. While any of the 1974 Bonds remain outstanding and unpaid, the rates for all services rendered by the utility shall be reasonable and just, taking into account the cost and value of the utility, proper and necessary allowances for the depreciation thereof and the amounts necessary for the retirement of all bonds and other obligations payable from the revenues of the utility, the accruing interest thereon, and reserves therefor. There shall be charged against all users of service such rates and amounts as shall be adequate to meet the requirements of this and the preceding sections hereof, and which shall be sufficient to produce revenues annually to pay the annual operation and maintenance expenses, and one hundred twenty percent (120%) of both the principal and interest on 1974 bonds and any other obligations payable annually from the revenues thereof, excluding the reserves therefor, all of which revenues shall be subject to distribution for the payment of principal of and interest on all obligations payable from the revenues of the utility including reasonable reserves therefor. To free service, facilities or commodities shall be furnished by the utility. All the income so derived from the City shall be deemed to be income derived from the operation of the utility, to be used and accounted for in the same manner as any other income derived from the operation of the utility." and

WHEREAS, the United States of American, Farmers Home Administration (herein "FHA"), agreed to purchase the bonds authorized by the aforesaid Ordinance Number 88, at an interest rate of five percent (5%) per annum; and,

WHEREAS, the Project authorized by said Ordinance No. 88 (the "Project"), and to be financed in part by the 1974 bond authorized thereby, for the enlargement, betterment, repair and improvement of the Utility, now requires additional funds for completion in accordance with the original plans and specifications therefor; and

WHEREAS, said Ordinance No. 88 provides that the City can issue bonds payable from the revenues of the Utility and having a lien thereon on a parity with the lien of the 1974 bond without limitation, where such bonds are necessary to complete the Project in accordance with the original plans and specifications thereon; and

WHEREAS, the City Council has determined and does hereby declare its intention to effectuate the provisions of the relevant New Mexico Statutes and of the aforesaid Ordinances Numbered 34, 88 by adopting a schedule of rates, charges and penalties for services rendered by the water facilities and the sewer facilities of the joint system, and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORIARTY, NEW MEXICO:

ARTICLE 1

Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Section 1. "A.S.T.M." shall mean the American Society for Testing Materials.

Section 2. "Average Winter Water Usage" shall mean the average monthly water used, as determined by the taking of an arithmetic average of the actual water used during the designated winter months of November, December, January and February, expressed in thousands of gallons, and rounded to the nearest thousand gallon. Such average water used shall be taken from the water user records of each metered customer of the City on an annual basis, and determined as of the 1st day of April of each year.

Section 3. "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 C, expressed in milligrams per liter.

Section 4. "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which received the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (5') outside the inner face of the building wall.

Section 5. "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.

Section 6. "City" shall mean the City of Moriarty, New Mexico.

Section 7. "COD" (denoting Chemical Oxygen Demand) shall mean the quantity of oxygen utilized in the chemical oxidation of organic and inorganic matter under standard laboratory procedure by the dichromate reflux method expressed in milligrams per liter.

Section 8. "Combined Sewer" shall mean a sewer receiving both surface runoff and sewage.

Section 9. "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Section 10. "Health Officer" shall mean any person or his authorized representative so appointed by the City or any New Mexico Environmental Improvement Agency Representative charged with approval or inspection of public or private wastewater facilities.

Section 11. "Industrial Liquid Wastes" shall mean all waterborne solids, liquids or gaseous wastes resulting from any industrial manufacturing or food processing operation or process, or from the development of any natural resource or any mixture of these with water or domestic sewage as distinct from normal domestic sewage.

Section 12. "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

Section 13. "Normal Domestic Wastewater" shall mean waterborne wastes normally discharging from the sanitary conveniences of buildings (including apartment houses and hotels), office buildings, factories, and institutions, free from storm surface water and industrial wastes. Normal domestic wastewater shall mean "normal" for the City of Moriarty.

Section 14. "Person" shall mean any individual, firm, company, political or governmental subdivision, association, society, corporation, or group.

Section 15. "pH" shall mean the logarithm to the base ten of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Section 16. "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

Section 17. "Property Line" shall mean the nearest point of the outer perimeter of occupied land where the improvements therein and thereon are 400' or less in distance from existing sewer service lines.

Section 18. "Public Sewer" shall mean a sewer in which all owners of abutting properties shall have equal rights, and is controlled by public authority.

Section 19. "Sanitary Sewer" shall mean the public sewer portion of a wastewater facility which transports wastewater and to which storm, surface and groundwater are not intentionally admitted.

Section 20. "Settleable Solids" shall mean those solids which settle during a preselected period of time expressed as milliliters per liter of sample.

Section 21. "Sewer" shall mean a pipe or conduit for carrying sewage.

Section 22. "Shall" is mandatory; "May" is permissive.

Section 23. "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five (5) times the average 24-hour concentration or flows during normal operation.

Section 24. "Standard Methods" shall mean the laboratory procedures set forth in the latest edition , at the time of analysis of "Standard Methods for the Examination of Water and Wastewater," as prepared, approved and published jointly by the "American Public Health Association" and the American Water Works Association" and the Water Pollution Control Federation".

Section 25. "Storm Sewer" shall mean a sewer which carries storm and surface waters and drainage, but excludes wastewater and polluted industrial wastes.

Section 26. "Superintendent" shall mean the Director of the Wastewater Works of the City of Moriarty, New Mexico or his authorized deputy, agent or representative.

Section 27. "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

Section 28. "Trap" is a device for retaining sand, silt, grit mineral material, petroleum solvent, grease or oil by gravity-differential separation from wastewater and of a design and capacity approved by the City of Moriarty, New Mexico.

Section 29. "Unpolluted Process Water" shall mean any water or waste containing none of the following: free of emulsified grease or oil; acid or alkali, phenols, or other substances imparting taste and odor to receiving water; toxic substances in suspension, Colloidal state or solution; and noxious or odorous gases.

Section 30. "Wastewater" shall mean the used water of a community. Such used water may be a combination of the liquid and waterborne wastes from residences, commercial buildings, industrial plants and institutions.

Section 31. "Wastewater Facilities" shall mean the structures, equipment, and processes required to collect, transport, and treat wastewater liquid and dispose of the effluent.

Section 32. "Wastewater Treatment Facilities" shall mean an arrangement of devices and structures for treating wastewater and sludge. Sometimes used synonymously with waste treatment plant, wastewater treatment plant, or sewage treatment plant.

Section 33. "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Section 34. "W.P.C.F." shall mean the Water Pollution Control Federation.

ARTICLE 2

Water Service

Section 1. Authority to Provide Service - No water from the City water system shall be turned on for service into any premises by any person but the Superintendent of Public Works or some person authorized by him to perform this service.

Section 2. Application for Service - Application to have water turned on shall be made in writing to the City Clerk pursuant to an agreement approved by the City Council, which agreement shall require the applicant to abide by and accept all of the provisions of this Ordinance as conditions governing the use of the City water supply by the applicant.

Section 3. Deposits for Service - A deposit shall be made with each such application, this sum to be retained by the City to insure payment or partial payment of all water and sewer bills. The applicable deposit for each classification of service and meter shall be set by resolution by the Governing Body of the City of Moriarty.

When service to the applicant is discontinued permanently, this deposit, less any amount still due the City for water service or other charges, shall be refunded without interest.

Section 4. Permits; Service Connection fees; Tapping Fees - No connections with a water main shall be made without permit being issued and twenty-four (24) hours notice having been given to the Superintendent of Public Works. The following service connection fees shall be charged to each applicant for each such service connection installed by the City. This fee shall pay for all labor and materials from the main line to the property line of the applicant, provided that this distance from the main line to the property line does not exceed 60'. Where the distance exceeds 60', all labor and material cost for the additional footage shall be paid by the applicant. All such connections shall be made under the supervision of the Superintendent of Public Works. The service connection fees to be charged to each applicant for each such service connection shall be set by resolution by the Governing Body of the City of Moriarty.

Tapping fees to Water Main Line for extension to subdivisions will be charged per number of lots in the subdivision according to resolution by the Governing Body of the City of Moriarty.

Section 5. Repairs to service pipes & plumbing - All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The City may in case of an emergency, repair any service pipes, and if this is done the cost of such repair work shall be repaid to the City by the owner of the premises served.

Section 6. Metering - The water supply system shall be operated on a completely metered basis. Every separate building shall have a separate connection to the water facilities of the City, and a separate meter shall be used for each such building. Building, for the purpose of this Ordinance, is defined to include residential and business structures and mobile homes. All non-commercial structures immediately surrounding a single family residential structure.

Section 7. Reading of Meters; Rates - The Superintendent of Public Works shall read or cause to be read every water meter used in the City at such times as are necessary to insure timely billing. Bills for water used shall be dated and sent out on a monthly basis. The schedule for rates to be charged for water service shall be set by resolution by the Governing Body of the City of Moriarty.

Section 8. No Free Water; Charge for Fire Hydrants - No free water or sewer service will given to any customer, including the City of Moriarty itself. There shall be an annual charge of \$100.00 per year per fire hydrant charged to the City for each hydrant in the City.

Section 9. Failure to Pay; Disconnect fee; Reconnect fee; Penalties - If payment of any charge for water or sewer service is not made within 30 days from the date bill is rendered

the water supply shall be shut off to any premises for which the water bill remains unpaid. In order to discontinue service, a written notice shall be sent to the customer giving him at least ten days notice of the termination of service. When shut off, water shall not be turned on again except upon the payment of the following arrearages, fees, penalties and deposits:

- (a) All water and/or sewer charges then due and owing.
- (b) A penalty charge of 25% of all water and/or sewer charges then due and owing.
- (c) A disconnection fee to be set by Resolution of the Governing Body of the City
- (d) A reconnection fee to be set by Resolution of the Governing Body of the City
- (e) A service charge where no actual disconnection is made, but where a trip was made by the City with the bonafide intent to turn off the water of the customer for non-payment.
- (f) A new deposit equal to the discontinued water user's two months charges for water service prior to the date of disconnection, or the amount set forth in Section 3 hereof, whichever is higher.
- (g) Any and all costs incurred by the City in sending certified letters for notification purposes to the user.

For the purposes of this ordinance, the due date of all water and sewer bills shall be the 10th day of every month following the mailing of all bills and the above referenced penalty charge of 25% shall be assessed starting ten (10) days after the due date of the bill or in other words the 20th day of the month following the mailing date of the bill.

Section 10. Bad Check Policy. A service charge will be added for any check returned to the City of Moriarty for insufficient funds. Upon receipt of a check returned for insufficient funds a notice will be sent to the customer giving the customer 10 days to pay the bill in full in cash. Bad check service charge will be established by policy statement.

Section 11. Discontinuance of Service: Hearing

- (a) The City may cause the water supply to be turned off and discontinue service to the property if any charge provided for herein remains unpaid for a period of 30 days from the "due by" date on the customer's utility statements.
- (b) In order to discontinue service, a written notice shall be sent to the customer giving him at least ten days notice of the termination of service and notice of his right to protest the city's action at a hearing before the Mayor and Council.
- (c) The customer must request in writing that a hearing be held and such request must be received by the Mayor on or before the date the services are to be terminated.
- (d) At such hearing, the customer may present evidence as may the City and the Mayor and Council may affirm, overrule or modify the decision to terminate the services. The decision of the Mayor and Council shall be final.

- (e) In the event a hearing is requested, the service shall not be terminated until and in accordance with the decision of the Mayor & Council.
- (f) The City Council shall establish rules for procedures for such hearings.

Section 12. Lien for Charges - Charges for water and sewer shall be a lien upon the premises as provided by statute. Whenever a bill for water or sewer service remains unpaid for thirty (30) days after the due date of said bill, the Clerk of the City shall file with the Clerk of Torrance County, New Mexico a notice of lien claim, which lien shall bear interest at the rate of twelve percent (12) per annum from the date of the filing of the notice of lien.

ARTICLE 3

Water Conservation Plan

Section 1. Introduction- Water conservation is an increasingly important component of community water planning. Conservation reduces water demands and the consequent need to construct facilities, use energy for pumping, and retire in order to acquire water rights. A wide array of conservation measures is available to Moriarty.

Section 2. Water Conservation Measures. The following conservation measures are hereby incorporated as the City of Moriarty's Water Conservation Plan:

- (1) Metering & Pricing of Water. It is important that all users be metered, including parks and public buildings, and that all pay a fair price for water consumed. Conservation rate structures, such as inverted rates which imposes a higher cost as usage increases will be included in the City of Moriarty's Water Conservation Plan.
- (2) Achievement of a low differential between water produced and water lost
- (3) The Use of efficient irrigation practices at the City Parks.
- (4) Require wastewater pretreatment at the carwash and truckstop bays which encourages recycling and reduced water use.
- (5) Audits and inspections of particular water customers to identify particular measures which may reduce water demand.
- (6) Wastewater Reuse.
- (7) Development Review process for all new subdivisions, etc. to achieve conservation in the development through negotiations with developer.
- (8) Public Education Programs to encourage continued water efficient practices in the future.

ARTICLE 4

Sewer Service

Section 1. Untreated Discharge Unlawful. It shall be unlawful to discharge to any natural outlet within City or in any area under the jurisdiction of said City any sewage or waste-water or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

Section 2. Unauthorized Sewage Disposal Unlawful. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

Section 3. Toilet Facilities Required. The owner of houses, buildings or properties used for human occupancy, employment, recreation, or other similar purposes, situated within the City and abutting on any street, alley, or right of way in which there is now located or may in the future be located a public sanitary sewer of the City is hereby required at his expense to install suitable toilet facilities therein. Such facilities shall be directly connected with the proper public sewer in accordance with the provisions of this ordinance, within 90 days after date of official notice to do so, provided that said public sewer is within 100 feet of the property line.

ARTICLE 5

Provisions for Private Sewage Disposal

Section 1. Private Sewage Disposal Permitted. Where a public sanitary sewer is not available under the provisions of Article 4, Section 3, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article.

Section 2. Application, Permit, Inspection Fee. Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the Superintendent. The application for such permit shall be made on a form furnished by the City which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Superintendent. A permit and inspection fee of \$10.00 shall be paid to the City at the time the application is filed.

Section 3. Inspection. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Superintendent. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 72 hours of the receipt of notice by the Superintendent.

Section 4. Design Requirements. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Environmental Improvement Agency of the State of New Mexico. No permit shall be issued for any private

sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 15,000 SF. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

Section 5. Public Sewer Availability. At such time as a public sewer becomes available within 100 feet of a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this ordinance within 90 days and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with clean soil or river bank sand or gravel. This mandatory connection requirement does not apply to the sewer extensions regulated in Article 7 of this ordinance.

Section 6. Sanitary Operation. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.

Section 7. Health Officer Requirements. No statement contained in this article shall be construed to interfere with any additional reasonable requirements that may be imposed by the appropriate Health Officer.

ARTICLE 6

Connection to City Sewer - Regulations

Section 1. Written Permit Required. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenances thereof without first obtaining a written permit from the Superintendent. Any connection to a sewer shall be by a licensed plumber, or by the City, at the Owners expense.

Section 2. Application, Connection Fee. There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Superintendent. A permit and connection fee for a residential or commercial building sewer permit shall be paid to the City at the time the application is filed. The connection fee for sewer service shall be set by Resolution by the Governing Body of the City of Moriarty

Section 3. Costs, Indemnification. All costs and expense incident to the installation and connection of the building sewer shall be borne by the Owner. The Owner shall indemnify the City against any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Section 4. Separate Building Sewers. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Section 5. Old Building Sewers. Old building sewers may be used in connection with new building only when they are found, on examination and test by the the Superintendent to meet all requirements of this ordinance.

Section 6. Design Requirements: Codes. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City and State of New Mexico.

Section 7. Gravity Flow or Lift. Whenever possible, the building sewer be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Section 8. Storm Water Separation. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

Section 9. Connections. The connection of the building sewer into the public sewer shall, as a minimum, conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight.

- (a) All sewer lines installed by the owner must be inspected by the Superintendent of Public Works before connection into City lines is made. It is the responsibility of the owner to first obtain a Connection Permit and thereafter to notify the City when the service line is ready for inspection, such notice to be given at least twenty-four (24) hours prior to the inspection. Any line backfilled without an inspection will not be accepted for service.
- (b) All pipe and fittings must be laid on undisturbed solid ground, or on a sand or clean gravel fill. Pipe shall be three in. in diameter or greater, as required by the City.
- (c) All service lines must be either soil pipe, cast iron pipe, Schedule 40 DWV Plastic Pipe or asbestos cement pipe with rubber gaskets. Bituminized fiber pipe meeting federal specifications for sewers may also be used, but only on the private property of the user. The asbestos cement pipe and the bituminized fiber pipe shall not be used in lengths in excess of ten (10) feet and bituminized fiber pipe shall not be used in trenches having a greater depth than eight (8) feet. Bituminized fiber pipe shall not be used for commercial or industrial connections, or in public rights-of-way.
- (d) The City shall install a Y in the sewer stub or service line at the property line, for cleanout or testing purposes if and when required. A cleanout will not be extended to the surface from this Y, but the Y will be recorded so that it may be dug out when needed. There shall also be cleanouts installed by the owner on his property at every ninety foot interval of line and at each bend or direction change of 30 or more, extending into the property. Additional cleanouts shall consist of a standard combination Y and one-eighth bend with a standard riser and a four-inch brass cleanout plug. Cleanouts set out on a slope must be braced with timber.

- (e) Cement or concrete mortar or lead joints will not be permitted for jointing of any pipe, nor will the City permit encasing of the pipe or fittings with concrete, and all joints must be installed with rubber gaskets.

Section 10. Safety: Barricades: Lights. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

ARTICLE 7

Regulations for Discharge to Sanitary Sewers

Section 1. Discharge To Sanitary Sewers Limited. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

Section 2. Discharge To Storm Sewers And Natural Outlets. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Superintendent. Industrial cooling water or unpolluted process waters may be discharged on approval of the Superintendent to a storm sewer or natural outlet.

Section 3. Prohibited Discharges. No person shall discharge or cause to be discharged any of the following described liquids or wastes to any public sewers:

- (a) any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- (b) any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater facility, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment works, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.
- (c) any herbicides and pesticides.
- (d) any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater facility.
- (e) solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facility such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair

and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(f) any amount of the following heavy metals:

Antimony	Chromium (tri)	Rhenium
Arsenic	Cobalt	Selenium
Barium	Copper	Silver
Beryllium	Iron	Strontium
Bismuth	Lead	Tellurium
Boron	Manganese	Tin
Cadmium	Mercury	Uranyl ion
Chromium (hexa)	Molybdenum	Zinc
	Nickel	

Dilution of toxic materials and heavy materials in lieu of removal is not acceptable.

Section 4. Discharges Subject To Regulation. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Superintendent that such wastes can harm the wastewater facility or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature and capacity of the waste water facility, degree of treatability of wastes in the wastewater treatment works and other pertinent factors. The substances which must be considered include but are not limited to the following:

- (a) any liquid or vapor having a temperature higher than one hundred fifty degrees (150F) (65 C).
- (b) any water or waste containing fats, grease, wax, or oils, whether emulsified or not, in excess of one hundred (100) milligrams per liter or containing substances which may solidify or become viscous at temperatures between 32 and 150 F (0 to 65 C).
- (c) any garbage that has not been properly shredded. The installation and operation of any garbage grinder larger than those normally manufactured and sold for residential and noncommercial use will not be installed without specific review and approval by the Superintendent.
- (d) any waters or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions cannot be discharged to the wastewater facility unless completely neutralized and approved by the Superintendent for discharge.
- (e) any waters or wastes containing reducing substances of an organic or inorganic nature, toxic or nontoxic, which exert an immediate chlorine demand shall not be discharged into the wastewater facility if discharge of such agents will prevent the achievement of an adequate chlorine residual in the effluent of the wastewater treatment works.

- (f) any waters or wastes containing phenols or other taste or odor producing substances cannot be discharged to the wastewater facility in concentrations exceeding limits established by the Superintendent. Dilution shall not be used to decrease the concentration.
- (g) any radioactive wastes or isotopes of such half life or concentrations as may exceed limits established by the Superintendent in compliance with applicable State and Federal regulations.
- (h) any waters or wastes having a pH in excess of 9.5.
- (i) materials which exert or cause:
 - (1) unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime residues) or of dissolved solids (such as but not limited to, sodium chloride and sodium sulfate).
 - (2) excessive discoloration (such as, but not limited to, animal blood, dye wastes, and vegetable tanning solutions).
 - (3) unusual chemical oxygen demand, or biochemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.
 - (4) slugs or shocks constituting an unusual volume of flow or concentration of wastes which will disturb the normal functioning of the wastewater facility.
- (j) waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment works employed, or are amenable to treatment only to such degree that the effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

Section 5. Superintendent's Discretion. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 4 of this ordinance, and which in the judgment of the Superintendent may have a deleterious effect upon the wastewater facilities or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may:

- (a) reject the wastes,
- (b) require pretreatment to an acceptable condition for discharge to the public sewers, or
- (c) require control over the quantities and rates of discharge.

If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent and the State of New Mexico and subject to the requirements of all applicable codes, ordinances, and laws.

Section 6. Testing Industrial Waste. Testing an industrial waste will be performed at least twice a year or whenever found necessary by the Superintendent. The person discharging the waste shall be liable for payment of all costs arising from the testing of the industrial waste.

Section 7. Grease, Oil And Sand Traps. Grease, oil and sand traps shall be provided when, in the opinion of the Superintendent they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such traps shall not be required for private living quarters or dwelling units. All traps shall be of a type and capacity approved by the Superintendent and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil traps shall be installed in all new filling stations, garages, restaurants and other new facilities wherein heavy discharge of grease and oil is to be expected.

Section 8. Continuity of Precautions. Where preliminary treatment of flow-equalizing facilities are provided for any industrial liquid wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense.

Section 9. Waste Meters; Manholes. When required by the Superintendent, the Owner of any property serviced by a building sewer carrying industrial liquid wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes.

Such manhole, when required, shall be accessible and safely located, constructed in such a manner as to prevent infiltration of ground and surface waters, and should be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the Owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

Section 10. Testing Waters And Wastes. All measurements tests, and analyses of the characteristics of waters and wastes shall be determined in accordance with the latest edition of "Standard Methods" and shall be determined at the control manhole. The control manhole shall be located so that sampling of the industrial waste will be performed before discharge into the public sewer system.

Section 11. Sampling And Analysis. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the wastewater treatment works and to determine the existence of hazards to life, limb, and property. (The particular analysis involved will determine whether a 24 hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, COD, BOD, and Settleable Solids analysis are obtained from 24 hour composites of all outfalls whereas pH's are determined from periodic grab samples).

ARTICLE 8

Provision for User Fees and Recovered Costs

Section 1. Equitable User Fees. The governing body of the City shall take the necessary steps to establish an equitable system of user fees. The purpose hereof is that each individual non industrial user shall pay an equitable portion of the City's cost of constructing the wastewater facilities plus a portion of the total operation and maintenance costs.

Residence and Commercial Users. For residences and commercial users, the users fee shall be set by Resolution of the Governing Body of the City of Moriarty.

- (a) In the case of a residential user, a fixed monthly charge of \$3.50 per month made for being connected to the sewer system and no wastewater is discharged. In the case of a commercial user, a fixed monthly charge of \$6.00 per month, made for being connected to the sewer system whether or not any wastewater is discharged to the system.
- (b) For residential users volume of waste discharged in thousands of gallons per month, shall be based on "Average Winter Water Usage." If actual water use measurements are not available, this value will be established by the City on the basis of expected water use for the water using facilities and/or services offered at the building being served.
- (c) For Commercial users shall mean volume of waste discharged in thousands of gallons per month, based on actual water use metered.

V= For Commercial users shall mean volume of waste discharged in thousands of gallons per month, based on actual water use metered.

Section 3. Equitable Industrial Fees & Cost Recovery. The governing body of the City of Moriarty shall take necessary steps to establish a rate schedule for sewer service that assures an equitable system of cost recovery. The purpose hereof is that the industrial users shall pay for the total costs incurred in the construction, operation and maintenance of that portion of the wastewater facilities related to industrial liquid wastes.

Section 4. Cost Recovery Basis. The cost recovery system shall satisfy the following conditions:

- (a) The appointment of costs must take into consideration the individual industrial user's contribution as related to the total plant capacity, taking into account the volume and strength of all discharges.
- (b) The costs to be considered should include, but are not limited to:
 - (1) amortization of the applicant's indebtedness for the cost of the treatment facilities (Plant and interceptors).
 - (2) recovery of that portion of the grant amount allocable to the treatment of wastes from industrial users.
 - (3) operation and maintenance of the wastewater treatment and collection facilities.
 - (4) any additional costs which are necessary to assure adequate treatment on a continuous basis.
- (c) Substantial prepayment of the capital investment or other financial commitments will be required from each industry that contributes 30 % or

more of the total volume or strength of the waste load to be treated by the wastewater treatment facilities.

Section 5. Industrial User Charges. The industrial user charges shall be computed as follows:

(a) $IC = M + R2$

Where: IC= industrial charge in dollars per month

M= charge for maintenance and operation of the wastewater treatment and collection facilities in dollars per month

R2= charge to recover the Federal Public Law 92-500 grant share of the capital expenditures to provide wastewater collection and treatment facility capacity for the industrial waste; in dollars per month

(b) M is the largest value resulting from the application of the three mathematical relationships that follow:

$$M = A + (K) (V) \left[1 + \frac{a(SS-5)}{5} + \frac{b(BOD-200)}{200} \right]$$

OR

$$M = A + (K) (V) \left[1 + \frac{a(SS-5)}{5} + \frac{b(COD-400)}{400} \right]$$

OR

$$M = A + (K) (V)$$

Where: A = fixed charge made for being connected to the sewer system in dollars per month whether or not any wastewater is discharged to the system

K = basic charge made per one thousand (1000) gallon of waste discharge in dollars per month

a = fraction of total operation and maintenance cost attributable to settleable solids removal, treatment and disposal; $a+b = 1$

b = fraction of total operation and maintenance cost attributable to BOD or COD removal, treatment and disposal; $a+b = 1$

v = volume of industrial wastewater discharged per month in thousands of gallons; this value is assumed to be equal to the amount of metered water used by the industry unless the industry has a private water supply or a considerable portion of the water used is not discharged to the sewer in which case the industry must continually measure the wastewater flow in a manner approved by the Superintendent

SS = settleable solids in ml/l

BOD = BOD in mg/l

COD = COD in mg/l

(c) R2 shall be computed by whichever of the following two mathematical relationships gives the larger value:

$$R2 = 1000 \frac{V}{Q} (FST) \frac{(TC)}{240} + (FSC) \frac{(CC)}{240}$$

or

$$R2 = (FST) \frac{(IW)}{240} + (FSC) \frac{(CC)}{240}$$

Where: R2 = and V are as previously defined

Q = flow in gallons per day for which the treatment facilities were designed

TC = total capital cost for building treatment facilities to which the industrial waste flows

CC = total capital cost of collection system improvements or capacity provided specifically for an industrial waste

FST = fractional share of TC funded by Federal Public Law 92-500 grants

FSC= fractional share of CC funded by Federal Public Law 92-500 grants

IW = the additional capital cost required to provide treatment capacity and facilities for an industrial waste above the cost of such facilities for the City's wastewater without such industrial waste

Section 6. Access To Water Utility Records. For the purpose of assessing equitable user fees, any person discharging wastes to the sanitary sewers shall permit access by the City to the utility records for that person's property.

ARTICLE 9

Extension of Main Lines

Section 1. When requests are made for extension of water and sewer mains, and where such extensions are not a part of any current city-sponsored project, the extension of such utility mains shall be accomplished only when the following are met:

- a) The utility extension must be programmed and/or compatible as a part of the City's Master Utility Plan.
- b) Satisfactory assurances are given that the anticipated services to be added by the extension will not adversely affect the utility system's capacities and abilities to serve current and future City needs.
- c) The City shall be satisfied that all lines to be installed by the petitioner(s) will be adequate to provide for fire protection, to meet City standards, and to provide adequate service for future development.

- d) The petitioner(s) shall dedicate adequate rights-of-the-way and/or easements for sewer and water main extensions where needed.
- e) The petitioner(s) for any new subdivision or at any other time where it may be deemed necessary, may be required to dedicate and transfer to the City sufficient water rights to meet the anticipated demand for water service.

Section 2. The petitioner(s) desiring utility services in a new subdivision shall pay the entire cost of the planning and construction of the utility installation, prior to such installation, or shall design and construct the extension through a procedure acceptable to the City. The City shall approve the installation layouts, valve and hydrant locations, service stations, lift stations, etc. in accordance with accepted utility practice. The petitioner(s) shall also agree to pay for any unforeseen additional expenses, i.e. bad connections, breakage, etc. upon completion of construction.

The petitioner(s) desiring utility extensions in an area not within a new subdivision shall either design and construct the utility extension through a procedure acceptable to the City or shall pay the costs involved according to the following provisions:

- a) The total construction cost of the entire extension shall be determined and this amount shall be paid by the petitioner(s) before installation may be started.
- b) The petitioners(s) shall also agree to pay for any unforeseen additional expenses, i.e. bad connections, breakage, etc. upon completion of construction.

Section 3:

- a) If there is more than one petitioner, the petitioners shall apportion among themselves the total cost of the extension based on a pro rata basis to be specified in an agreement with petitioners. The City may participate as a co-developer upon a finding by the City Council that co-development of the extension is in the City's interest.
- b) The City shall collect from each new customer along the extension a charge which shall be refunded to the original petitioner(s). The petitioner(s) and the City shall enter into an agreement in reference to extension which incorporates this charge and refund arrangement. Apportionment may be based on an apportionate method which shall be specified in the agreement with the original petitioner(s). Said agreement shall be properly finalized before installation of the extension is started.
- c) Petitioner shall be reimbursed by the City for the utility extension cost in excess of those for which petitioner is obligated to meet to service needs of its property. Reimbursement will be made by the City from City funds or by collecting from each new customer a standby charge or extension charge as properties connect to the system. New customers shall pay their pro-rata share of total costs based on an equitable method of determining benefit which shall be specified in an agreement with petitioner. Reimbursement will be paid to petitioner as new customers connect and pay extensions.

Section 3. At the time an extension of water and sewer services becomes available as provided by Article 5, properties that are within 100 feet of such extension and served by a private sewage system may connect to the

extension. For each petition for extension that is filed, the Governing Body of the City of Moriarty may determine whether connection to such extension shall be voluntary or mandatory.

Section 4. The fees set forth in Article 9 shall be in addition to the standard water and sewer connection fees as set forth in Article 6 §2.

ARTICLE 10

Miscellaneous

Section 1. Billing -The City shall bill any owner of such connected property for the payment of such rates, tolls and charges specified herein; provided, that the City shall bill a lessee or lessees obligated to pay such rates and charges upon written notice delivered to the Clerk of the City and executed by both the owner or owners and the lessee or lessees of the connected property. The rates and charges shall be due and payable by the owner regardless of the person or persons billed therefor or so designated to be billed therefor.

Section 2. Revisions; Modifications -Nothing in this ordinance contained shall be so construed in such a manner as to prevent the revision, modification, increase or decrease, by the Council, from time to time, of the rates, tolls and charges herein fixed, prescribed, established and levied, subject to any limitation in any covenant City for the protection of any holder of any bond, security or other obligation payable from any revenues of the joint system or any part thereof.

Section 3. Collection - The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to collect the rates, tolls and charges hereinabove prescribed and otherwise to effectuate the provisions of this Ordinance.

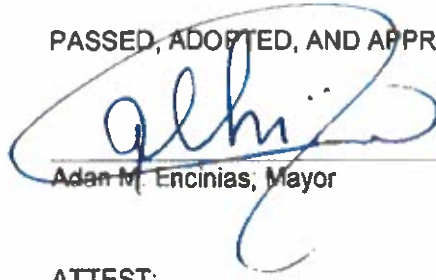
Section 4. Liberal Construction - That this Ordinance, being necessary to secure the public health, safety, convenience and welfare, shall be liberally construed to effect its purpose.

Section 5. Repeal of Prior Ordinances - That all orders, by-laws, resolutions and ordinances, or parts thereof, in conflict with this Ordinance, are hereby repealed. This repealer shall not be construed to revive any order, by-law, resolution, or ordinance, or part thereof, heretofore repealed.

Section 6. Survival Clause - That if any section, paragraph, clause or provision of this Ordinance shall for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. Necessity Clause - That an immediate danger exists and this Ordinance is necessary for the preservation of the public health, peace, safety and welfare of the inhabitants of the City of Moriarty, Torrance County, New Mexico; and that by reason of the fact that substantial revenues are needed forthwith to pay the City's joint water and sewer system revenue bonds, this Ordinance is hereby declared to be an emergency measure on the ground of urgent public need, and, therefore, immediately upon its adoption by the City Council, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose, authenticated by the signatures of the Mayor, and City Clerk, and said Ordinance shall be in full force immediately thereafter.

PASSED, ADOPTED, AND APPROVED this 23rd day of June, 2009

A handwritten signature in blue ink, appearing to read 'Adan M. Encinias', is written over a horizontal line.

Adan M. Encinias, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read 'Linda Fischer', is written over a horizontal line.

Linda Fischer, City Clerk

current ratio

Water Rates 2025-2026												
Water Residential/ Commercial				Deposit Fee			Water SVC Connection Fee					
Base Rate	\$13.37	(4)	3/4"	\$262.00	3/4"	\$1,592.00						
4,001-16,000	\$3.51 Each 1,000	(12)	1"	\$344.00	1"	\$2,083.00						
16,001-30,000	\$3.74 Each 1,000	(14)	1 1/4"	\$404.00	1 1/2"	\$4,426.00						
Above-30,000	\$3.91 Each 1,000		1 1/2"	\$465.00	2"	\$5,384.58						
			2"	\$646.00	3"	\$7,534.00						
Sewer Residential			3"	\$874.00	4"	\$15,062.00						
Base Rate	\$23.42		4"	\$913.00	6"	\$56,399.00						
4,001-8,000	\$3.20 Each 1,000											
8,001-16,000	\$3.32 Each 1,000											
Above 16,000	\$3.54 Each 1,000		Sewer Service Connection			\$477.00						
Sewer Commercial				Bulk Water	\$21.23	Effluent Water	\$19.14					
Base Rate	\$26.84											
4,001-8,000	\$3.20 Each 1,000											
8,001-16,000	\$3.32 Each 1,000											
Above 16,000	\$3.54 Each 1,000											
Trash Rates												
Stand By Charges				Residential	1st Cart	2nd Cart						
Commercial	\$9.56			Commercial	\$18.78	\$37.56						
Residential	\$5.96			2yd Container	\$22.36	\$44.72						
				4yd Container	\$43.45	\$86.90						
				6yd Container	\$83.20	\$166.40						
					\$125.12	\$250.24						
Service Charges				8yd Container	\$170.19	\$340.38						
				Lock Attachment	\$71.88							
Disconnect/Reconnect		\$43.00		Lock Fee	\$16.76							
				Gate Fee	\$25.12							
SVC Charge	\$27.00			Replacement	\$89.70							
SVC Charge OT	\$51.00						3.00 per GPD					

EXHIBIT 1

WATER CONNECTION FEES (2.5%)

SERVICE & METER	AMOUNT OF DEPOSIT
3/4"	\$269.00
1"	\$353.00
1 1/4"	\$414.00
1 1/2"	\$477.00
2"	\$662.00
3"	\$896.00
4"	\$936.00

SERVICE & METER CLASS

CONNECTION FEE:

SERVICE & METER CLASS	SEWER CONNECTION FEES
3/4"	\$1632.00
1"	\$2135.00
1 1/2"	\$4537.00
2"	\$7722.00
3"	\$15439.00
4"	\$15815.00

RESIDENTIAL & COMMERCIAL SERVICE - WATER (5.8%)

Base Rate
First 4,000 gallons
4,001 gal. to 16,000 gal.
16,001 gal. to 30,000 gal.
Above 30,000 gal.

\$14.15
no charge
3,71 each 1,000
3,96 each 1,000
4.14 each 1,000

SEWER CHARGE - RESIDENTIAL (32%)

First 6,000 gallons
6,001 gal. to 8,000 gal.
8,001. to 16,000 gal.
Above 16,000 gal.
\$30.91 (\$5.15 per 1,000)
\$4.44 each 1,000
\$4.61 each 1,000
\$4.91 each 1,000

SEWER CHARGE - COMMERCIAL (32%)

First 6,000 gallons
6,001 gal. to 8,000 ga
8,001 gal. to 16,000 gal.
Above 16,000 gal.
\$35.43 (\$5.91 per 1,000)
\$4.44 each 1,000
\$4.61 each 1,000
\$4.91 each 1,000

Disconnect fee \$44.00
Service Charge \$28.00

Reconnect fee \$44.00
After Hour \$52.00

Stand By Charge

Residential Stand by: \$7.87 Stand by Charge Commercial \$12.62

Bulk Water (2.5%)

\$21.76 per 1,000 gallons - \$22.85 with tax

Effluent Water

\$19.62 per 1,000 gallons - \$20.60 with tax

EXHIBIT 1

WATER CONNCTION FEES (2.5%)

SERVICE & METER	AMOUNT OF DEPOSIT
3/4"	\$269.00
1"	\$353.00
1 1/4"	\$414.00
1 1/2"	\$477.00
2"	\$662.00
3"	\$896.00
4"	\$936.00

SERVICE & METER CLASS

3/4"
1"
1 1/4"
1 1/2"
2"
3"
4"

SEWER CONNECTION FEES

\$1632.00
\$2135.00
\$4537.00
\$7722.00
\$15439.00
\$15815.00
\$626.00

CONNECTION FEE:

RESIDENTIAL WATER (3%)

Base Rate 4,000 gallons \$13.77
4,001 gal. to 16,000 gal. \$3.62 each 1,000
16,001 gal. to 30,000 gal. \$3.85 each 1,000
Above 30,000 gal. \$4.03 each 1,000

SEWER CHARGE - RESIDENTIAL (31.27%)

First 4,000 gallons \$30.74 (7.69 per 1,000 Gal)
4,001 gal. to 8,000 gal. \$4.20 each 1,000
8,001. to 16,000 gal. \$4.36 each 1,000
Above 16,000 gal. \$4.65 each 1,000

SEWER CHARGE - COMMERCIAL (31.27%)

First 4,000 gallons \$35.23 (\$8.81 per 1,000 gal)
4,001 gal. to 8,000 ga \$4.20 each 1,000
8,001 gal. to 16,000 gal. \$4.36 each 1,000
Above 16,000 gal. \$4.65 each 1,000

COMMERCIAL WATER (8.624%)

Stand By Charge
Residential Stand by: \$7.87 Stand by Charge Commercial \$12.62

Bulk Water (8.624%)

\$23.06 per 1,000 gallons - \$24.21 with tax

Effluent Water

\$20.79 per 1,000 gallons - \$20.60 with tax

Disconnect fee \$44.00
Service Charge \$28.00
Reconnect fee \$44.00
After Hour \$52.00

City of Moriarty – FY 2026-2027 Water Rate Study

Input / Assumption	Amount	Units / Notes	Source
FY25-26 Actual Water Charges	\$531,509.39 \$		Billing & Usage Summary 07/01/2025–06/30/2026
FY26-27 Budgeted Water Enterprise Revenue	\$712,589.00 \$		FY26-27 Water Enterprise budget worksheet
FY26-27 Budgeted Water Enterprise Expenditures	\$601,386.21 \$		FY26-27 Water Enterprise budget worksheet
Annual Repairs Reserve	\$100,000.00 \$		City assumption provided for rate study
Residential Customers	927 customers		Rate Summary 07/01/2025–06/30/2026
Commercial Customers	229 customers		Rate Summary 07/01/2025–06/30/2026
Total Customers	1,156 customers		Rate Summary 07/01/2025–06/30/2026
Residential Quantity Billed	56,649 billing units		Rate Summary 07/01/2025–06/30/2026
Commercial Quantity Billed	75,033 billing units		Rate Summary 07/01/2025–06/30/2026
Total Quantity Billed	131,682 billing units		Rate Summary 07/01/2025–06/30/2026
Water Fund Unrestricted Cash	\$1,306,478.00 \$		FY2025 audit allocation worksheet – Water 60%
Water Fund Restricted Cash	\$236,978.00 \$		FY2025 audit allocation worksheet – Water 60%
Water Fund Investments	\$51,193.00 \$		FY2025 audit allocation worksheet – Water 60%
Water Fund Receivables	\$49,129.00 \$		FY2025 audit allocation worksheet – Water 60%
Water Fund Total Current Assets	\$1,643,777.00 \$		FY2025 audit allocation worksheet – Water 60%
Water Fund Current Liabilities	\$255,298.00 \$		FY2025 audit allocation worksheet – Water 60%
DFA Bulk Water	\$104,030.00 \$		FY26-27 Water Enterprise budget
Utility Connection Fees	\$5,000.00 \$		FY26-27 Water Enterprise budget
Reconnect Fees			
Utilities Service/Contract Revenue	\$1,000.00 \$		FY26-27 Water Enterprise budget
Utilities Other Fees	- \$		FY26-27 budget line of \$39,562 excluded from study
Miscellaneous Revenue			Sum of recurring non-rate revenue used in study
Total Other Recurring Revenue	\$139,030.00 \$		

Note: FY2025 audited Water & Sewer balances were combined; the City's allocation worksheet assigns 60% to Water Fund 501 and 40% to Sewer

City of Moriarty – Water Rate Study Summary

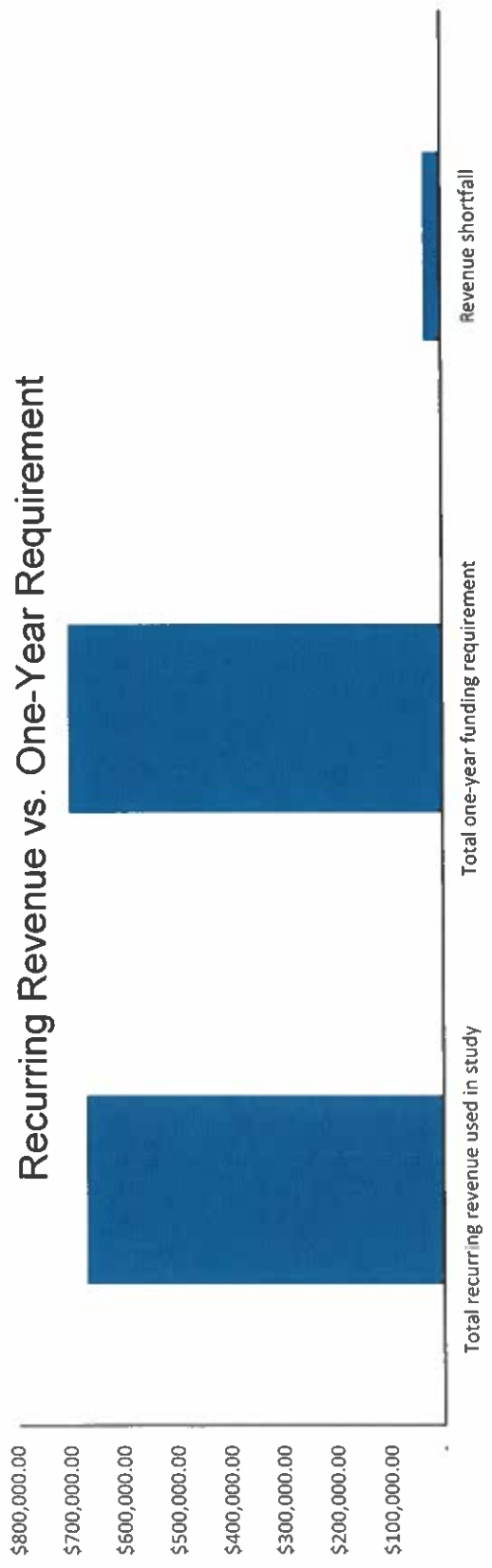
Fiscal Year 2026-2027 | One-Year Analysis

Key Metric	Amount	System Indicator	Amount
FY25-26 actual customer water charges	\$531,509.39	Residential customers	927
DFA bulk water	\$104,030.00	Commercial customers	229
Utility connection fees	\$1,000.00	Total customers	1,156
Reconnect fees	\$5,000.00	Water unrestricted cash	\$1,306,478.00
Utilities service/contract revenue	\$28,000.00	Water restricted cash	\$236,978.00
Utilities other fees	\$1,000.00	Water current liabilities	\$255,298.00
Miscellaneous revenue included	-		
Total recurring revenue used in study	\$670,539.39		
Total one-year funding requirement	\$701,386.21		
Revenue shortfall			

Required increase on customer water charges

Base Rate	\$13.37	\$14.15
4,001–16,000	\$3.51	\$3.71
16,001–30,000	\$3.74	\$3.96

Recurring Revenue vs. One-Year Requirement



FY25-26 Actual Water Billing Detail

Class	Customers	Base / Minimum	Excess Usage	Adjustments	Total Amount
Residential	927	\$122,659.70	\$170,020.00	(\$26,123.13)	\$266,556.57
Commercial	229	\$30,253.01	\$235,033.80	(\$333.99)	\$264,952.82
Total	1,156	\$152,912.71	\$405,053.80	(\$26,457.12)	\$531,509.39

Billing Summary	Amount	Comment
Billing & Usage Summary total charges	\$531,509.39	Includes residential, commercial and school classification Residential + commercial rate-
Rate Summary total Difference	\$531,509.39	number summary - Reconciles

Current Water Rates 2025-2026

Customer Class	Rate Component	Current Rate	Basis
Residential / Commercial	Base Rate	\$13.37 Monthly	
Residential / Commercial	4,001-16,000	\$3.51 Each 1,000 gallons	
Residential / Commercial	16,001-30,000	\$3.74 Each 1,000 gallons	
Residential / Commercial	Above 30,000	\$3.91 Each 1,000 gallons	

Reference: source rate sheet also lists other service/deposit/connection charges; this study focuses on recurring

FY 2026-2027 One-Year Water Rate Requirement

Actual-Revenue-Based Requirement		
Item	Amount	Treatment
Budgeted expenditures	\$601,386.21	FY26-27 Water Enterprise expenditure budget
Repairs reserve	\$100,000.00	Annual repairs reserve target
Total required funding	\$701,386.21	Operating/debt costs plus reserve
FY25-26 actual customer water charges	\$531,509.39	Actual recurring customer billing baseline
DFA bulk water	\$104,030.00	Recurring non-rate revenue
Utility connection fees	\$1,000.00	Recurring non-rate revenue
Reconnect fees	\$5,000.00	Recurring non-rate revenue
Utilities service/contract revenue	\$28,000.00	Recurring non-rate revenue
Utilities other fees	\$1,000.00	Recurring non-rate revenue
Miscellaneous revenue	.	\$39,562 excluded
Total recurring revenue used in study	\$670,539.39	Customer charges plus recurring non-rate revenue
Projected surplus / (shortfall)		

Required increase on customer water charges

Projected customer charges after increase

Using FY25-26 actual customer water charges of \$531,509.39 plus the recurring non-rate revenues shown above, and excluding the \$39,562 miscellaneous revenue line, total recurring revenue is \$670,539.39. Compared with the \$701,386.21 one-year funding requirement, the remaining shortfall is \$30,846.82. Recovering that shortfall through ordinary customer water rates requires an increase of approximately 5.80%.

Recommended FY 2026-2027 Water Rates

Calculated Revenue Shortfall \$30,846.82
 Required Rate Increase 5.80%
 Rate Method Uniform percentage increase applied to recurring water rates

Recommended Residential / Commercial Rate Schedule

Rate Component	Current Rate	Calculated Rate	Recommended Rate	\$ Increase	% Increase
Base Rate	\$13.37	\$14.15	\$14.15	\$0.78	5.83%
4,001–16,000 gallons	\$3.51	\$3.71	\$3.71	\$0.20	5.70%
16,001–30,000 gallons	\$3.74	\$3.96	\$3.96	\$0.22	5.88%
Above 30,000 gallons	\$3.91	\$4.14	\$4.14	\$0.23	5.88%

Recommended Rates After 5.80% Revenue Adjustment

Rate Component	Current	Recommended
Base Rate	\$13.37	\$14.15
4,001–16,000 gallons	\$3.51	\$3.71
16,001–30,000 gallons	\$3.74	\$3.96
Above 30,000 gallons	\$3.91	\$4.14

These recommended rates apply the calculated 5.80% revenue increase uniformly to the existing base and usage rates. Because utility rates are billed in cents, each calculated rate is rounded to the nearest cent. The rounded schedule is therefore an approximation of the exact 5.8036% revenue adjustment and should be checked against actual billed usage before ordinance adoption.

Alternative Rate Structure – Lower Residential / Higher Commercial

Revenue Allocation	Amount	Calculation	Commercial Calculation	Amount	Calculation
Total additional revenue required	\$30,846.82	From one-year rate study	FY25-26 commercial c	\$264,952.82	Actual
FY25-26 residential charges	\$266,556.57	Actual	Required commercial	8.624%	Remaining requirement + commercial charges
Residential increase	3.000%	Policy target	Additional commercial	\$22,850.12	Commercial charges x required increase
Additional residential revenue	\$7,996.70	Actual charges x 3%	Total additional revenue	\$30,846.82	Residential + commercial
Remaining commercial revenue requ	\$22,850.12	Total shortfall less residential contribution			

Proposed FY 2026-2027 Split Rate Schedule

Rate Component	Current Rate	Residential %	Residential Rate	Commercial %	Commercial Rate	Residential \$ Change	Commercial \$ Change
Base Rate	\$13.37	3.000%	\$13.77	8.624%	\$14.52	\$0.40	\$1.15
4,001–16,000 gallons	\$3.51	3.000%	\$3.62	8.624%	\$3.81	\$0.11	\$0.30
16,001–30,000 gallons	\$3.74	3.000%	\$3.85	8.624%	\$4.06	\$0.11	\$0.32
Above 30,000 gallons	\$3.91	3.000%	\$4.03	8.624%	\$4.25	\$0.12	\$0.34

Revenue Test

Class	Actual FY25-26 Charges	Applied Increase	Projected Revenue
Residential	\$266,556.57	3.000%	\$274,553.27
Commercial	\$264,952.82	8.624%	\$287,802.94
Total customer charges	\$531,509.39		\$562,356.21
Increase generated			\$30,846.82
Required increase			\$30,846.82
Difference			-

Recommended policy option: hold the residential class to a 3.00% increase and assign the remaining revenue requirement to the commercial class. Using FY25-26 class billing totals, the exact commercial revenue increase is calculated automatically. The displayed monthly/ter rates are rounded to cents, so actual collections can vary slightly from the class total projection depending on customer usage patterns.

CITY OF MORIARTY

FY 2026-2027 WATER RATE STUDY

Explanation of Alternative Rate Structure

The City's water rate study identifies a projected annual revenue shortfall of \$30,846.82, requiring an approximately 5.80% increase in total customer water-charge revenue.

Rate option	Explanation
Option 1 – Uniform increase	Applies approximately 5.80% to both residential and commercial water rates.
Option 2 – Alternative structure	Applies different percentage increases to residential and commercial rates, with a higher adjustment for commercial customers.

Why the percentages do not add together

Under the alternative structure, the residential and commercial percentage increases total 11.624% when added arithmetically. That sum is not the City's overall revenue increase because the percentages apply to different customer classes, each contributing a different share of water-charge revenue.

The systemwide percentage increase is based on the combined additional dollars collected from both customer classes divided by existing total customer water-charge revenue—not on the sum of the two rate percentages.

Conclusion for Mayor and City Council

Based on the City's completed revenue calculations, both options are projected to generate approximately \$30,846.82 in additional annual water-charge revenue, equivalent to an overall increase of approximately 5.80%. The distinction is how that increase is allocated between residential and commercial customers. The alternative structure assigns a greater share of the adjustment to commercial customers while maintaining the same overall revenue objective.

Note: Individual customer bills will vary based on applicable base charges and water usage.

Account Number	Account Title	2026-27 Budget	2026-27 Budget Adjustments Q1	2026-27 Budget Adjustments Q2	2026-27 Budget Adjustments Q3	2026-27 Budget Adjustments Q4	2026-27 Current year Calculated	2026-27 Actual	2026-27 Current year Remaining Budget
WATER ENTERPRISE									
Department: 0001									
501-0001-44220	DFA BULK WATER	104,030.00	00	00	00	00	104,030.00	00	104,030.00
501-0001-44230	UTILITIES-SERVICES/SAL	533,997.00	00	00	00	00	533,997.00	129,967.82	404,029.18
501-0001-44231	BULK WATER SALES	00	00	00	00	00	00	17,218.63	17,218.63
501-0001-44240	UTILITY CONNECTION FE	1,000.00	00	00	00	00	1,000.00	00	1,000.00
501-0001-44250	UTILITIES SVC-RECONNE	5,000.00	00	00	00	00	5,000.00	2,838.00	2,162.00
501-0001-44251	UTILITIES SVC/CONTRAC	00	00	00	00	00	00	11,646.00	11,646.00
501-0001-44280	UTILITIES SVC/CONTRAC	28,000.00	00	00	00	00	28,000.00	00	28,000.00
501-0001-44990	UTILITIES OTHER FEES	1,000.00	00	00	00	00	1,000.00	52.00	948.00
501-0001-44995	UTILITIES PENALTIES	00	00	00	00	00	00	3,741.12	3,741.12
501-0001-46900	MISCELLANEOUS REVEN	39,562.00	00	00	00	00	39,562.00	00	39,562.00
Total Department 0001		712,589.00	00	00	00	00	712,589.00	165,463.57	547,125.43
Department: 2002									
501-2002-54060	MAINTENANCE SUPPLIES	00	00	00	00	00	00	525.00	525.00
Total Department 2002		00	00	00	00	00	00	525.00	525.00
GENERAL ADMINISTRATION									
501-6003-51020	SALARY & WAGES	176,096.00	00	00	00	00	176,096.00	39,293.04	136,802.96
501-6003-51060	SALARY&WAGES OVERTI	2,523.00	00	00	00	00	2,523.00	1,353.51	1,169.49
501-6003-52010	EMPLOYER'S FICA-REGU	10,918.00	00	00	00	00	10,918.00	2,473.26	8,444.74
501-6003-52011	EMPLOYERS FICA MEDIC	2,554.00	00	00	00	00	2,554.00	578.45	1,975.55
501-6003-52020	RETIREMENT CONTRIBUT	25,689.00	00	00	00	00	25,689.00	5,457.55	20,231.45
501-6003-52021	RETIREE HEALTH CONTRI	3,523.00	00	00	00	00	3,523.00	785.84	2,737.16
501-6003-52030	INSURANCE-HEALTH CAR	59,430.00	00	00	00	00	59,430.00	1,899.11	57,530.89
501-6003-52110	WORKERS' COMP (ASSES	60.00	00	00	00	00	60.00	6.38	53.62
501-6003-53030	TRAVEL/PER DIEM	1,000.00	00	00	00	00	1,000.00	00	1,000.00
501-6003-53050	TRANSPORTATION EXP	9,000.00	00	00	00	00	9,000.00	1,145.66	7,854.34
501-6003-54010	Maintenance & Repairs - Bu	5,000.00	00	00	00	00	5,000.00	00	5,000.00
501-6003-54050	REP/MAINT. EQUIPMENT	40,000.00	00	00	00	00	40,000.00	67,334.69	27,334.69
501-6003-55030	DPC CONTRACT	10,000.00	00	00	00	00	10,000.00	00	10,000.00
501-6003-55999	SANGRE. FLOW. CONT. S	10,000.00	00	00	00	00	10,000.00	5,676.20	4,323.80
501-6003-56010	SOFTWARE	20,000.00	00	00	00	00	20,000.00	26,300.77	6,300.77
501-6003-56030	FIELD SUPPLIES	50,000.00	00	00	00	00	50,000.00	8,118.57	41,881.43
501-6003-56110	UNIFORMS/LINENS	2,000.00	00	00	00	00	2,000.00	461.40	1,538.60

Period 07/26 (07/31/2026) - 06/27 (06/30/2027)

Oct 06, 2026 11:34AM

Account Number	Account Title	2026-27 Budget	2026-27 Budget Adjustments Q1	2026-27 Budget Adjustments Q2	2026-27 Budget Adjustments Q3	2026-27 Budget Adjustments Q4	2026-27 Current year Calculated	2026-27 Actual	2026-27 Current year Remaining Budget
501-6003-56999	OTHER SUPPLIES	1,500.00	.00	.00	.00	.00	1,500.00	1,003.77	496.23
501-6003-57050	EMPLOYEE TRAINING	1,500.00	.00	.00	.00	.00	1,500.00	.00	1,500.00
501-6003-57080	POSTAGE	16,000.00	.00	.00	.00	.00	16,000.00	938.07	15,061.93
501-6003-57160	TELEPHONE	5,700.00	.00	.00	.00	.00	5,700.00	1,666.90	4,033.10
501-6003-57170	UTILITIES-ELECTRIC	50,000.00	.00	.00	.00	.00	50,000.00	13,888.63	36,111.37
501-6003-57171	UTILITIES-NATURAL GAS	6,800.00	.00	.00	.00	.00	6,800.00	442.17	6,357.83
501-6003-57173	UTILITIES	8,500.00	.00	.00	.00	.00	8,500.00	1,411.30	7,088.70
501-6003-57999	INSURANCE	5,000.00	.00	.00	.00	.00	5,000.00	1,257.11	3,742.89
501-6003-59010	PRINCIPAL PAYMENTS	63,000.07	.00	.00	.00	.00	63,000.07	52,257.66	10,742.41
501-6003-59020	INTEREST PAYMENTS	15,593.14	.00	.00	.00	.00	15,593.14	.00	15,593.14
Total GENERAL ADMINISTRATION		601,386.21	.00	.00	.00	.00	601,386.21	233,750.04	367,636.17
WATER ENTERPRISE Revenue Total		712,589.00	.00	.00	.00	.00	712,589.00	165,463.57	547,125.43
WATER ENTERPRISE Expenditure Total		601,386.21	.00	.00	.00	.00	601,386.21	234,275.04	367,111.17
Total WATER ENTERPRISE		111,202.79	.00	.00	.00	.00	111,202.79	68,811.47	68,811.47

	Water & Sewer 501 & 503	Water - 60% 501	Sewer - 40% 503	Solid Waste 502
BALANCE SHEET				
Current Assets				
Cash and Cash Equivalents	2,177,463	1,306,478	870,985	400,886
Restricted Cash	394,963	236,978	157,985	-
Investments	85,321	51,193	34,128	-
Accounts Receivable (net)	81,882	49,129	32,753	66,552
Due from other Governments	-	-	-	-
Due from other Funds	-	-	-	-
Lease Receivable	-	-	-	-
Total Current Assets	2,799,629	1,643,777	1,095,852	467,438
Noncurrent Assets				
Lease Receivable	-	-	-	-
Capital Assets	16,698,773	10,019,264	6,679,509	3,357
Less: accumulated depreciation	(8,228,603)	(4,937,162)	(3,291,441)	(2,557)
Total Non-current Assets	8,470,170	5,082,102	3,388,068	800
Deferred Outflow of Resources				
Deferred outflows - Pension	73,431	44,059	29,372	-
Deferred outflows - OPEB	11,572	6,943	4,629	-
Total deferred outflows of resources	85,003	51,002	34,001	-
TOTAL ASSETS and DEFERRED OUTFLOWS	11,294,802	6,776,881	4,517,921	468,238
Current Liabilities				
Accounts payable	28,347	17,008	11,339	45,456
Accrued salaries and benefits	23,953	14,372	9,581	-
Accrued interest	16,451	9,871	6,580	-
Due to other funds	-	-	-	-
Current portion of loans payable	228,991	137,395	91,596	42,376
103,149	61,889	41,260	-	-
Compensated absences	24,605	14,763	9,842	-
Total Current Liabilities	425,496	255,298	170,198	87,832
Noncurrent liabilities				
Loans Payable	2,286,428	1,371,857	914,571	-
Compensated absences	9,464	5,678	3,786	-
customer deposits	228,526	137,116	91,410	-
Net pension Liability	256,560	153,936	102,624	-
Total OPEB liability	20,921	12,553	8,368	-
Total noncurrent Liabilities	2,801,899	1,681,139	1,120,768	-
Total Liabilities	3,227,395	1,936,437	1,290,958	87,832
Deferred inflow of Resources				
Deferred inflows - leases	-	-	-	-
Deferred inflows - pension	13,172	7,903	5,269	-
Deferred inflows - OPEB	20,997	12,598	8,399	-
Total deferred inflows of resources	34,169	20,501	13,668	-
Net Position				
Net investment in capital assets	6,080,593	3,648,356	2,432,237	800
Unrestricted	1,952,645	1,171,587	781,058	379,606
Total net position	8,033,238	4,819,943	3,213,295	380,406

STATE OF NEW MEXICO
CITY OF MORIARTY
Statement of Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Water & Sewer 501 & 503	Water - 60% 501	Sewer - 40% 503	Solid Waste 502
ASSETS				
Current assets				
Cash and cash equivalents	\$ 2,177,463			400,886
Restricted cash	394,963			-
Investments	-			-
Accounts receivable, net	85,321			-
Due from other governments	-			-
Due from other funds	81,882			66,552
Lease receivable	-			-
Total current assets	2,799,629			467,438
Noncurrent assets				
Lease receivable	-			-
Capital assets	16,698,773			3,357
Less: accumulated depreciation	(8,228,603)			(2,557)
Total noncurrent assets	8,470,170			800
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows - pension	73,431			-
Deferred outflows - OPEB	11,572			-
Total deferred outflows of resources	85,003			-
Total assets and deferred outflows of resources	\$ 11,294,802			\$ 468,238

STATE OF NEW MEXICO
CITY OF MORIARTY
Statement of Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Water & Sewer 501 & 503	Water - 60% 501	Sewer - 40% 503	Solid Waste 502
LIABILITIES				
Current liabilities				
Accounts payable	\$ 28,347			45,456
Accrued salaries and benefits	23,953			-
Accrued interest	16,451			-
Due to other funds	-			-
Current portion of loans payable	228,991			42,376
103,149	61,889			-
Compensated absences	24,605			-
Total current liabilities	425,496			87,832
Noncurrent liabilities				
Loans payable	2,286,428			-
Compensated absences	9,464			-
Customer deposits	228,526			-
Net pension liability	256,560			-
Total OPEB liability	20,921			-
Total noncurrent liabilities	2,801,899			-
Total liabilities	3,227,395			87,832
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows - leases	-			-
Deferred inflows - pension	13,172			-
Deferred inflows - OPEB	20,997			-
Total deferred inflows of resources	34,169			-
NET POSITION				
Net investment in capital assets	6,080,593			800
Unrestricted	1,952,645			379,606
Total liabilities, deferred outflows of resources, and net position	\$ 11,294,802			\$ 468,238

TOTAL LIABILITIES, DEFERRED INFLOW and NET POSITION

11,294,802	6,776,881	4,517,921	468,238
------------	-----------	-----------	---------

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Operating Revenues

Charges for services

1,167,483	700,490	466,993	540,218
-----------	---------	---------	---------

Total operating revenues

1,167,483	700,490	466,993	540,218
-----------	---------	---------	---------

Operating Expenses

Depreciation and amortization

446,449	267,869	178,580	-
---------	---------	---------	---

Personnel services

212,886	127,732	85,154	-
---------	---------	--------	---

Contractual services

36,011	21,607	14,404	523,590
--------	--------	--------	---------

Supplies

77,127	46,276	30,851	9,500
--------	--------	--------	-------

Maintenance and materials

39,981	23,989	15,992	-
--------	--------	--------	---

Utilities

206,144	123,686	82,458	-
---------	---------	--------	---

Miscellaneous

58,763	35,258	23,505	-
--------	--------	--------	---

Total operating expenses

1,077,361	646,417	430,944	533,090
-----------	---------	---------	---------

Operating income (loss)

90,122	54,073	36,049	7,128
--------	--------	--------	-------

Non Operating Revenues (Expenses)

Interest Income

3,180	1,908	1,272	-
-------	-------	-------	---

Interest Expense

(76,946)	(46,168)	(30,778)	-
----------	----------	----------	---

Miscellaneous Revenue

12,110	7,266	4,844	6,604
--------	-------	-------	-------

Total non operating revenues (expenses)

(61,656)	(36,994)	(24,662)	6,604
----------	----------	----------	-------

Income (loss) before contributions and transfers

28,466	17,080	11,386	13,732
--------	--------	--------	--------

Transfers in

59,479	35,687	23,792	-
--------	--------	--------	---

Transfers out

(59,479)	(35,687)	(23,792)	-
----------	----------	----------	---

Federal capital grants

-	-	-	-
---	---	---	---

State capital grants

51,663	30,998	20,665	-
--------	--------	--------	---

Total contributions and transfers

51,663	30,998	20,665	-
--------	--------	--------	---

CHANGE IN NET POSITION

80,129	48,077	32,052	13,732
--------	--------	--------	--------

NET POSITION - BEGINNING

7,978,216	4,786,930	3,191,286	366,674
-----------	-----------	-----------	---------

Restatement

(25,107)	(15,064)	(10,043)	-
----------	----------	----------	---

NET POSITION - BEGINNING as Restated

7,953,109	4,771,865	3,181,244	366,674
-----------	-----------	-----------	---------

NET POSITION - END OF YEAR

8,033,238	4,819,943	3,213,296	380,406
-----------	-----------	-----------	---------

STATEMENT OF CASH FLOW

Cash flows from Operating Activities

Receipts from customers

1,752,598	1,051,559	701,039	538,295
-----------	-----------	---------	---------

Payments to employees

(175,108)	(105,065)	(70,043)	-
-----------	-----------	----------	---

Payments to suppliers

(777,153)	(466,292)	(310,861)	(481,712)
-----------	-----------	-----------	-----------

Net cash provided (used) by operating activities

800,337	480,202	320,135	56,583
---------	---------	---------	--------

Cash flows from noncapital financing activities

Transfers in from other funds

59,479	35,687	23,792	-
--------	--------	--------	---

Transfers out to other funds

(59,479)	(35,687)	(23,792)	-
----------	----------	----------	---

Miscellaneous revenue

12,110	7,266	4,844	6,604
--------	-------	-------	-------

STATE OF NEW MEXICO
City of Moriarty
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

STATE OF NEW MEXICO
City of Moriarty
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

	Operating income (loss)	Operating income (loss)	Operating income (loss)
	90,122	54,073	36,049

Net cash provided (used) by noncapital financing activities				Net cash provided (used) by capital & related financing activities			
Net cash provided (used) by noncapital financing activities				12,110	7,266	4,844	6,604
Cash flows from capital & related financing activities							
Acquisition and construction of capital assets				(123,022)	(73,813)	(49,209)	-
Principal paid on long-term debt				(186,377)	(111,826)	(74,551)	-
Interest paid on long-term debt				(76,946)	(46,168)	(30,778)	-
State and federal capital grants				51,663	30,998	20,665	-
Net cash provided (used) by capital & related financing activities				(334,682)	(200,809)	(133,873)	-
Cash flows from investing activities							
Interest received				3,180	1,908	1,272	-
Purchase of investments				7,190	4,314	2,876	-
Net cash provided by investing activities				10,370	6,222	4,148	-
Net (decrease) increase in cash and cash equivalents				488,135	292,881	195,254	63,187
Cash and cash equivalents, beginning				2,084,291	1,250,575	833,716	337,699
Cash and cash equivalents, ending				2,572,426	1,543,456	1,028,970	400,886

Net cash provided (used) by noncapital financing activities				Net cash provided (used) by capital & related financing activities			
Net cash provided (used) by noncapital financing activities				12,110	7,266	4,844	6,604
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES							
Acquisition and construction of capital assets				(123,022)	(73,813)	(49,209)	-
Principal paid on long-term debt				(186,377)	(111,826)	(74,551)	-
Interest paid on long-term debt				(76,946)	(46,168)	(30,778)	-
State and federal capital grants				51,663	30,998	20,665	-
Net cash provided (used) by capital & related financing activities				(334,682)	(200,809)	(133,873)	-
CASH FLOWS FROM INVESTING ACTIVITIES							
Interest received				3,180	1,908	1,272	-
Purchase of investments				7,190	4,314	2,876	-
Net cash provided by investing activities				10,370	6,222	4,148	-
Net (decrease) increase in cash and cash equivalents				488,135	292,881	195,254	63,187
Cash and cash equivalents, beginning				2,084,291	1,250,575	833,716	337,699
Cash and cash equivalents, ending				2,572,426	1,543,456	1,028,970	400,886

Net cash provided (used) by noncapital financing activities				12,110	7,266	4,844	6,604
Net cash provided (used) by capital & related financing activities				(334,682)	(200,809)	(133,873)	-
Net (decrease) increase in cash and cash equivalents				488,135	292,881	195,254	63,187
Cash and cash equivalents, beginning				2,084,291	1,250,575	833,716	337,699
Cash and cash equivalents, ending				2,572,426	1,543,456	1,028,970	400,886

Report Criteria

Selected services: WATER

Description	COMMERCIA	None	RESIDENTIA	SCHOOL	Totals
WATER Usage	53,183	0	62,242	16,257	131,682
Totals					
Description	COMMERCIA	None	RESIDENTIA	SCHOOL	Totals
WATER Amount	218,241.39	-	249,635.32	63,632.68	531,509.39
Totals					
Total Charges	218,241.39	-	249,635.32	63,632.68	531,509.39
Previous Balance	6,310.28	-	7,859.95	4,127.17	18,297.40
Payments	219,920.11	-	250,310.57	65,925.92	536,156.60
Contract Adjustments	-	-	-	-	-
Assistance Applied	-	-	-	-	-
Deposits Applied	49,191	-	409,491	-	458,682
Interest Applied	-	-	-	-	-
Balance Transfers	-	-	50.00	50.00	-
Balance Write-offs	-	-	-	-	-
Reallocations	-	-	-	-	-
Total Charges	218,241.39	-	249,635.32	63,632.68	531,509.39
Current Balance	4,582.37	-	6,825.21	1,783.93	13,191.51

Report Dates: 07/01/2025 - 06/30/2026

Oct 05, 2026 4:10PM

Report Criteria									
Selected services: WATER									
Rate Number	Rate Description	Service	Number of Customers	Number of Units	Base/Minimum	Excess Amount	Adjustments	Total Amount	Quantity Billed
101	WATER - RESIDENTIAL	WA	927	929 0000	122.659 70	170,020.00	26,123.13-	266,556.57	56,649.0000
102	WATER - COMMERCIAL	WA	229	229 0000	30.253 01	235,033.80	333.99-	264,952.82	75,033.0000
Grand Totals:			1,156	1,158.0000	152,912.71	405,053.80	26,457.12-	531,509.39	131,682.0000

Report Criteria:

Selected services: WATER

Usage from Quantity

Rates without levels suppressed

Level	From	To	Quantity	Consumption Per Level	Rate	Calculated Amount	Customers Within This Level	Customers Ending Within This Level	Total Customers Usage	Active Customers Using Rate
-------	------	----	----------	-----------------------------	------	----------------------	--------------------------------------	---	-----------------------------	--------------------------------------

Rate: 101 (WATER - RESIDENTIAL)

1	-20,307	0	-20,307	-33.073	0.00000000	.00	2	2	926	843
2	1	4	4	2.659	3.35000000	8,907.65	675	25		
3	5	16	12	7.330	3.51000000	25,728.30	650	88		
4	17	30	14	7.138	3.74000000	26,696.12	562	111		
5	31	999,999,999	999,999,999	53.195	3.91000000	207,992.45	451	451		
Total Rate: 101 (WATER - RESIDENTIAL)										
				37,249						
				53.195	3.91000000	207,992.45	451	451		

Rate: 102 (WATER - COMMERCIAL)

1	-82	0	-82	0	0.00000000	.00	1	1	229	201
2	1	4	4	567	3.35000000	1,899.45	155	30		
3	5	16	12	1,309	3.51000000	4,594.59	125	32		
4	17	30	14	1,191	3.74000000	4,454.34	93	13		
5	31	999,999,999	999,999,999	71.422	3.91000000	279,260.02	80	80		
Total Rate: 102 (WATER - COMMERCIAL)										
				74,489						
				111,738						
				569,532.92						

Grand Totals:

Account Number	Account Title	2026-27 Budget	2026-27 Budget Adjustments Q1	2026-27 Budget Adjustments Q2	2026-27 Budget Adjustments Q3	2026-27 Budget Adjustments Q4	2026-27 Current year Calculated	2026-27 Actual	2026-27 Current year Remaining Budget
WATER ENTERPRISE									
Department: 0001									
501-0001-44220	DFA BULK WATER	104,030.00	00	00	00	00	104,030.00	129,967.82	104,030.00
501-0001-44230	UTILITIES-SERVICES/SAL	533,997.00	00	00	00	00	533,997.00	17,218.63	404,029.18
501-0001-44231	BULK WATER SALES	00	00	00	00	00	00	00	17,218.63
501-0001-44240	UTILITY CONNECTION FE	1,000.00	00	00	00	00	1,000.00	00	1,000.00
501-0001-44250	UTILITIES SVC-RECONNE	5,000.00	00	00	00	00	5,000.00	2,838.00	2,162.00
501-0001-44251	UTILITIES SVC/CONTRAC	00	00	00	00	00	00	11,646.00	11,646.00
501-0001-44280	UTILITIES SVC/CONTRAC	28,000.00	00	00	00	00	28,000.00	00	28,000.00
501-0001-44990	UTILITIES OTHER FEES	1,000.00	00	00	00	00	1,000.00	52.00	948.00
501-0001-44995	UTILITIES PENALTIES	00	00	00	00	00	00	3,741.12	3,741.12
501-0001-46900	MISCELLANEOUS REVEN	39,562.00	00	00	00	00	39,562.00	00	39,562.00
Total Department 0001		712,589.00	00	00	00	00	712,589.00	165,463.57	547,125.43
Department: 2002									
501-2002-54060	MAINTENANCE SUPPLIES	00	00	00	00	00	00	525.00	525.00
Total Department 2002		00	00	00	00	00	00	525.00	525.00
GENERAL ADMINISTRATION									
501-6003-51020	SALARY & WAGES	176,096.00	00	00	00	00	176,096.00	39,293.04	136,802.96
501-6003-51060	SALARY&WAGES OVERT	2,523.00	00	00	00	00	2,523.00	1,353.51	1,169.49
501-6003-52010	EMPLOYER'S FICA REGU	10,918.00	00	00	00	00	10,918.00	2,473.26	8,444.74
501-6003-52011	EMPLOYERS FICA MEDIC	2,554.00	00	00	00	00	2,554.00	578.45	1,975.55
501-6003-52020	RETIREMENT CONTRIBUT	25,689.00	00	00	00	00	25,689.00	5,457.55	20,231.45
501-6003-52021	RETIREE HEALTH CONTRI	3,523.00	00	00	00	00	3,523.00	785.84	2,737.16
501-6003-52030	INSURANCE-HEALTH CAR	59,430.00	00	00	00	00	59,430.00	1,899.11	57,530.89
501-6003-52110	WORKERS' COMP (ASSES	60.00	00	00	00	00	60.00	6.38	53.62
501-6003-53030	TRAVEL/PER DIEM	1,000.00	00	00	00	00	1,000.00	00	1,000.00
501-6003-53050	TRANSPORTATION EXP	9,000.00	00	00	00	00	9,000.00	1,145.66	7,854.34
501-6003-54010	Maintenance & Repairs - Bu	5,000.00	00	00	00	00	5,000.00	00	5,000.00
501-6003-54050	REPAIR/MAINT EQUIPMENT	40,000.00	00	00	00	00	40,000.00	67,334.69	27,334.69
501-6003-55030	DPC CONTRACT	10,000.00	00	00	00	00	10,000.00	00	10,000.00
501-6003-55999	SANGRE FLOW CONT S	10,000.00	00	00	00	00	10,000.00	5,676.20	4,323.80
501-6003-56010	SOFTWARE	20,000.00	00	00	00	00	20,000.00	26,300.77	6,300.77
501-6003-56030	FIELD SUPPLIES	50,000.00	00	00	00	00	50,000.00	8,118.57	41,881.43
501-6003-56110	UNIFORMS/LINENS	2,000.00	00	00	00	00	2,000.00	461.40	1,538.60

Account Number	Account Title	2026-27 Budget	2026-27 Budget Adjustments Q1	2026-27 Budget Adjustments Q2	2026-27 Budget Adjustments Q3	2026-27 Budget Adjustments Q4	2026-27 Current year Calculated	2026-27 Actual	2026-27 Current year Remaining Budget
501-6003-56999	OTHER SUPPLIES	1,500.00	.00	.00	.00	.00	1,500.00	1,003.77	496.23
501-6003-57050	EMPLOYEE TRAINING	1,500.00	.00	.00	.00	.00	1,500.00	.00	1,500.00
501-6003-57080	POSTAGE	16,000.00	.00	.00	.00	.00	16,000.00	938.07	15,061.93
501-6003-57160	TELEPHONE	5,700.00	.00	.00	.00	.00	5,700.00	1,666.90	4,033.10
501-6003-57170	UTILITIES-ELECTRIC	50,000.00	.00	.00	.00	.00	50,000.00	13,888.63	36,111.37
501-6003-57171	UTILITIES-NATURAL GAS	6,800.00	.00	.00	.00	.00	6,800.00	442.17	6,357.83
501-6003-57173	UTILITIES	8,500.00	.00	.00	.00	.00	8,500.00	1,411.30	7,088.70
501-6003-57999	INSURANCE	5,000.00	.00	.00	.00	.00	5,000.00	1,257.11	3,742.89
501-6003-59010	PRINCIPAL PAYMENTS	63,000.07	.00	.00	.00	.00	63,000.07	52,257.66	10,742.41
501-6003-59020	INTEREST PAYMENTS	15,593.14	.00	.00	.00	.00	15,593.14	.00	15,593.14
Total GENERAL ADMINISTRATION		601,386.21	.00	.00	.00	.00	601,386.21	233,750.04	367,636.17
WATER ENTERPRISE Revenue Total		712,589.00	.00	.00	.00	.00	712,589.00	165,463.57	547,125.43
WATER ENTERPRISE Expenditure Total		601,386.21	.00	.00	.00	.00	601,386.21	234,275.04	367,111.17
Total WATER ENTERPRISE		111,202.79	.00	.00	.00	.00	111,202.79	68,811.47	68,811.47

	Water & Sewer 501 & 503	Water - 60% 501	Sewer - 40% 503	Solid Waste 502
BALANCE SHEET				

Current Assets				
Cash and Cash Equivalents	2,177,463	1,306,176	870,985	400,886
Restricted Cash	394,963	236,978	157,985	-
Investments	85,321	51,193	34,128	-
Accounts Receivable (net)	81,882	49,129	32,753	66,552
Due from other Governments	-	-	-	-
Due from other Funds	-	-	-	-
Lease Receivable	-	-	-	-
Total Current Assets	2,739,629	1,643,777	1,095,853	467,438

Noncurrent Assets				
Lease Receivable	16,696,773	10,019,264	6,679,509	3,357
Capital Assets	(8,228,603)	(4,937,162)	(3,291,441)	(2,557)
(Less: accumulated depreciation)				
Total Noncurrent Assets	8,470,170	5,082,102	3,388,068	800

Deferred Outflow of Resources				
Deferred outflows - Pension	73,431	44,059	29,372	-
Deferred outflows - OPEB	11,572	6,943	4,629	-
Total deferred outflows of resources	85,003	51,002	34,001	-

TOTAL ASSETS and DEFERRED OUTFLOWS	11,294,802	6,776,881	4,517,921	468,238
---	-------------------	------------------	------------------	----------------

Current Liabilities				
Accounts payable	28,347	17,008	11,339	45,456
Accrued salaries and benefits	23,953	14,372	9,581	-
Accrued interest	16,451	9,871	6,580	-
Due to other funds	228,991	137,395	91,596	42,376
Current portion of loans payable	103,149	61,889	41,260	-
Compensated absences	24,605	14,763	9,842	-
Total Current Liabilities	425,496	255,298	170,198	87,832

Noncurrent liabilities				
Loans Payable	2,286,428	1,371,857	914,571	-
Customer deposits	9,464	5,678	3,786	-
Compensated absences	228,526	137,116	91,410	-
Net pension liability	256,560	153,936	102,624	-
Total OPEB liability	20,921	12,553	8,368	-
Total noncurrent Liabilities	2,801,899	1,681,139	1,120,760	-
Total Liabilities	3,227,395	1,936,437	1,290,958	87,832

Deferred Inflow of Resources				
Deferred inflows - leases	13,172	7,903	5,269	-
Deferred inflows - pension	20,997	12,598	8,399	-
Deferred inflows - OPEB	34,169	20,501	13,568	-
Total deferred inflows of resources	68,338	41,002	27,236	-

Net Position				
Net investment in capital assets	6,080,593	3,648,356	2,432,237	800
Unrestricted	1,952,645	1,171,587	781,058	379,606
Total net position	8,033,238	4,819,943	3,213,295	380,406

STATE OF NEW MEXICO CITY OF MORIARTY Statement of Net Position Proprietary Funds For the Year Ended June 30, 2025				
ASSETS				
Current assets				
Cash and cash equivalents	\$ 2,177,463			\$ 2,177,463
Restricted cash	394,963			394,963
Investments	85,321			85,321
Accounts receivable, net	81,882			81,882
Due from other governments	-			-
Due from other funds	-			-
Lease receivable	-			-
Total current assets	2,739,629			2,739,629
Noncurrent assets				
Lease receivable	16,696,773			16,696,773
(Less: accumulated depreciation)	(8,228,603)			(8,228,603)
Total noncurrent assets	8,470,170			8,470,170
Deferred outflows of resources				
Deferred outflows - pension	73,431			73,431
Deferred outflows - OPEB	11,572			11,572
Total deferred outflows of resources	85,003			85,003
Total assets and deferred outflows of resources	11,294,802			11,294,802

STATE OF NEW MEXICO CITY OF MORIARTY Statement of Net Position Proprietary Funds For the Year Ended June 30, 2025				
LIABILITIES				
Current liabilities				
Accounts payable	\$ 28,347			\$ 28,347
Accrued salaries and benefits	23,953			23,953
Accrued interest	16,451			16,451
Due to other funds	228,991			228,991
Current portion of loans payable	103,149			103,149
Compensated absences	24,605			24,605
Total current liabilities	425,496			425,496
Noncurrent liabilities				
Loans payable	2,286,428			2,286,428
Customer deposits	9,464			9,464
Net pension liability	256,560			256,560
Total OPEB liability	20,921			20,921
Total noncurrent liabilities	2,801,899			2,801,899
Total liabilities	3,227,395			3,227,395
Deferred inflows of resources				
Deferred inflows - leases	13,172			13,172
Deferred inflows - pension	20,997			20,997
Deferred inflows - OPEB	34,169			34,169
Total deferred inflows of resources	68,338			68,338
NET POSITION				
Net investment in capital assets	6,080,593			6,080,593
Unrestricted	1,952,645			1,952,645
Total net position	8,033,238			8,033,238

TOTAL LIABILITIES, DEFERRED INFLOW AND NET POSITION			
	11,294,802	6,776,881	4,517,921
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION			
Operating Revenues			
Charges for services	1,167,483	700,490	466,993
Total operating revenues	1,167,483	700,490	466,993
Operating Expenses			
Depreciation and amortization	446,449	267,869	178,580
Personnel services	212,886	127,732	85,154
Contractual services	36,011	21,607	14,404
Supplies	77,127	46,276	30,851
Maintenance and materials	39,981	23,989	15,982
Utilities	206,144	123,686	82,458
Miscellaneous	58,763	35,258	23,505
Total operating expenses	1,077,361	646,417	430,944
Operating income (loss)	90,122	54,073	36,049
Non Operating Revenues (Expenses)			
Interest Income	3,180	1,908	1,272
Interest Expense	(76,946)	(46,168)	(30,778)
Miscellaneous Revenue	12,110	7,266	4,844
Total non operating revenues (expenses)	(61,656)	(36,994)	(24,662)
Income (loss) before contributions and transfers	28,466	17,080	11,386
Transfers in			
Transfers out	59,479	35,687	23,792
Federal capital grants	(59,479)	(35,687)	(23,792)
State capital grants			
Total contributions and transfers	51,663	30,998	20,665
CHANGE IN NET POSITION	51,663	30,998	20,665
NET POSITION - BEGINNING	80,129	48,077	32,052
Restatement			
NET POSITION - BEGINNING as Restated	7,978,216	4,786,930	3,191,286
	(25,107)	(15,064)	(10,043)
NET POSITION - END OF YEAR	7,953,109	4,771,865	3,181,244
	8,033,238	4,819,943	3,213,295

STATEMENT OF CASH FLOW

Cash flows from Operating Activities				
Receipts from customers	1,752,598	1,051,559	701,039	538,295
Payments to employees	(175,108)	(105,065)	(70,043)	-
Payments to supplies	(777,153)	(466,292)	(310,861)	(481,712)
	800,337	480,202	320,135	56,583
Net cash provided (used) by operating activities				
Cash flows from noncapital financing activities				
Transfers in from other funds	59,479	35,687	23,792	-
Transfers out to other funds	(59,479)	(35,687)	(23,792)	-
Miscellaneous revenue	12,110	7,266	4,844	6,604

STATE OF NEW MEXICO
City of Moriarty
Statement of Revenues, Expenses and Changes in Net
Proprietary Funds
For the Year Ended June 30, 2025

	2013	2012
OPERATING REVENUES		
Charges for services	\$0.3,503	\$0.3
Tuition and fees	1,117,403	542
Grants and contracts	3,174,403	342
OPERATING EXPENSES		
Depreciation and amortization	446,440	
Instructional materials	22,801	
Contractual services	36,031	53
Supplies	77,227	
Maintenance and repairs	24,403	
Utilities	206,344	
Miscellaneous	50,761	
Total operating expenses	1,077,167	533
Operating income (loss)	\$0,122	2
NON-OPERATING REVENUES (EXPENSES)		
Interest income	3,106	
Interest expense	(76,441)	
Miscellaneous revenue	1,000	
Total non-operating revenues (expenses)	116,665	
Operating loss before contributions and reserves	20,463	1
Contributions		
Tandem's gift	\$9,476	
Tandem's gift	(9,476)	
Federal capital grants		
State and local grants	53,622	
Total contributions and reserves	53,622	
CHANGE IN NET POSITION	\$30,159	1
NET POSITION—BEGINNING	7,072,216	260
Restatement (see Note 4)	(56,102)	
NET POSITION—BEGINNING as Restated	7,016,114	260
NET POSITION—END OF YEAR	\$30,159	1

STATE OF NEW MEXICO
City of Moriarty
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2011

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	1,793	1,717
Payments to employees	177	177
Payments to suppliers	127	127
Net cash provided by operating activities	589	589
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
Transfer from other funds	5	5
Transfers out to other funds	(5)	(5)
Miscellaneous levies	—	—

Net cash provided (used) by noncapital financing activities

Cash flows from capital & related financing activities

- Acquisition and construction of capital assets
- Principal paid on long-term debt
- Interest paid on long-term debt
- State and federal capital grants
- Net cash provided (used) by capital & related financing activities

Cash flows from investing activities

- Interest received
- Purchase of investments
- Net cash provided by investing activities
- Net (decrease) increase in cash and cash equivalents

Cash and cash equivalents, beginning

Cash and cash equivalents, ending

Report Criteria

Selected services WATER

Description	COMMERCIA	None	RESIDENTIA	SCHOOL	Totals
WATER Usage	53,183	0	62,242	16,257	131,682

Description	COMMERCIA	None	RESIDENTIA	SCHOOL	Totals
WATER Amount	218,241.39	-	249,635.32	63,632.68	531,509.39

Total Charges	218,241.39	-	249,635.32	63,632.68	531,509.39
---------------	------------	---	------------	-----------	------------

Description	COMMERCIA	None	RESIDENTIA	SCHOOL	Totals
Previous Balance	6,310.28	-	7,859.95	4,127.17	18,297.40
Payments	219,920.11	-	250,310.57	65,925.92	536,156.60
Contract Adjustments	-	-	-	-	-
Assistance Applied	-	-	-	-	-
Deposits Applied	49.19	-	409.49	-	458.68
Interest Applied	-	-	-	-	-
Balance Transfers	-	-	50.00	50.00	-
Balance Write-offs	-	-	-	-	-
Reallocations	-	-	-	-	-
Total Charges	218,241.39	-	249,635.32	63,632.68	531,509.39

Current Balance	4,582.37	-	6,825.21	1,783.93	13,191.51
-----------------	----------	---	----------	----------	-----------

Report Criteria
Selected services WATER

Rate Number	Rate Description	Service	Number of Customers	Number of Units	Base/Minimum	Excess Amount	Adjustments	Total Amount	Quantity Billed
101	WATER - RESIDENTIAL	WA	927	929.0000	122,659.70	170,020.00	26,123.13-	266,556.57	56,649.0000
102	WATER - COMMERCIAL	WA	229	229.0000	30,253.01	235,033.80	333.99-	264,952.82	75,033.0000
Grand Totals			1,156	1,158.0000	152,912.71	405,053.80	26,457.12-	531,509.39	131,682.0000

Report Criteria:

Selected services: WATER
Usage from Quantity
Rates without levels suppressed

Level	From	To	Quantity	Consumption Per Level	Rate	Calculated Amount	Customers Within This Level	Customers Ending Within This Level	Total Customers With Usage	Active Customers Using Rate
Rate: 101 (WATER - RESIDENTIAL)										
1	-20,307	0	-20,307	-33,073	0.00000000	00	2	2	926	843
2	1	4	4	2,659	3.35000000	8,907.65	675	25		
3	5	16	12	7,330	3.51000000	25,728.30	650	88		
4	17	30	14	7,138	3.74000000	26,696.12	562	111		
5	31	999,999,999	999,999,999	53,195	3.91000000	207,992.45	451	451		
Total Rate: 101 (WATER - RESIDENTIAL):				37,249		269,324.52				
Rate: 102 (WATER - COMMERCIAL)										
1	-82	0	-82	0	0.00000000	00	1	1	229	201
2	1	4	4	567	3.35000000	1,899.45	155	30		
3	5	16	12	1,309	3.51000000	4,594.59	125	32		
4	17	30	14	1,191	3.74000000	4,454.34	93	13		
5	31	999,999,999	999,999,999	71,422	3.91000000	279,260.02	80	80		
Total Rate: 102 (WATER - COMMERCIAL):				74,489		290,208.40				
Grand Totals:				111,738		559,532.92				

Not
Revised

Wastewater Rate Study -Revised

Fiscal Year	Rate Increase	Total Service Revenue	Total Requirements	Surplus / (Deficit)
FY2026-27	31.27%	\$667,981.67	\$667,981.67	-
FY2027-28	7.00%	\$714,740.38	\$681,899.90	\$32,840.49
FY2028-29	14.00%	\$814,804.04	\$801,235.67	\$13,568.36
FY2029-30	7.00%	\$871,840.32	\$789,394.86	\$82,445.46
FY2030-31	3.00%	\$897,995.53	\$804,353.68	\$93,641.85
FY2031-32	3.00%	\$924,935.40	\$819,768.77	\$105,166.62

FY2026-27 includes 3 months at existing rates and 9 months at the revised rate. \$7,000 miscellaneous revenue removed.

Complete Detailed Six-Year Wastewater Budget - Revenue & Expenses

	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	FY2031-32
DETAILED REVENUE (\$)						
Residential sewer projected revenue	\$161,871.74	\$173,202.76	\$197,451.15	\$211,272.73	\$217,610.91	\$224,139.24
Commercial sewer projected revenue	\$261,996.14	\$280,335.87	\$319,582.89	\$341,953.69	\$352,212.30	\$362,778.67
Service revenue reconciliation	\$244,113.79	\$261,201.76	\$297,770.00	\$318,613.90	\$328,172.32	\$338,017.49
TOTAL UTILITY SERVICE REVENUE	\$667,981.67	\$714,740.38	\$814,804.04	\$871,840.32	\$897,995.53	\$924,935.40
Other / miscellaneous wastewater revenue	-	-	-	-	-	-
TOTAL PROJECTED REVENUE	\$667,981.67	\$714,740.38	\$814,804.04	\$871,840.32	\$897,995.53	\$924,935.40
DETAILED EXPENSES (\$)						
Salaries & Wages	\$121,285.00	\$124,923.55	\$128,671.26	\$132,531.39	\$136,507.34	\$140,602.56
Overtime	\$15,395.00	\$15,856.85	\$16,332.56	\$16,822.53	\$17,327.21	\$17,847.02
FICA / Medicare / Retirement	\$14,941.00	\$15,389.23	\$15,850.91	\$16,326.43	\$16,816.23	\$17,320.71
Health Insurance	\$59,430.00	\$61,212.90	\$63,049.29	\$64,940.77	\$66,888.99	\$68,895.66
Workers Compensation	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	\$46.37
Transportation	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.37
Maintenance / Repair Equipment	\$35,000.00	\$36,050.00	\$37,131.50	\$38,245.45	\$39,392.81	\$40,574.59
Administrative / Contracts	\$16,000.00	\$16,480.00	\$16,974.40	\$17,483.63	\$18,008.14	\$18,548.39
Software	\$800.00	\$824.00	\$848.72	\$874.18	\$900.41	\$927.42
Field Supplies	\$20,000.00	\$20,600.00	\$21,218.00	\$21,854.54	\$22,510.18	\$23,185.48
Uniforms / Linen	\$1,700.00	\$1,751.00	\$1,803.53	\$1,857.64	\$1,913.36	\$1,970.77
Telecommunications	\$4,000.00	\$4,120.00	\$4,243.60	\$4,370.91	\$4,502.04	\$4,637.10
Electricity	\$110,500.00	\$113,815.00	\$117,229.45	\$120,746.33	\$124,368.72	\$128,099.79
Natural Gas	\$2,650.00	\$2,729.50	\$2,811.39	\$2,895.73	\$2,982.60	\$3,072.08
Water	\$40,000.00	\$41,200.00	\$42,436.00	\$43,709.08	\$45,020.35	\$46,370.96
Other Operating	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51	\$1,159.27
Reconciliation / Other Operating	\$16,200.00	\$16,686.00	\$17,186.58	\$17,702.18	\$18,233.24	\$18,780.24
RECURRING OPERATING TOTAL	\$463,941.00	\$477,859.23	\$492,195.01	\$506,960.86	\$522,169.68	\$537,834.77
Existing Debt Service	\$77,684.00	\$77,684.00	\$77,684.00	\$77,684.00	\$77,684.00	\$77,684.00
Annual Collapsed-Line Repairs	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Reserve Rebuild	\$26,356.67	\$26,356.67	\$26,356.67	-	-	-
New \$2 Million Loan	-	-	\$105,000.00	\$104,750.00	\$104,500.00	\$104,250.00
TOTAL PROJECTED EXPENSES / REQUIREMENTS	\$667,981.67	\$681,899.90	\$801,235.67	\$789,394.86	\$804,353.68	\$819,768.77
ANNUAL SURPLUS / (DEFICIT)	-	\$32,840.49	\$13,568.36	\$82,445.46	\$93,641.85	\$105,166.62

Sewer Consumption Analysis Summary - 07/01/2025 to 06/30/2026

Class	Consumption	Calculated Amount (\$)	Billing Customers	Share
Residential	35231	\$128,535.02	809	38.19%
Commercial	58426	\$208,039.27	138	61.81%
Total	93657	\$336,574.29	947	100.00%

Revised Planning Assumptions

Assumption	Value	Units	Note
FY2026-27 implementation	3 months current / 9 months revised		Increase was not in effect for first 3 months
Required 9-month rate increase	31.27% %		Calculated to meet FY2026-27 requirements
Operating expense baseline	\$463,941.00 \$/year		FY2026-27 recurring operating budget
Operating inflation	3.00% %/year		Planning assumption
Existing debt	\$77,684.00 \$/year		Transfer Out 503-0001-61200
Annual collapsed-line repairs Reserve shortfall	\$100,000.00 \$/year \$79,070.00 \$		Planning allowance Rebuilt over 3 years
New \$2M loan first modeled payment	\$105,000.00 FY2028-29		Repayment begins June 1, 2029
Corrected annual service revenue baseline	\$541,076.69 \$/year		Planning baseline at corrected current sewer rates
First 3 months projected service revenue	\$135,269.17 \$		At existing rates
Remaining 9 months revenue required	\$532,712.49 \$		To meet FY2026-27 total requirements
FY2026-27 service revenue target	\$667,981.67 \$		No miscellaneous revenue included
Consumption report calculated amount	\$336,574.29 \$/year		07/01/2025-06/30/2026

Complete Wastewater Rate Schedules - 3-Month Implementation

Rate / Charge	Current	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	FY2031-32
Residential Base	\$23.42	\$30.74	\$32.89	\$37.49	\$40.11	\$41.31	\$42.55
Commercial Base	\$26.84	\$35.23	\$37.70	\$42.98	\$45.99	\$47.37	\$48.79
4,001-8,000 gal / 1,000	\$3.20	\$4.20	\$4.49	\$5.12	\$5.48	\$5.64	\$5.81
8,001-16,000 gal / 1,000	\$3.32	\$4.36	\$4.67	\$5.32	\$5.69	\$5.86	\$6.04
Above 16,000 gal / 1,000	\$3.54	\$4.65	\$4.98	\$5.68	\$6.08	\$6.26	\$6.45
Residential Standby	\$5.84	\$7.67	\$8.21	\$9.36	\$10.02	\$10.32	\$10.63
Commercial Standby	\$9.37	\$12.30	\$13.16	\$15.00	\$16.05	\$16.53	\$17.03
Disconnect / Reconnect	\$42.00	\$55.13	\$58.99	\$67.25	\$71.96	\$74.12	\$76.34
Service Charge	\$26.00	\$34.13	\$36.52	\$41.63	\$44.54	\$45.88	\$47.26
Service Charge OT	\$50.00	\$65.64	\$70.23	\$80.06	\$85.66	\$88.23	\$90.88

FY2026-27 revised rates apply for 9 months after 3 months at current rates. Required 9-month increase: 31.27%.

FY2026-27 Revenue Allocation - 3 Months Existing / 9 Months Revised

Item	Amount / Rate	Calculation	Notes
Corrected annual service-revenue baseline	\$541,076.69		No miscellaneous revenue
FY2026-27 total wastewater requirements	\$667,981.67		
First 3 months at existing rates	\$135,269.17	Annual baseline x 3/12	July–September
Remaining 9 months at existing rates	\$405,807.52	Annual baseline x 9/12	Before increase
Revenue required during remaining 9 months	\$532,712.49	Requirements less first 3 months	
Required rate increase for remaining 9 months	31.27%	Required ÷ 9-month baseline – 1	
Projected revenue during remaining 9 months	\$532,712.49		
Projected FY2026-27 service revenue	\$667,981.67	3-month + 9-month revenue	
Projected FY2026-27 surplus / (deficit)	-	Revenue equals requirements	

The first three months are shown at existing rates. The remaining nine months use the higher rate required to recover the full FY2026-27 wastewater requirement; the increase is not prorated downward.

Six-Year Wastewater Reserve Projection

Fiscal Year	Beginning Reserve	Reserve Rebuild	Annual Surplus / (Deficit)	Ending Reserve	Reserve Target
FY2026-27	\$103,930.00	\$26,356.67	-	\$130,286.67	\$183,000.00
FY2027-28	\$130,286.67	\$26,356.67	\$32,840.49	\$189,483.82	\$183,000.00
FY2028-29	\$189,483.82	\$26,356.67	\$13,568.36	\$229,408.85	\$183,000.00
FY2029-30	\$229,408.85	-	\$82,445.46	\$311,854.31	\$183,000.00
FY2030-31	\$311,854.31	-	\$93,641.85	\$405,496.16	\$183,000.00
FY2031-32	\$405,496.16	-	\$105,166.62	\$510,662.78	\$183,000.00

Reserve projection is a planning estimate, not an audited fund balance. Reserve rebuild is shown separately from annual operating surplus/deficit.

Moriarty Wastewater Rate Study and Analysis 2.0 – 9/21/26

By Southwest Environmental Finance Center (SW EFC)

Background

Moriarty is a small city in New Mexico's Torrance County, with 1,946 residents as of 2020 per the U.S. Census. According to 2024 5-Year Estimates of Median Household Income (MHI), Moriarty's MHI is \$31,650 with a margin of error (MOE) of \$11,299, significantly below the state of New Mexico MHI (\$64,059, MOE $\pm$ \$808) and the MHI of the United States (\$80,734, MOE $\pm$ \$166). This low MHI suggests a disadvantaged population. Combined with the community's rural location and small size (1,050 water connections per New Mexico's Drinking Water Watch), Moriarty's water and wastewater systems face significant challenges due to limited resources, aging infrastructure, and economies of scale.

Table 1: Median Household Income

B19013 Median Household Income in the Past 12 Months (in 2024 Inflation-Adjusted Dollars)	United States		New Mexico		Moriarty city, New Mexico	
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Median household income in the past 12 months (in 2024 inflation-adjusted dollars)	80,734	$\pm$ 166	64,059	$\pm$ 808	31,650	$\pm$ 11,299

NMED approached the Southwest Environmental Finance Center (SW EFC) about providing technical assistance to Moriarty, including reviewing its rates, in 2025. SW EFC has intermittently been working with municipal staff to attempt to obtain information to better assess the financial picture of the community. Moriarty staff were given specific requests to complete a quantitative rate analysis, but they were unable to provide data such as the volume of water sold to customers and prior fiscal years of data for the water and wastewater funds. As a result, Southwest EFC completed a qualitative rate analysis that recommended best practices for the system, including review of its standing relative to other public water systems in the state as well as conventional affordability thresholds established by the EPA.

In mid-September 2026, SW EFC was again approached by Moriarty, who were finally able to provide the necessary material to complete the quantitative analysis of rates due to involvement of additional staff members. However, because of timing constraints related to Moriarty's ability to provide data and a desire to complete this study quickly to adjust its rates effective in short order, the most recent drafted version of this material was created in approximately a week. Also, because of the lack of time to complete this analysis, only wastewater rates were evaluated; a similar process could be undertaken for water in the future, although the SW EFC staff member with the most experience with rate studies will be on paternity leave starting September 23, 2026.

Following the inclusion of other Moriarty staff, SW EFC staff were provided volumetric amounts for customers during a given twelve-month period and other financial data in order to build a rate analysis tool that would better evaluate through customer usage how to adjust wastewater rates. SW EFC was also

provided context regarding how wastewater rates were charged, such as that for residential customers, the charge is uniform for a given year based on average consumption during prior winter months (November, December, January, and February), while commercial wastewater charges are based on each month's water consumption. These updates allowed SW EFC to successfully build a tool for the wastewater portion of the utility to help project how adjusting rates could facilitate additional revenue for the utility. SW EFC understands that Moriarty historically has raised both water and wastewater rates 2 percent annually to start each fiscal year (on July 1), but the system anticipates needing to raise rates further in order to reach financial capacity to pay for infrastructure loans and fulfill the qualifications needed to garner funding from various federal and/or state sources.

Wastewater Budget and Financial Findings

Moriarty was able to provide SW EFC with financial statements from prior fiscal years, including finalized reports for FY2023-2025 and a preliminary report for FY2026. In FY2023-2025, the community used a 60%-40% split between water and wastewater to roughly approximate revenue, while in FY2026, a more deliberate approach was utilized that better reviewed revenue. (Expenses have been generally more tracked for some categories.)

Moriarty also provided its projected budget for FY2027, although SW EFC did not have additional information how these revenue and expenditure totals were determined. Operating revenues, expenses, and net income (or loss), both historical and projected, for the wastewater fund are shown below (with no additional transfers in or out from funds included):

Table 2: Moriarty Wastewater Revenue and Expense Comparisons, FY2023-FY2027

Moriarty Wastewater Historical Financials	Operating Revenue	Operating Expense	Balance
FY2023 (40% of total revenue)	\$426,952	\$505,674	(\$78,722)
FY2024 (40% of total revenue)	\$579,973	\$387,262	\$192,711
FY2025 (40% of total revenue)	\$466,993	\$430,944	\$36,049
FY2026 (preliminary)	\$502,957	\$559,601	(\$56,644)
FY2027 (PROJECTED)*	\$588,414	\$604,925	(\$16,511)
FY2027 (projected)**	\$538,414	\$604,925	(\$66,511)

* includes out transfer of \$77,684 for debt service and a new additional debt reserve of \$63,300, per 9/22 meeting

** also includes and removal of \$50,000 for effluent sales, which are not expected to occur in FY27

SW EFC also compiled the historical and projected water fund revenues and expenses for the past four fiscal years along with projections for the current fiscal year.

Table 3: Moriarty Water Revenue and Expense Comparisons, FY2023-FY2027

Moriarty Water Historical Financials	Operating Revenue	Operating Expense	Balance
--------------------------------------	-------------------	-------------------	---------

FY2023 (60% of total revenue)	\$640,429	\$758,511	(\$118,082)
FY2024 (60% of total revenue)	\$869,959	\$580,892	\$289,067
FY2025 (60% of total revenue)	\$700,490	\$646,417	\$54,073
FY2026 (preliminary)	\$701,941	\$665,820	\$36,121
FY2027 (projected)	\$712,589	\$601,386	\$111,203

Reviewing the financial information provided, SW EFC would like to note the following:

- A) Wastewater revenue is projected to increase 17 percent from FY2026 to FY2027, while rates only were increased 2 percent. This would include a \$50k increase in effluent sales, which is unlikely to occur per conversations with Moriarty administration.
- B) Regardless of whether effluent sales occur, based on current budgeting information, wastewater expenses are already expected to be higher than revenue for FY2027.
- C) The water fund appears to be more likely to achieve a net positive balance prior to transfer and adjustments based on historic, preliminary, and budgetary calculations.

Factors Incorporated into Rate Tool

Southwest EFC was able to review FY2026 wastewater customer data in order to build a rate tool that would help address additional incomes needs for the wastewater system. In September 2026, Moriarty staff provided the following detailed information that was useful in understanding and developing the tool:

- Context regarding the billing of wastewater customers based on two classes: residential customers were billed on the average of four winter months of water consumption and commercial customers were billed on a monthly basis based on a commercial customer's monthly water use.
- Residential wastewater rates: upon determination of the average water use during the winter, customers were charged a base charge of \$23.42 for up to 4,000 gallons, along with an additional \$3.20 per 1,000 gallons for usage between 4,001-8,000 gallons, an additional \$3.32 per 1,000 gallons for use between 8,001-16,000 gallons, and an additional \$3.54 per 1,000 gallons for use above 16,000 gallons. (Meters are read monthly and read in increments of 1,000 gallons.)
- Commercial wastewater rates: billed monthly based on water usage. Customers were charged \$26.84 for their base rate for up to 4,000 gallons, along with an additional \$3.20 per 1,000 gallons for usage between 4,001-8,000 gallons, an additional \$3.32 per 1,000 gallons for use between 8,001-16,000 gallons, and an additional \$3.54 per 1,000 gallons for use above 16,000 gallons. (Meters are read monthly and read in increments of 1,000 gallons.)
- 2 percent of annual bills were not collected.
- 1 percent growth rate annually (10 percent per decade) was assumed.
- 1 percent decline in average commercial customer consumption was assumed
- \$477 connection fees for new sewer customers (residential and commercial) were included based on information provided.

- \$604,925 in expected annual expenses for FY27 was anticipated, with 3 percent annual increase in expenses expected going forward. (This includes both the \$77,684 for prior debt service and the \$63,300 for new debt service.)
- No other designated debt service or annual expenses were included.
- No detailed conversations about other savings accounts were discussed beyond debt reserves and the emergency fund noted below.

Per conversations with Moriarty staff, an additional scenario in which the system included \$100,000 in additional emergency “breakdown” expenses annually was requested in order to determine the change in rates necessary to adjust for that perceived expense moving forward.

Commercial Wastewater Trends:

Southwest EFC reviewed 12 months of commercial wastewater user data from FY26 and was able to calculate that Moriarty has an average of 191 commercial customers billed monthly, with usage at the following levels for the fiscal year:

Consumption Allowance (0 – 4000 gallons): 3,520,000 gallons
 Block 1 (4,001 – 8,000 gallons): 2,362,000 gallons
 Block 2 (8,001 – 16,000 gallons): 3,596,000 gallons
 Block 3 (16,001+ gallons): 43,294,000 gallons
 Total Consumption: 52,772,000 gallons annually

The rate tool suggests that of the roughly \$230,000 in revenue generated by commercial users, only \$61,000 comes from base charges, while \$169,000 comes from volumetric charges. If commercial customers change their consumption habits, there will be a dramatic change in the amount of revenue generated from commercial sewer as a result of high dependence on volumetric usage.

Residential Wastewater Trends

Because each residential customer’s wastewater charges are averaged from four months of winter usage, SW EFC did not calculate volume usage for residential wastewater accounts. However, a review of the annual and monthly charges received by the 920 residential wastewater accounts who were billed in FY2026 shows the following related to consumption:

- 920 residential customers had at least one bill issued during FY2026.
- Of those, 247 paid less than the base on average, likely because their billing was for only part of the year. This group generated about \$26,604 annually. These are partial users who likely also only used minimal water (below the consumption threshold).
- 448 customers paid the base rate, which generated \$125,926 in revenue annually. (All of these customers use less water at or less than 4,000 gallons a month in the winter.)
- 115 customers paid between the base rate and \$30 per month, generating \$38,561 in annual revenue. (These customers were just above the consumption threshold in at least one winter month, and thus paid the base plus a very small amount of volumetric usage.)

- E) 91 residential accounts paid between \$30 and \$50 each month, generating \$41,830 annually. (These individuals had consistent winter usage above 4,000 gallons monthly but still only paid up to approximately half of their bill as volumetric charge.)
- F) The final 19 customers who paid more than \$50 monthly generated \$40,698 in yearly revenue. (These customers used far more than the consumption allowance, even in the winter, and the majority of their bill came from volumetric usage.)

If the base charge of \$23.42 monthly is multiplied by the 673 residential accounts who paid it monthly (not including the accounts with partial year billing), a total of \$189,140 was billed based on the base usage alone. Add in the \$26,604 billed to the partial year users and Moriarty's base charge for residential sewer users generated \$215,744 in revenue in FY2026, which means volumetric charges only accounted for less than \$60,000 for all residential customers.

Put another way, functionally only 100 of Moriarty's 920 billed customers from FY2026 are paying more than \$30.00 per month, which means 820 customers are paying very little or no volumetric charge for their water (charges above the 4,000 gallon/month threshold).

Based on the historical information provided by the system, Moriarty generated \$274,000 in revenue from residential wastewater accounts in FY2026.

Overall Wastewater Rate Tool Review

In total, the rate tool shows that Moriarty would project to generate about \$505,000 in revenue annually. However, a reduction in the amount of revenue generated due to uncollected bills, as well as an adjustment for potential new customer connections, shows the rate tool generating \$499,383 for the fiscal year. This is within 1 percent of the actual revenue generated by the system (approximately \$502,000) based on preliminary data provided for wastewater in FY2026, which suggests a highly workable tool for projecting wastewater revenue and expense levels for future fiscal years.

It is notable that this rate tool does not project Moriarty to reach its projected wastewater revenue goal of \$538,414 for FY27, but rather (based on a 2 percent increase in charges for both residential and commercial users) only \$508,315. It is possible that changes in residential water use this past year might allow the residential portion of revenue to increase to help meet this shortfall, but that remains unclear. If it does not, this budget gap would need to be addressed through other funding sources.

In conclusion, based on this analysis, Moriarty will need to increase its rates more than the 2 percent adjustment in order to reach its projected revenue goals for this fiscal year.

Establishment of Future Rates – Recommendations

Reviewing the wastewater rate structure, a few findings stand out. The first is that Moriarty's wastewater revenue is highly dependent on the volumetric usage of its commercial customers. Based on the provided data, about \$169,000 annually in wastewater revenue comes from charging for volumetric consumption of 191 commercial customers, while only \$61,000 came from its base charges for those same 191 commercial accounts. The commercial volumetric charge is roughly a third of Moriarty's entire revenue

stream for wastewater. In contrast, the base rates of residential wastewater customers account for more than \$215,000 of the \$274,000 in generated revenue.

A standard philosophy¹ for water and wastewater utilities is that fixed charges should pay for fixed costs, while volumetric charges should pay for variable costs. Variable costs, such as electricity and chemicals, may change with the consumption trends of the community, but fixed costs (salaries, testing, equipment, debt service, etc.) do not. Moriarty's reliance on variable charges – particularly when accounting for its commercial wastewater charges – is potentially concerning as a result. If commercial users dramatically change their consumption trends, the consequences of that usage would be dramatic to the wastewater revenue stream for the system.

In contrast, the base/volumetric charge split for residential users is more in line with what a system might be expected to utilize. This is logical, as winter consumption of water (subsequently used to determine a uniform monthly charge for the following fiscal year) is heavily dependent on a base charge whose consumption allowance of 4,000 gallons is not being exceeded by more than 80 percent of customers.

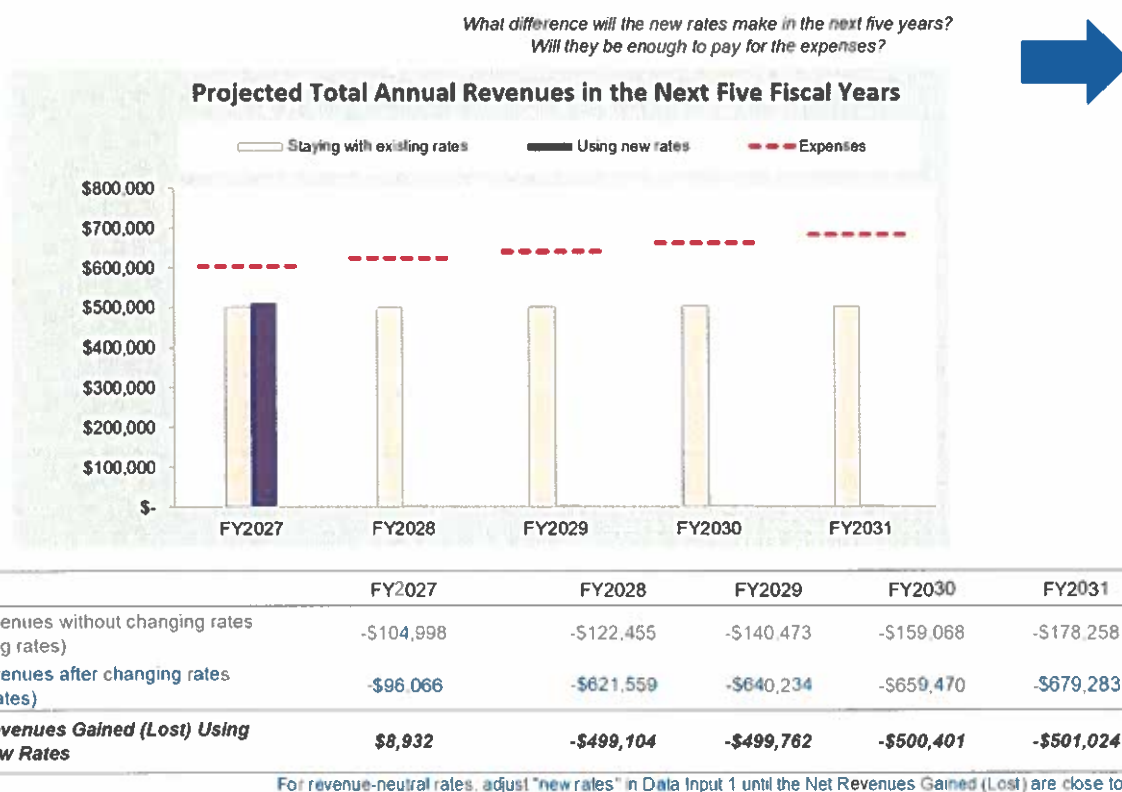
A second observation previously noted is that (while allowing that SW EFC may not have all the context needed), the current FY2027 budget of \$541,625 in expenses does not appear to be able to be reached with a 2 percent increase in rates from FY2026. Moving forward, that 2 percent adjustment would also likely not be sufficient to meet the gap, but rather allow it to expand in conjunction with expenses likely continuing to increase beyond 2 percent. A graph of the growing gap (even based on a 3 percent increase in expenses annually) is provided below based on the current rate structure (as well as showing if rates had stayed the same as the FY2026 structure):

¹ https://www.sog.unc.edu/sites/www.sog.unc.edu/files/course_materials/Rate%20Setting%20Philosophies.pdf

Table 4: Moriarty Wastewater Rates Analysis Model, Showing Prior Rates and 2 Percent Increase

Water & Wastewater Rates Analysis Model

Projected Finances Under New and Existing Rates in the Next Five Fiscal Years (2027-2031)



The orange lines show if the utility stays at its FY2026 rates, while the blue lines show the system with a uniform 2 percent increase in charges for FY2027.

To address the gap between the 2 percent increase in charges for wastewater revenue and the expected expenses for FY2027 and beyond, then, SW EFC recommends a few possible solutions that would more dynamically address Moriarty's needs:

- 1) Larger increase in base charges for commercial sewer customers
 - a. Increasing base charges for commercial sewer customers would help address the potentially concerning imbalance between volumetric charges and volumetric costs, while still not being prohibitively expensive for the commercial sewer users with low consumption.
- 2) Increase all wastewater charges by at least 3 percent annually to account for inflation.
 - a. Increasing charges annually based on an inflation index or some other higher threshold than 2 percent would help the community avoid falling into a gap between revenues and expenses and potentially perceived in the historic data provided.
- 3) Modestly increase the wastewater base charge for residential users.

- a. Increasing base charges for residential wastewater users would allow Moriarty to generate more fixed revenue while still avoiding becoming unaffordable, relative to industry standards.
- 4) Having more aggressive price tiering for wastewater block rate structure.
 - a. As of right now, Moriarty only charges \$.34/1000 gallons more for high-volume water usage (over 16,000 gallons) than it does for relatively low-water usage (4,000 – 8,000 gallons). In other words, the incentive to conserve based on price is functionally nonexistent. If Moriarty increased its volumetric charges for high water users to more drastic amounts, it would allow the system to potentially generate more revenue while also charging the high-usage customers more for their high consumption levels. This increased difference in pricing between tiers/blocks would also potentially encourage conservation, as high usage customers might be more inclined to conserve water if the cost of not doing so becomes prohibitive.

During the meeting with Moriarty staff on September 22, it was communicated that the town would like to adjust all of their rates uniformly at a fixed percentage to accommodate the increase in funding necessary to meet anticipated expenses of either approximately \$605,000 or \$705,000 for the current fiscal year. SW EFC also learned that Moriarty has not increased its rates for FY2027 as of September 22, meaning between a quarter and a third of the fiscal year has elapsed without an increase in rates.

SW EFC worked previously to prepare a variety of alternative ways to reach desired funding levels in the limited time it was given, but based on system requests and time constraints to readjust the material prepared, continued tweaking was not possible. Instead, SW EFC decided to simply provide the uniform percentage increases spread across both residential and commercial wastewater charges, with both volumetric and base charges receiving the same percentage increase. Moriarty will have access to the tool and this report, by which it can update scenarios to adjust to other rate and budgetary needs it has in the future.

Percent Increase to Reach \$604,925 in expenses for FY2027

If Moriarty would have increased its rates uniformly by 25 percent effective July 1, 2026 (the beginning of FY2027), the rates tool projects the town would have generated approximately \$608,000 in wastewater revenue, which would be sufficient to meet the projected budgetary needs of the wastewater system. Because rates will not go into effect until at least October of 2026, additional increase will be necessary to correct for the missed four months of rate increase. Southwest EFC projects that enacting a 25 percent increase now would still mean up to a \$33,000 shortfall in funding because of the timing gap, so rates would need to be increased by approximately 32 percent, effective either October or November 1, 2026, to reach the projected expense target of \$604,925 for the wastewater fund in FY2027.

Percentage Increase to Reach \$704,925 in expenses for FY2027

SW EFC's understanding is that Moriarty would ideally like to have an additional \$100,000 annually in savings for emergency breakdowns and other system repairs that have been recurring and have necessitated the system transferring funding from elsewhere into the wastewater fund in order to remain

solvent. Based on the tool's projections, generation of this additional \$100,000 in revenue would have necessitated a 40 percent increase in water rates. (This also would assume that customers would not significantly adjust their consumption habits based on a significant rate increase; typically, water use is inelastic in the short term, but it is anticipated that with a large rate increase, customers will use less water which will lead to lower volumetric sales.)

However, because the system will not be able to make this effective July 1, but rather either October 1 or November 1, an estimated increase of between 45 and 50 percent would be needed to reach this funding target of \$704,925 in expenses in the eight months of FY2027 that remain. (A rate increase this high might more dramatically impact water usage by customers, meaning that a higher degree of variability would exist for such significant increases happening all at once rather than spread out over time.)

Affordability and Comparisons to Other New Mexico Wastewater Systems

In a prior analysis, SW EFC reviewed the affordability and compared water and wastewater rates for Moriarty with established national figures as well as state averages. Those figures are below:

Table 5: Moriarty's residential charges relative to MHI and other New Mexico Community Water Systems

Average Residential Charges from Moriarty current rate schedule and NM Rate Survey	Charge for 6,000 gallons of water per month	Charge for 6,000 gallons of wastewater service per month	Combined charges (monthly)	Percent of monthly MHI for community (\$31,650 annual for city of Moriarty)
<i>Moriarty (2025-2026 rates)</i>	\$20.39	\$29.82	\$50.21	1.9%
<i>Average similar sized system (2025 NM Rate Survey)</i>	\$45.48	\$33.83	\$79.31	
<i>All NM publicly owned water systems (2025 NM Rate Survey)</i>	\$48.84	\$31.64	\$80.48	

Based on review of Moriarty's overall utility charges, a significance increase in residential water and wastewater charges could occur prior to it reaching the average charge for a New Mexico community serving both water and wastewater, and the system's current combined charges are only 1.9 percent of the community's median household income. EPA's historic threshold² is that water charges are affordable up to 2.5 percent of MHI, that wastewater charges under 2 percent are affordable, and that total combined charges that do not exceed 4.5 percent are considered affordable. While seen as increasingly limited in evaluating true affordability for the most at-risk members of a community, these metrics nevertheless

² <https://www.newgenstrategies.net/stories/water-affordability-full-report.html>

serve as potentially helpful benchmarks to assess if these potentially steep increases would be appropriate for an average household in the community.

Thus, if 2 percent is considered the threshold for wastewater service affordability, then as long as residential charges remain below \$52.75 monthly, this metric would consider the system serving wastewater at affordable rates for the average customer. Even a 50 percent increase in base charge for residential wastewater customers would leave their bill at \$35.13 monthly, which is still below the affordability threshold by a significant amount. For water users with low winter consumption, a 50 percent increase would mean a roughly \$150 annual increase in wastewater costs.

Table 6: Moriarty's commercial charges relative to other New Mexico Community Water Systems

Average Commercial Charges from Moriarty current rate schedule and NM Rate Survey	Charge for 6,000 gallons of water per month	Charge for 6,000 gallons of wastewater service per month	Combined charges (monthly)
<i>Moriarty (2025-2026 rates)</i>	\$20.39	\$33.24	\$53.63
<i>All NM publicly owned water systems (2025 NM Rate Survey)</i>	\$82.90	\$41.37	\$124.27

Comparing Moriarty's current charges to those of other New Mexican communities, it is clear the system historically has charged less than other public systems for commercial use as well. A significant increase for commercial users would be possible while still not overcharging relative to other New Mexico wastewater (and particularly water) systems.

Conclusion

If Moriarty simply wishes to increase its current wastewater revenue to match anticipated expenses based on a uniform percentage increase, then SW EFC calculates it would need to do so at a roughly 32 percent amount for \$605k in revenue and between 45 and 50 percent for \$705k in revenue, considering the new rates would not go into effect until at least October 1, 2026, rather than three months earlier.

In the future, SW EFC would encourage the community to consider changes to its wastewater rate structure to better balance the current setup of the way revenue is collected. These include increasing base charges for commercial sewer customers, increasing all charges annually by more than 2 percent, increasing base charges for residential users modestly, and having a more aggressive price tiering for its block rate structure.

SW EFC also notes that based on historic metrics and comparison with other wastewater systems in the state, a drastic adjustment to Moriarty's rates would still be considered in line and affordable.

Please contact SW EFC with questions.

Ryan Magee

rmagee1@unm.edu

Education and Outreach Manager
Southwest Environmental Finance Center
University of New Mexico



<https://swefc.unm.edu>



**STATE OF NEW MEXICO
CITY OF MORIARTY
RESOLUTION NUMBER 26-27-02
A RESOLUTION AMENDING SOLID WASTE COLLECTION FEES**

WHEREAS, pursuant to Ordinance O-2015-05, the fee for the collection, conveyance and disposal of residential refuse shall be established by the Mayor, with approval of the City Council; and

WHEREAS, the City Council has new rates for its solid waste services; and

WHEREAS, the new agreement reflects an increase in costs to the city; and

WHEREAS, an increase in rates is required to satisfy the cost of a new agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MORIARTY, New Mexico, that:

The Schedule of Fees for solid waste collection services attached as Exhibit 1 to this Resolution is approved and incorporated into this Resolution as if stated fully herein.

Effective October 2026 Billing.

RESOLVED, in special session this 14th day of October 2026 in the City of Moriarty, New Mexico.

Attest:

Steve Anaya, Mayor

Emily Sanchez, City Clerk

Exhibit 1

		1st Cart	2nd Cart
Residential		\$22.01	\$44.02
Commercial		\$26.21	\$52.42
2yd Container		\$50.92	\$101.84
4yd Container		\$97.51	\$195.02
6yd Container		\$146.64	\$293.28
8yd Container		\$199.46	\$398.92
Lock Attachment		\$84.24	
Lock Fee		\$19.64	
Gate Fee		\$29.44	
Replacement		\$105.13	

old
one

Exhibit 1

		1st Cart	2nd Cart
Residential		\$23.14	\$46.28
Commercial		\$28.60	\$57.20
2yd Container		\$50.00	\$100.00
4yd Container		\$95.75	\$183.26
6yd Container		\$191.50	\$275.58
8yd Container		\$143.99	\$287.98
Lock Attachment		\$82.72	
Lock Fee		\$19.29	
Gate Fee		\$33.34	
Replacement		\$103.20	



ATTN: Jeff Tapia
Date: 7/21/2026
To: City of Moriarty
Phone: 505-227-6866
Fax:

Job Name: Holiday St Sewer Repair
Job Location: Moriarty, NM

Earthwork • Utilities: Sewer, Water, Storm, Gas, Pipe Bursting • Concrete • Paving • Treatment Plants • Plumbing & HVAC

SCOPE OF WORK:

Pipe burst from manhole located near Henry St to manhole North of Aubrey Ave (750 LF), reconnect 2 sewer services, and remove and replace approximately 50 SY of asphalt.

BID ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ADDITIONS					
	PIPE BURST 750' (SWPS)	750	LF	\$157.53	\$118,147.50
	SERVICE CONNECTION (SUB)	2	Each	\$4,938.31	\$9,876.62
	REMOVE & REPLACE ASPHALT (PIPE BURST)	50	SY	\$154.72	\$7,736.00
	POST CCTV & CLEAN 750'	750	LF	\$12.43	\$9,322.50
	REMOVE & REPLACE 8' MANHOLE	1	Each	\$18,774.91	\$18,774.91
	MOBILIZATION (PIPE BURST)	1	LSU	\$23,397.42	\$23,397.42
Total Added:					\$187,254.95
NMGRT 7.9375%					\$14,863.36
Grand Total					\$202,118.31

Final Total: \$202,118.31

ACKNOWLEDGED ADDENDA:

Due to the instability in the construction materials market, material prices are valid only for thirty (30) days after the date of this proposal. All materials will be subject to re-pricing at the time of shipment. Material availability is not guaranteed and subject to change without notice. Please notify us of any unaccepted items as this will affect pricing.

This estimate was prepared without the benefit of approved plans, specifications, or soils report.

All Bid Items, Quantities, and Prices are subject to review and change upon receipt of the approved construction drawings.

Owner to be responsible for obtaining approved drainage plan if required.

TLC Plumbing and Utility will not be responsible for:

- a): proper drainage on areas where planned or as-built site slope is less than 1%.
- b): damage to utilities which are not placed at proper depths below subgrade elevations.
- c): reconditioning of subgrade or removal of mud caused by inclement weather or other sources of moisture beyond our control.
- d): compaction of utility trenches or other excavations not backfilled by us.

NM DEPT OF LABOR REGISTRATION NUMBER 0191742011629

TOTAL CONSTRUCTION ESTIMATE: **\$202,118.31**

WAGE DECISION:

BID DATE: 7/21/2026

NOTICE: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.
Payment will be made as follows:
Upon completion of the work or on a monthly schedule, whichever is sooner.
Acceptance proposal---the above prices, specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment to be made as outlined above.
If accepted, this proposal will become a part of the contract documents.

Authorized by: **Wyatt Robinson**

E-mail: wrobinson@spearandd.com

USE CALL WITH QUESTIONS: **(505) 318-8370**

Accepted by: _____

Date of Acceptance: _____

NOTE: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 10 days of original date quoted.

FINANCE CHARGES

1.5% per month (18% per annum) service charge on past due accounts



ATTN: Jeff Tapia
Date: 8/27/2026
To: City of Moriarty
Phone: 505-227-6866
Fax:

Job Name: Holiday St Sewer Repair
Job Location: Moriarty, NM

Earthwork • Utilities: Sewer, Water, Storm, Gas, Pipe Bursting • Concrete • Paving • Treatment Plants • Plumbing & HVAC

SCOPE OF WORK:

Remove and replace 750 LF of sewer line, remove and replace 3 manholeS, reconnect existing services, and remove and replace 850 SY of asphalt.

BID ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ADDITIONS					
	TR, BF, & LAY SEWER LINE	750	LF	\$89.46	\$67,095.00
	REMOVE & REPLACE 8' MANHOLE	3	Each	\$18,774.91	\$56,324.73
	SERVICE CONNECTION	2	Each	\$2,432.00	\$4,864.00
	REMOVE & REPLACE ASPHALT (OPEN TRENCH)	850	SY	\$65.00	\$55,250.00
	POST CCTV & CLEAN	750	LF	\$12.43	\$9,322.50
	MOBILIZATION (OPEN TRENCH)	1	Each	\$28,500.00	\$28,500.00
Total Added:					\$221,356.23
NMGRT 7.9375%					\$17,570.15
Grand Total					\$238,926.38

Final Total: \$238,926.38

ACKNOWLEDGED ADDENDA:

Due to the instability in the construction materials market, material prices are valid only for thirty (30) days after the date of this proposal. All materials will be subject to re-pricing at the time of shipment. Material availability is not guaranteed and subject to change without notice. Please notify us of any unaccepted items as this will affect pricing.

This estimate was prepared without the benefit of approved plans, specifications, or soils report.
All Bid Items, Quantities, and Prices are subject to review and change upon receipt of the approved construction drawings.
Owner to be responsible for obtaining approved drainage plan if required.

TLC Plumbing and Utility will not be responsible for:

- proper drainage on areas where planned or as-built site slope is less than 1%.
- damage to utilities which are not placed at proper depths below subgrade elevations.
- reconditioning of subgrade or removal of mud caused by inclement weather or other sources of moisture beyond our control.
- compaction of utility trenches or other excavations not backfilled by us.

NM DEPT OF LABOR REGISTRATION NUMBER 0191742011629

TOTAL CONSTRUCTION ESTIMATE: **\$238,926.38**

WAGE DECISION:

BID DATE: 8/27/2026

NOTICE: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.
Payment will be made as follows:
Upon completion of the work or on a monthly schedule, whichever is sooner.
Acceptance proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment to be made as outlined above.
If accepted, this proposal will become a part of the contract documents.

Authorized by Wyatt Robinson

E-mail: wrobinson@speardnm.com

USE CALL WITH QUESTIONS: **(505) 318-8370**

Accepted by _____

Date of Acceptance _____

NOTE: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 10 days of original date quoted.

FINANCE CHARGES

1.5% per month (18% per annum) service charge on past due accounts

Customer:**Operations Bid**

October 8, 2026

City of Moriarty**Wastewater System Operations****201 Broadway Street****Moriarty, NM 87035**

Service	Description	Total
Monthly operations and assistance with maintenance of wastewater system	Includes: • Four visits per month • Routine operations and maintenance • System monitoring including liquid levels, and reading required for proper operations • Quarterly reporting to NMED as required to ensure compliance with discharge permit. • Compliance sampling, analysis and record keeping as required by State, County, and Federal oversight • Work with City of Moriarty to identify and prioritize improvements • Updating and create standard operating procedures • Provide NMED certifications	Routine O&M of water system \$1500/month Work performed outside the scope of O&M \$75/hr. Emergency call outs \$100/hr.
Dave Hammond 22 Juanito Ave. (S) Moriarty, NM 87035		Monthly Total \$1500.00

For questions or concerns, please call Dave to 505-544-9634

AGENDA ITEM NO: _____



CITY COUNCIL AGENDA BRIEF ITEM REQUEST FORM

This form is to request an item to be considered by the City Council. It must be received by the City Clerk's Office ***no later than 12:00 noon on the Wednesday of the week prior to the Regular City Council meeting*** you are requesting to be scheduled for.

Regular City Council meetings are held on the 2nd and 4th Wednesday of the month at 6:30 p.m. in the Council Chambers at the Moriarty Civic Center located at 202 Broadway Street (S).

- **DATE SUBMITTED:** 10/7/26
- **NAME OF EMPLOYEE MAKING REQUEST:** Jeff Tapia
- **DEPARTMENT MAKING REQUEST:** Public Works
- **CONTACT PHONE NUMBER:** 505-832-6658
- **DATE OF THE COUNCIL MEETING:** 10/14/26
- **ITEM WILL BE PRESENTED BY:** Jeff Tapia
- **APPROXIMATE TIME NEEDED:**

1. **IS THIS AN ACTION ITEM?** YES X NO _____

2. **SPECIFIC ACTION YOU ARE REQUESTING FROM COUNCIL:**
(PROVIDE SPECIFIC LINE ITEM, AMOUNTS AND OTHER INFORMATION FOR COUNCIL)

Line Item: 503-6005-51020 Amount \$ _____

Request to advertise for hire for a Level 3 Waste-Water Operator

3. **PLEASE ATTACH ALL SUPPORTING DOCUMENTATION TO BE
DISTRIBUTED TO GOVERNING BODY TO THIS REQUEST.**



**STATE OF NEW MEXICO
RESOLUTION NO. 26-27-10**

**A RESOLUTION ACCEPTING AND AUTHORIZING THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION CAPITAL OUTLAY GRANT AGREEMENT FOR PROJECT C5263245**

WHEREAS, the City of Moriarty (the “City”) is a municipal corporation and political subdivision of the State of New Mexico and is authorized to accept and administer grants for public purposes;

WHEREAS, the Laws of 2026, Senate Bill 240, Chapter 71, Section 53, Subsection 106, appropriated funds to the New Mexico Department of Transportation (“NMDOT”) for a capital appropriation project;

WHEREAS, NMDOT has made available to the City a capital outlay grant identified as Project No. C5263245, Appropriation ID K3245, Control No. HW2C5263245, in an amount not to exceed Five Hundred Ten Thousand Dollars (\$510,000.00);

WHEREAS, the purpose of the appropriation is to perform traffic studies on the west and central interchanges on Interstate 40 between mileposts 194 and 199 in Moriarty, Torrance County, New Mexico;

WHEREAS, the appropriation has a reversion date of June 30, 2030, and the City desires to accept the grant and comply with the terms and conditions of the NMDOT Capital Outlay Grant Agreement;

WHEREAS, the Governing Body finds that acceptance of the grant and completion of the Project serve a valid public purpose and are in the best interests of the City of Moriarty.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MORIARTY, NEW MEXICO, THAT:

1. The City hereby accepts the New Mexico Department of Transportation Capital Outlay Grant for Project No. C5263245, Appropriation ID K3245, in an amount not to exceed \$510,000.00, subject to the terms and conditions of the grant agreement.
2. The Mayor is authorized to execute the grant agreement and any related documents necessary to accept and administer the grant on behalf of the City, and the City Clerk/Treasurer is authorized to attest, certify, submit, and maintain documents required for administration of the grant.
3. City staff are authorized and directed to take all actions reasonably necessary to administer the Project, including compliance with applicable procurement, expenditure, reporting, audit, and grant requirements.
4. Grant funds shall be used only for the purposes authorized by the appropriation and grant agreement, including traffic studies on the west and central interchanges on Interstate 40 between mileposts 194 and 199 in Moriarty, Torrance County, New Mexico.
5. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Moriarty, New Mexico, on this 14th day of October 2026.

Steve Anaya, Mayor

ATTEST:

Emily Sanchez, City Clerk/Treasurer

(SEAL)

Contract Number: _____
Vendor Number: 0000054510
Control Number: HW2C5263245

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Moriarty, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2026, SB240, Chapter 71, Section 53, Subsection 106, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. C5263245 ("Project")**, Appropriation ID **K3245**, Reversion Date **6/30/2030 ("Reversion Date")**. Laws of 2026, Chapter 71, Section 53, Subsection 106, (Five Hundred Ten Thousand Dollars and No Cents) **(\$510,000)**, to perform traffic studies on the west and central interchanges on interstate 40 between mile posts 194 and 199 in Moriarty in Torrance county. .
- B.** Grantee's total reimbursements shall not exceed Five Hundred Ten Thousand Dollars and No Cents, **(\$510,000) ("Appropriation Amount")** minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, , which equals ("**Adjusted Appropriation Amount**").
- C.** 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A.** Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and

approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Moriarty
Name: Steve Anaya
Title: Mayor
Address: P.O. Box 130, Moriarty, New Mexico 87035
Email: mayoranaya@moriartynm.gov
Telephone: 505-832-4406

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-477-1765

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.

- iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
 - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
 - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
 - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger

the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and

- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

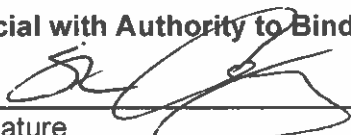
Date

(Print Name)

(Title)

APPROVED BY GRANTEE: City of Moriarty
Entity Name

Official with Authority to Bind Grantee:



Signature

STEVEN ANAYA

(Print Name)

MAYOR

(Title)

9-28-26

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

Legal Counsel: (OPTIONAL)

Signature

(Print Name)

(Title)

Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip _____
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

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

ASD Officer

Date

Division Grant Manager

Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

Third Party Obligation Amount: _____

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): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

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: _____

Title: _____

Signature: _____

Date: _____

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.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

Project Budget Worksheet

Detailed Expected Future Plans
DATE:[illegible]

Demanded Proportional Pledge
Dear

[illegible]

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Moriarty shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Moriarty shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



Submission from Agenda Item Request Form form

From City of Moriarty <cityofmoriartywebforms@lobo.net>

Date Tue 10/6/2026 12:09 PM

To Jeanette Hendricks <jhendricks@moriartynm.gov>; Emily Sanchez <esanchez@moriartynm.gov>

Agenda Item Request

Contact Information

firstname: Cynthia

lastname: WAITE

orgrepresenting: Moriarty Community Library Board of Trustees

title: Board Chairman

Address:

P.O. Box 116

Moriarty, NM 87035

Please indicate preferred contact method: Email

HomePhone: 5059332047

email: snapdragon4925@gmail.com

Item Information

I respectfully request to be placed on the Agenda for the Regular Council Meeting of: 10-14-2026

My request is as follows: Consideration of the Moriarty Community Library Board of Trustees' recommendation of Debbie Adcock for appointment to the Library Board of Trustees.

Is this an action item?: Yes

Specific action you are requesting: Approval of the appointment of Debbie Adcock to the Moriarty Community Library Board of Trustees for a three-year term ending September 30, 2029.

Presentedby: Cynthia Waite, Library Board Chairman

Approximatetimeneeded: 5 minutes

Item Information

IP Address of person sending form: 23.128.32.102

October 5, 2026

Mayor and Council
PO Box 130
Moriarty, NM 87035

Dear Mayor and Council,

The Moriarty Library Board of Trustees is pleased to recommend Debbie Adcock for appointment to the Board. Her contact information is as follows:

PO Box 1908
Moriarty, NM 87035
620-794-6625

Alexander Costa did not renew his term. Ms. Adcock will be serving a new 3 year term from October 1, 2026 through September 30, 2029.

Thank you.

Sincerely,

Cynthia Waite, Chairman
Moriarty Community Library Board of Trustees

cc: Nicole Sedillo, Interim Library Operations Director

AGENDA ITEM NO: _____



CITY COUNCIL AGENDA BRIEF ITEM REQUEST FORM

This form is to request an item to be considered by the City Council. It must be received by the City Clerk's Office ***no later than 12:00 noon on the Wednesday of the week prior to the Regular City Council meeting*** you are requesting to be scheduled for.

Regular City Council meetings are held on the 2nd and 4th Wednesday of the month at 6:30 p.m. in the Council Chambers at the Moriarty Civic Center located at 202 Broadway Street (S).

- **DATE SUBMITTED: 9-14-26**
- **NAME OF EMPLOYEE MAKING REQUEST: Library**
- **DEPARTMENT MAKING REQUEST: Danielle**
- **CONTACT PHONE NUMBER:**
- **DATE OF THE COUNCIL MEETING: 10-14-26**
- **ITEM WILL BE PRESENTED BY:**
- **APPROXIMATE TIME NEEDED: 5 minutes**

1. **IS THIS AN ACTION ITEM?** YES **X** NO

2. **SPECIFIC ACTION YOU ARE REQUESTING FROM COUNCIL:**
(PROVIDE SPECIFIC LINE ITEM, AMOUNTS AND OTHER INFORMATION FOR COUNCIL)

Approval to hire Erika Hernandez Martinez- Library Director

**PLEASE ATTACH ALL SUPPORTING
DOCUMENTATION TO BE DISTRIBUTED TO GOVERNING BODY TO THIS
REQUEST.**

AGENDA ITEM NO: _____



CITY COUNCIL AGENDA BRIEF ITEM REQUEST FORM

This form is to request an item to be considered by the City Council. It must be received by the City Clerk's Office *no later than 12:00 noon on the Wednesday of the week prior to the Regular City Council meeting* you are requesting to be scheduled for.

Regular City Council meetings are held on the 2nd and 4th Wednesday of the month at 6:30 p.m. in the Council Chambers at the Moriarty Civic Center located at 202 Broadway Street (S).

- **DATE SUBMITTED: 10-7-2026**
- **NAME OF EMPLOYEE MAKING REQUEST: Chief Adan Urbina**
- **DEPARTMENT MAKING REQUEST: Moriarty Police Department**
- **CONTACT PHONE NUMBER: 505-525-8581**
- **DATE OF THE COUNCIL MEETING: 10-14-26**
- **ITEM WILL BE PRESENTED BY: Chief Adan Urbina**
- **APPROXIMATE TIME NEEDED: 15 Minutes**

1. IS THIS AN ACTION ITEM? YES X NO

2. SPECIFIC ACTION YOU ARE REQUESTING FROM COUNCIL:
(PROVIDE SPECIFIC LINE ITEM, AMOUNTS AND OTHER INFORMATION FOR COUNCIL)
- Approval to hire Rico Gutierrez at \$33.80 and hire Jacob Zamora @ \$30.47

Line Item: _____ Amount \$ _____

3. PLEASE ATTACH ALL SUPPORTING DOCUMENTATION TO BE
DISTRIBUTED TO GOVERNING BODY TO THIS REQUEST.



Outlook

Submission from Agenda Item Request Form form

From City of Moriarty <cityofmoriartywebforms@lobo.net>

Date Tue 10/6/2026 10:21 AM

To Jeanette Hendricks <jhendricks@moriartynm.gov>; Emily Sanchez
<esanchez@moriartynm.gov>

Agenda Item Request

Contact Information

firstname: Chris

lastname: Alvarado

orgrepresenting: Moriarty Civic Center

title: Civic Center Manager

Address:

202 Broadway Street South
Moriarty, NM 87035

Please indicate preferred contact method: Work Phone

email: civiccenter@moriartynm.gov

WorkPhone: 5052692658

Item Information

I respectfully request to be placed on the Agenda for the Regular Council Meeting of: 10-14-2026

My request is as follows: Wanting to inform City Council and ask for approval of my intention to host a winter coat drive for the community here at the Moriarty Civic Center

Is this an action item?: No

Presentedby: Chris Alvarado

AGENDA ITEM NO: _____



CITY COUNCIL AGENDA BRIEF ITEM REQUEST FORM

This form is to request an item to be considered by the City Council. It must be received by the City Clerk's Office *no later than 12:00 noon on the Wednesday of the week prior to the Regular City Council meeting* you are requesting to be scheduled for.

Regular City Council meetings are held on the 2nd and 4th Wednesday of the month at 6:30 p.m. in the Council Chambers at the Moriarty Civic Center located at 202 Broadway Street (S).

- DATE SUBMITTED: 10/8/2026
- NAME OF EMPLOYEE MAKING REQUEST: Chief Hart
- DEPARTMENT MAKING REQUEST: Fire Department
- CONTACT PHONE NUMBER: 505-832-4301
- DATE OF THE COUNCIL MEETING: 10/14/2026
- ITEM WILL BE PRESENTED BY: Chief Hart
- APPROXIMATE TIME NEEDED: 10 Minutes

1. IS THIS AN ACTION YES X NO _____
ITEM?

2. SPECIFIC ACTION YOU ARE REQUESTING FROM COUNCIL:

(PROVIDE SPECIFIC LINE ITEM, AMOUNTS AND OTHER INFORMATION FOR COUNCIL)

Approval of Fire Department Incentive Tamara Anderson for achieving IFSAC Fire Instructor I, 3 Step grade increase from \$18.51 to 19.90 to start next pay period.

Line Item: 110-3002-51080 Amount\$ \$4058.00 Anually _____



SUPPORTING DOCUMENTS FORM

DATE: 10/8/2026

NAME: Chief Hart

PRESENTATION: Tamara Certification

DOCUMENTS SUBMITTED: ☒ ☐ YES NO

LIST OF DOCUMENTS ATTACHED: Copied
Below _____

1. IFSAC Certification

STATE OF NEW MEXICO

Fire Marshal Division



29018

Be It Known That

Tamara Anderson

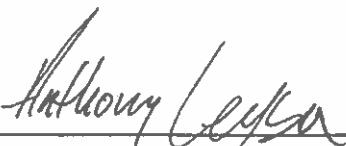
Has Successfully Completed All Requirements
to Become Certified

Fire Service Instructor I

This 14th day of August, 2026

In Accordance With
NFPA 1041, Chapter 4, 2019 Edition





Anthony Leyba, Deputy Fire Marshal



Federico Hernandez, Academy Director



IFSAC Seal # 3818975

New Mexico Department of Homeland Security and Emergency Management

AGENDA ITEM NO: _____



CITY COUNCIL AGENDA BRIEF ITEM REQUEST FORM

This form is to request an item to be considered by the City Council. It must be received by the City Clerk's Office *no later than 12:00 noon on the Wednesday of the week prior to the Regular City Council meeting* you are requesting to be scheduled for.

Regular City Council meetings are held on the 2nd and 4th Wednesday of the month at 6:30 p.m. in the Council Chambers at the Moriarty Civic Center located at 202 Broadway Street (S).

- **DATE SUBMITTED: 9-14-26**
- **NAME OF EMPLOYEE MAKING REQUEST: Emily**
- **DEPARTMENT MAKING REQUEST: Finance and Admin.**
- **CONTACT PHONE NUMBER:**
- **DATE OF THE COUNCIL MEETING: 10-14-26**
- **ITEM WILL BE PRESENTED BY:**
- **APPROXIMATE TIME NEEDED: 5 minutes**

1. **IS THIS AN ACTION ITEM?** YES **X** NO

2. **SPECIFIC ACTION YOU ARE REQUESTING FROM COUNCIL:**
(PROVIDE SPECIFIC LINE ITEM, AMOUNTS AND OTHER INFORMATION FOR COUNCIL)

*Approval hire Finance officer
And advertise for General office clerk*

**PLEASE ATTACH ALL SUPPORTING
DOCUMENTATION TO BE DISTRIBUTED TO GOVERNING BODY TO THIS
REQUEST.**