CITY OF TUCUMCARI, NEW MEXICO

RESOLUTION NO. __2026-34_____

A RESOLUTION AUTHORIZING THE CITY OF TUCUMCARI TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH QUAY COUNTY, NEW MEXICO FOR IN-KIND CONTRIBUTIONS, COLLABORATION, AND LOCAL MATCH COMMITMENT IN SUPPORT OF THE NEW MEXICO OUTDOOR RECREATION DIVISION TRAILS+ GRANT PROGRAM (PHASE 2 PUMP TRACK PROJECT)

WHEREAS, the City of Tucumcari is committed to expanding outdoor recreation, youth wellness, active transportation, and economic diversification for its residents, youth, and regional visitors; and

WHEREAS, the City has successfully completed preliminary engineering and design (Phase 1) for an all-weather, precision-paved asphalt pump track facility located on municipal property along Historic Route 66 and North 7th Street, directly opposite Tucumcari High School; and

WHEREAS, the City is actively preparing and submitting a capital construction application under Phase 2 of the State of New Mexico Economic Development Department, Outdoor Recreation Division (ORD) Trails+ Grant Program (Tier 2 Regional Projects); and

WHEREAS, the State of New Mexico ORD Trails+ Grant guidelines encourage intergovernmental collaboration, regional partnerships, and permit documented non-cash in-kind contributions to satisfy required local matching fund thresholds; and

WHEREAS, Quay County possesses specialized heavy road equipment, operators, and personnel, and has agreed to provide valuable in-kind equipment and earthwork support—estimated at approximately 55 hours of site preparation, grading, excavation, and hauling valued in accordance with state-approved equipment schedules and New Mexico Department of Workforce Solutions prevailing wage rates totaling $6,500; and

WHEREAS, the governing body of the City of Tucumcari recognizes that formalizing this intergovernmental partnership through a Memorandum of Understanding significantly enhances the competitive scoring and regional impact of the City's Trails+ Phase 2 grant application.

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

- **1. Approval and Authorization:** The City Commission of the City of Tucumcari hereby approves entering into a Memorandum of Understanding (MOU) with Quay County, New Mexico to formalize mutual collaboration, operational coordination, and in-kind matching contributions in support of the Route 66 Pump Track Project (Phase 2 Trails+ Grant).
- **2. In-Kind Match Commitment:** The City formally accepts Quay County's committed in-kind equipment and labor support, valued according to applicable NMDWS prevailing wage rates and

approved equipment rental schedules, to fulfill the non-state local matching requirements of the Phase 2 Trails+ Grant.

- **3. Execution of Documents:** The Mayor is hereby authorized and directed to execute the Memorandum of Understanding with Quay County, New Mexico, and the City Clerk is authorized to attest to the Mayor's signature.
- **4. Implementation:** The City Manager and Community Development Director are authorized to take all appropriate administrative actions necessary to implement the agreement, coordinate project operations, and compile all necessary match documentation required by the New Mexico Outdoor Recreation Division.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the City of Tucumcari, New Mexico, this 22 day of September, 2026.

CITY OF TUCUMCARI, NEW MEXICO

Marcella Willis, Mayor

ATTEST:

Angelica M. Gray, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TUCUMCARI, NEW MEXICO

AND

QUAY COUNTY, NEW MEXICO

REGARDING COLLABORATION AND IN-KIND SUPPORT FOR THE ROUTE 66 PUMP TRACK PROJECT – PHASE 2

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a partnership between the **City of Tucumcari** (hereinafter referred to as the "City") and **Quay County, New Mexico** (hereinafter referred to as the "County") in support of the **Route 66 Pump Track Project – Phase 2.**

The purpose of this MOU is to document Quay County's support for the Phase 2 construction of the pump track through the provision of **in-kind equipment, equipment operators, and County labor** for site preparation and earthen work.

This MOU does not require Quay County to provide direct financial funding for the project. The County's contribution will be provided through in-kind use of County equipment and personnel, subject to equipment availability, County authorization, and applicable County policies and requirements.

II. PROJECT BACKGROUND & LOCATION

The City of Tucumcari is developing the **Route 66 Pump Track** as part of the Tucumcari Skate Park/Pump Track project located on City property along Historic Route 66 and North 7th Street, directly opposite Tucumcari High School.

The City has completed Phase 1 engineering and design for the project. Phase 2 includes construction of the pump track and associated site improvements, including site preparation, earthen work, grading, drainage improvements, asphalt paving, safety features, accessibility improvements, and related construction activities.

The complete facility is intended to provide a safe, inclusive recreational opportunity for youth, families, residents, regional visitors, and traveling athletes.

III. ROLES AND RESPONSIBILITIES

A. The City of Tucumcari agrees to:

1. **Project Coordination:** Coordinate and oversee the Phase 2 construction project, including scheduling, engineering requirements, contractor coordination, and applicable inspections.
2. **Site Preparation Coordination:** Coordinate with Quay County regarding the timing and scope of County equipment and labor needed for site preparation and earthen work.
3. **Construction Management:** Coordinate the County's in-kind work with the overall construction schedule and the project's engineering and construction requirements.
4. **Facility Ownership and Maintenance:** Retain ownership and responsibility for the completed Route 66 Pump Track and provide ongoing municipal maintenance and operation of the facility.
5. **Documentation:** Maintain appropriate documentation of Quay County's in-kind contributions, including equipment used, equipment hours, labor hours, dates of service, and applicable rates.

B. Quay County agrees to:

1. **In-Kind Equipment Support:** Subject to equipment availability and County authorization, provide the use of County equipment for site preparation and earthen work associated with Phase 2 construction. Anticipated equipment may include:
    - Dump truck(s);
    - Backhoe;
    - Loader;
    - Motor grader/fixed-blade grader; and
    - Other appropriate County equipment as mutually agreed upon.
2. **In-Kind Labor and Equipment Operators:** Provide County personnel and equipment operators, as available and authorized, to operate County equipment and perform or assist with site preparation, excavation, hauling, grading, earthmoving, and related earthen work.
3. **Project Coordination:** Coordinate with the City regarding the anticipated schedule, equipment requirements, and scope of the County's in-kind work.
4. **Documentation of Contributions:** Provide the City with reasonable documentation of County equipment and labor contributions, including equipment hours, labor hours, dates of service, and other information necessary to document the value of the County's in-kind contribution.
5. **No Direct Financial Commitment:** The County's support under this MOU is an in-kind contribution and does not constitute a commitment by Quay County to provide direct monetary funding for the project.

IV. VALUATION OF IN-KIND CONTRIBUTIONS

The parties anticipate that Quay County's contribution will consist of **County equipment, equipment operators, and County labor** associated with site preparation and earthen work.

For purposes of documenting the value of in-kind contributions, labor shall be valued according to the applicable **New Mexico Department of Workforce Solutions (NMDWS) Prevailing Wage Rates** for heavy construction / equipment operators. The use of heavy equipment shall be valued according to the applicable **New Mexico Department of Transportation (NMDOT) Equipment Rental Rates** or the standard **FEMA Schedule of Equipment Rates** in effect at the time the work is performed.

Equipment / Labor Classification	Machine Hourly Rate	Operator Hourly Rate	Combined Hourly Rate	Est. Hours	Total In-Kind Match Value
Motor Grader + Finish Blade Operator	$110.00	$38.00	$148.00	20 hrs	$2,960.00
Loader / Backhoe + Operator	$75.00	$35.00	$110.00	20 hrs	$2,200.00
Dump Truck + Driver	$65.00	$28.00	$93.00	15 hrs	$1,395.00
Total Estimated In-Kind Contribution				**55 hrs**	**$6,500.00**

The value of the contribution will be based upon the **actual equipment usage and actual labor hours** and the applicable rates in effect at the time the work is performed.

Where more than one applicable labor classification or rate applies, the corresponding NMDWS rate will be used for the work performed. The parties will not establish an arbitrary average rate where a specific applicable classification can be identified.

The City and County may maintain a separate record of the following:

Actual values may be adjusted based upon the equipment and labor provided and the applicable rates in effect when the work is performed.

V. TERM AND TERMINATION

Term: This MOU shall take effect upon the date of final signature by both parties and shall remain in effect for a period of **five (5) years**, unless terminated earlier in accordance with this section.

Modification: This MOU may be amended or modified only through a written document signed by authorized representatives of both parties.

Termination: Either party may terminate this MOU upon thirty (30) days' written notice to the other party.

VI. PUBLIC ACCESS AND NON-DISCRIMINATION

The City intends for the Route 66 Pump Track to operate as a public recreational facility accessible to residents and visitors.

The parties agree that activities undertaken pursuant to this MOU shall be conducted in accordance with applicable federal, state, and local laws and regulations, including applicable nondiscrimination and accessibility requirements.

VII. NO FINANCIAL OBLIGATION

This MOU is intended to document cooperation and in-kind support between the City and Quay County.

Nothing in this MOU shall be construed as creating a financial obligation or debt of Quay County. Any expenditure of County funds or commitment of County resources beyond the in-kind contributions described in this MOU shall require separate authorization by the appropriate County authority and compliance with applicable law.

VIII. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.

CITY OF TUCUMCARI, NEW MEXICO

Mayor:

Marcella Willis Marcella Willis

Date: Sept 22, 2026

ATTEST:

City Clerk:

Angelica M Gray Angelica M. Gray

Date: 09-22-26

QUAY COUNTY, NEW MEXICO

Board of County Commissioners:
Quay County, NM

BY: _____

Date: _____

ATTEST:

County Clerk: _____

Date: _____