



BOARD OF COUNTY COMMISSIONERS OF MORA COUNTY

Special Meeting – January 21, 2025 – 4:30 p.m.

Mora David Cargo Library NM 518 Mora, NM - Northern Area Workforce Development Board Santa Fe, NM

1. Call to Order

Chairman George Trujillo called the meeting to order at 4:30 p.m.

2. Pledge of Allegiance and Salute to the Flag of the State of New Mexico

All in attendance recited the Pledge of Allegiance and saluted the Flag of the State of New Mexico.

3. Roll Call

County Clerk Vivian Trujillo polled the board: **Commissioner George A. Trujillo** – Present (Santa Fe); **Commissioner John H. Trujillo** – Present (Santa Fe); **Commissioner Veronica M. Serna** – Present (Library). A quorum is present.

4. Approval of Agenda

Interim County Manager Joseph Weathers recommended approval of the agenda as presented. **Commissioner J. Trujillo** made a motion to approve the agenda as recommended by the Manager. **Commissioner V. Serna** seconded the motion. **Attorney Cruz** stated this meeting was scheduled with the thought that now that Wilson and Company has been engaged as Disaster Recovery Consultants on a short term basis, it would be helpful to get everybody together so that they can get moving on the projects that need to be put out to bid. The issue with this is that it's the New Mexico County's Legislative Conference which posed a bit of a scheduling issue. So, for that reason, the meeting is scheduled out of the Library in Mora County and the alternative location, via virtual means, which is allowed pursuant to your Open Meeting Act resolution, is here in Santa Fe, Northern Area Workforce Development Board (525 Camino de los Marquez, Santa Fe, NM). Chair G. Trujillo, Vice Chair J. Trujillo and Interim Manager Weathers are participating in the meeting in Santa Fe. Commissioner V. Serna, and Deputy Manager Clarence Aragon are participating in the meeting at the Mora Library.

Commissioner G. Trujillo stated all *in favor on a roll call vote*: **Commissioner V. Serna** – yes; **Commissioner J. Trujillo** – yes; **Commissioner G. Trujillo** – yes. *Motion carried.*

5. Discussion with Wilson and Company regarding pending SB6 Road Projects and other Public Assistance Related Projects

Commissioner G. Trujillo and **Commissioner J. Trujillo** discussed the urgency to use Senate Bill 6 funds for road repairs, the need for immediate action and accountability, and the importance of repairing the roads for the community.

The individuals participating from the Santa Fe location: Mora County Attorney and Subcontractor with Singleton Schreiber, Tina Cruz, Mora County Project Manager, Geno Maes, Mora County Road Superintendent, John Romero, Managing Partner with Singleton Schreiber, Brian Colon, Alliance Group, Robert Bennet, Joseph Cruz, Joey Sedillo, Michael Martinez, Jerome Martinez, Mora County Manager Joseph Weathers, DHSEM Gregory Gentles, Job Kudit, Wilson and Company Mike Guerin, Senior Vice President Edward Cordova, Senior Project Manager, Armando Armendariz, Senior Project Manager, (Participating Via Zoom as follows) Congresswoman Leger Fernandez's Field Representative, Victoria Martinez, Mora County Clerk, Vivian Trujillo, Chief Procurement Officer Mora County, Adelita Encinias, (Participating from

Mora Library) Commissioner Veronica Serna, Deputy Manager Clarence Aragon, Road Administrative Assistant Monica Mondragon.

Gregory Gentles discussed the five projects that are identified that were impacted by the burn scar from the fire. The initial estimate put all projects at roughly \$40 million. The roads are A023, Canada del Carro, B014, La Morada and B019C, Agua Fria. Ongoing discussions took place regarding mitigation, road material, and the importance of following Federal rules. Having a meeting with Wilson and Company and Alliance to determine the final work to ensure the information is accurate before putting the work out to bid.

Attorney Cruz recommended clarifying next steps for Wilson and Company, emphasizing that design-build is not an option and change orders will be necessary. Cruz then raised concerns about the \$41 million in loans received by Mora County through DFA. These funds are divided among five separate loans, and the original project definitions were inadequate. The individual loan amounts are Loan 1 - \$9,985,404; Loan 2 - \$7,614,994; Loan 3 - \$9,101,555; Loan 4 - \$3,107,345; and Loan 5 - \$11,350,958.63, totaling \$41,160,256.63. Critically, the loan agreements do not specify which roads each loan covers. This raises a significant issue: if a project like A023 (Canada del Carro) is estimated to cost \$8 million but is tied to a \$3 million loan, how can the County proceed? This lack of clarity needs to be addressed before Wilson and Company move forward.

Gregory Gentles stated the monies that were associated with the projects have been identified, I cross referenced them on a spreadsheet that was sent out. Embedded within the loan itself is the repair in-kind plus mitigation. There are actually two funds of money within that one project, but the money was sent directly to the County in their coffer. The Federal Government is going to also send the money to the State. So, you'll have that pool of money in two different places. You'll have it in your account to do the job, and you'll have it in the State also. So, whenever you have your receipts, you paid out, you submit that to the State, and the State will give you back that money. The money is there for you to utilize, to start to do the engineering, and design, and the State will have the other portion of that money sitting there already. So, when you submit your request for reimbursement to the state, we'll give you the money back and it'll go back in your account. The change orders as an example with the stuff that they found that I don't have, I'm going to version those projects to include the increase for that money. So that increase will not happen on your account, but it'll happen on the State's account. We will have that money sitting there, and that is my job to make sure that the scope and cost are identified. We tell the Government you need to put the money over here. So, whenever you're ready to go, we will have it, and there's increment to it. You have the design phase, if you have to pay an engineer, there's money set aside for that. The scope, when you put it out to bid and you pay, you can do 50%, 25%, 25% if you want to break it down. I can't tell you how to pay out in increments. It could be done in that matter, but you could request all your expenditure to the State as you need it in lieu of the money being sitting in your account, so you don't even have to touch it.

Attorney Cruz asked for clarification on payments and reimbursements. The County received \$41 million that's sitting of the State Treasurer's LGIP account. Once these projects are put out to bid, the County is going to utilize those funds in order to pay the contractor. And then it's going to be submitted to FEMA so that FEMA can reimburse the County. But that money, as you said earlier, is already with DHSEM. Mora County is the sub recipient, we'll send the request to DHSEM as the recipient for reimbursement, but once that money comes back to the County, the County has to send that money immediately, within 30 days, to DFA so that you can pay back those loans. So, I just want to be clear, when you were saying earlier that you're going to get

reimbursed twice, really the County is not going to get paid twice, that's not money for the County's use or benefit. It's money for you to pay back DFA.

Ongoing discussion took place regarding clarification of how reimbursement will work.

Gregory Gentles emphasized that funds cannot be pre-deposited into the County's account because the state will retain them until expenditure is made. The additional funds (e.g., the variance between the initial \$3 million and the actual \$8 million project cost) will be held by the state until the County demonstrates payment. This is a reimbursement process, requiring the County to initially cover the costs. While the state will eventually provide additional funds (the \$5 million difference in this example), they will only do so upon receiving proof of payment (cancelled checks, receipts, invoices). This reimbursement model applies to all projects in PA.

Attorney Cruz stated what form of agreement is the State of New Mexico going to enter into with Mora County to ensure that that gap is going to be properly funded? I'm looking at \$41 million if once all of these projects have been properly scoped, we're talking about \$80 million. There's a \$39 million gap correct. The County is going to be putting these projects out to bid. We have your assurance today in this meeting that the money will be there. The lawyer in me, however, wants to make sure that my County is properly protected, and the additional funds are not only identified by the meeting, but it's been memorialized in writing that the County is going to be able to avail itself of that additional funding that is currently not identified by way the DFA agreements.

Gregory Gentles acknowledged the County will have financial exposure due to the estimated project scope and costs exceeding the initial loan amounts. While the County can use existing funds (including interest earned) to manage initial project expenses, exposure is unavoidable, especially towards the end. This is inherent in the PA recovery reimbursement process. The only exception is the notice of loss submitted to the claims office. However, one potential workaround is to request advance funding from the state for engineering costs, reducing the County's initial out-of-pocket expenses. This is not a guarantee, but a possibility. Even with this strategy, some level of exposure will remain, even if funds are shifted between projects. Gentles couldn't quantify the exact amount, but given the project sizes, it's likely to be over a million dollars.

Attorney Cruz suggested a meeting with DFA regarding the next steps so there's not a breach of contract on these five projects and to ensure understanding as to which roads fall under each loan. Ongoing discussions took place between Mr. Gentles and Mr. Martinez regarding whether or not assessments were received.

Commissioner G. Trujillo asked for a motion to enter a 15-minute break. **Commissioner J. Trujillo** made a motion to enter a 15-minute break. **Commissioner G. Trujillo** seconded the motion. *All in favor. Motion carried.* The time is 5:44 p.m. Open session will resume at 6:00 p.m.

Commissioner G. Trujillo asked for a motion to reconvene regular session after a break.

Commissioner J. Trujillo made a motion to reconvene regular session. **Commissioner V. Serna** seconded the motion. *All in favor. Motion carried.* The Commission reconvened regular session at 6:05 p.m.

The Commission continued with item number 5.

Wilson and Company representative stated their immediate priority is receiving all existing project data to avoid redundant work. They want a "data dump" of all information gathered to date. Their team plans to review this data with Mr. Romero and conduct site visits to verify its accuracy. They also intend to perform LiDAR scans of the roads, as the existing LiDAR data may

not be sufficient for design purposes, particularly regarding culvert surveys. Finally, they inquired about required environmental clearances, suggesting a categorical exclusion for improvements within previously disturbed areas, but seeking clarification from Mr. Gentles on the specific requirements.

The discussion continued regarding what improvements can be made to the roads, drainage, culverts, the timeline of projects and the need for obtaining easement and the importance of easement if emergency vehicles need to travel the roads.

Wilson and Company representative requested the County provide priority roads so the roads can be reviewed, and so repairs can take place.

The discussion continued regarding scheduling another meeting.

Attorney Cruz stated what do you all need at DHSEM that needs to be presented to FEMA? the current designations with the updated map, as Robert just indicated?

Gregory Gentles explained the importance of cross-referencing road names, even old or informal ones. While official names are required for federal claims, knowing alternate names is crucial because field workers and invoices may use them. This cross-referencing ensures all paperwork, regardless of the name used, is correctly attributed to the intended road. Gentles acknowledged the common issue of rural roads having multiple or changing names, often based on past residents. The goal is to link all invoices, costs, and scopes of work back to the original damage inventory and official road name for accurate tracking.

Commissioner G. Trujillo stated so if Alliance is going to be working with Wilson and Company, who is going to be paying them? The County, I guess because we need the information Michael has.

Attorney Cruz stated the reason why Brian Colons firm, Single and Schreiber retained Alliance was to go out in the field and to come up with estimates for purposes of the proof of loss. They have done that, and relying upon that information, Singleton Schreiber has already submitted partial proof of loss related to the roads to FEMA. So, their task has already come to conclusion as it relates to the retention for which Brian's firm intended to hire them, they now have very specific information that can serve to benefit the County that is distinct from that initial retention. No other firm in the State of New Mexico has that information, so I think it would be appropriately identified as a Sole Source procurement, and that would probably be the way to move forward. But of course, Procurement Officer Adelita will need to be engaged in that dialog.

Brian Colon stated that work product of Alliance belongs to us, bottom line. When you say you're going to pay Alliance for their work, keep me in mind when you're having that conversation, because, quite honestly, that's not Alliance's to sell. They're our expert in terms of the projections that we've placed with FEMA for proof of loss. We're also talking about Wilson and Company now being hired to run that claim through the PA process. That's not part of our work, but you want to use my work to advance the PA claim. I'm not telling you can't. I'm just saying, please make sure I'm part of that conversation, because Crystal and I need to find a path forward to make sure we're serving you as the County, that we're part of the conversation, but that everybody's being treated fairly on what we've invested in this project. Wilson and Company has no idea this background, so this is the first they're hearing of it. So, I just am saying, for the purposes of all the stakeholders around this table, let's just set the story straight when you say we're going to include them on the procurement process, because they got the information. There's another component there that we need to remember as we go forward.

Crystal stated we're not here to fight necessarily with Greg and the work he is doing. He's doing what he's supposed to do to advance your claims. We just happen to disagree. I think the County

probably does too, that you shouldn't have to go through the PA process and deal with these reimbursement issues and putting up the money and the long timelines. You know that he's already discussed with you guys tonight, the six to eight weeks additional work, these kinds of things, we think it's more appropriate for you guys to go through the Claims office for it's just giving you compensation. You can do what you want with it. Greg, we've had this discussion a couple of times, but that's kind of what Brian is saying. We're just clarifying that the issue is how they're applying the Act that established, the Hermit's Peak Calf Canyon Fire Assistance Fund. We don't think that it should have been applied this way, where they're forcing you to go through the PA process when they set up a fund for all victims, where you just get compensated. We're just disagreeing on how that's applied, and that's why that lawsuit was filed. We're not necessarily disagreeing with how Greg is doing his job, or how they're attempting to facilitate you to go through that process right now, because you're required to right now.

Attorney Cruz clarified that neither Mr. Martinez nor Singleton Schreiber intends to withhold information. However, the level of support required by Wilson and Company goes beyond what Mr. Martinez's team was originally hired for. While they generously participated in past meetings, a more formal arrangement is needed. The key issue is who will pay Mr. Martinez's team for answering Wilson and Company's questions and providing support in understanding the existing data. Edward indicated that Wilson's funding cannot be used for this purpose due to potential bidding conflicts. Therefore, the County needs to explore funding options without compromising future procurement processes. This support is for explaining existing work, not conducting further assessments. A strict firewall will be established after the data explanation, preventing any further communication that could compromise the bidding process. Cruz believes that because Alliance (Mr. Martinez's team) already possesses key information, further engagement under a sole-source contract for data explanation wouldn't create an unfair advantage. She suggested a closed session to discuss these issues and an independent conversation with Wilson and Company to address any potential concerns about a compromised procurement process.

6. Discussion/Action: Direction to Wilson and Company regarding next steps to proceed with SB6 Road Projects and other Public Assistance Related Projects

Attorney Cruz stated the first item that I have on my list is to get that contract cleaned up. I think it requires a meeting with Wilson and Company, and Mora County's management team and Adelita, so that the contract can be finalized. Then there's the question about potentially Sole Source contract with Alliance for the very discrete task of explaining the data that they compiled to Wilson and Company so that Wilson and Company can then put that data to use. I think that the main priority between now and the next meeting that you could have next week is to finalize the contract with Wilson and Company, so that you have that for your consideration. I think it would be helpful just to have you vote on it, to approve it. I think that for purposes of the contract, Chairman, you know, one thing that was reflected in the prior contracts that were circulated by Wilson and Company is they identified specific roads. I do think it would be helpful, and you can correct me if I'm wrong, Edward, that you wanted to walk away from today's meeting with a better understanding regarding which roads they want you to focus on, because you may be building those contracts around those specific roads. So, with that in mind, I think it would be helpful for the purposes of today's meeting, as it relates to the direction that you're providing, is identifying a list of roads that Wilson and Company can then utilize for purposes of these contracts.

Commissioner G. Trujillo discussed the priority roads. (Many roads were discussed; it was hard to distinguish which were the final roads as the recording was muffled and many roads were identified that were not the intended roads).

Ongoing discussion took place regarding gaining further clarification of the five projects and the concerns of if the funding will be there for reimbursement.

Commissioner G. Trujillo asked for a motion to table item 6. **Commissioner J. Trujillo** made a motion to *table* item 6. **Commissioner V. Serna** seconded the motion. *All in favor. Motion carried.*

7. **Discussion/Action: Authorizing signatures for DWI Grant between NMDOT and MCSO Interim Manager Weathers** recommended approval. **Commissioner J. Trujillo** made a motion to approve. **Commissioner V. Serna** seconded the motion. **Attorney Cruz** stated NMDOT circulates its contracts electronically for signature. I've had an email asking for my signature, and according to the Sheriff, my signature is required first, and then, once legal has signed off, it's then going to be presented to the Sheriff. As I understand it, the Manager for signature as well. I informed the Sheriff that I wasn't going to sign anything until it was first presented to you. It's a standard agreement that you've seen in past years. Essentially, it's to help fund DWI prevention type activities. There's also a program called buckle up. And then there's a third program. They're nominal amounts of approximately \$6,000 if not less, but you need to have this agreement in place so that you can receive that funding through September 30, 2025; it's standard agreement. I didn't see anything in there that was problematic. So, if you authorize signature, I'll sign off on it electronically today, and then it'll be conveyed to the Sheriff and the Manager for additional signature as required. **Commissioner G. Trujillo** stated *all in favor. Motion carried.*

8. **Closed Session: Threatened and Pending Litigation Involving HPCC Claim and Federal Litigation (Singleton Schreiber)**

Commissioner G. Trujillo thanked everyone for their participation and requested weekly meetings. Mr. Weathers, Tina, Brian, Kristy, and Clarence will be joining us in closed session.

Commissioner J. Trujillo made a motion to enter executive session. **Commissioner V. Serna** seconded the motion. *All in favor on a roll call vote: Commissioner V. Serna – yes;*

Commissioner J. Trujillo – yes; Commissioner G. Trujillo – yes. Motion carried. The time was not reflected in the recording.

Attorney Cruz stated the Chairman entertained a motion to return into regular session. The motion was made by **Vice Chair Trujillo** and **Commissioner G. Trujillo** seconded the motion on *a roll call vote: Commissioner V. Serna – yes; Commissioner J. Trujillo – yes; Commissioner G. Trujillo – yes.*

Commissioner G. Trujillo stated after a short executive session no action was taken or decision made. The Commission entered into regular session at 7:52 pm.

9. **Discussion: Other informational Items**

Attorney Cruz stated you'll have a regular meeting this Friday, the agenda was already posted by Stephanie with regard to the meetings that you were discussing during today's session, I don't know if they'll necessarily be Commission meetings, per se, it may just be like a site visit where there will be a notice of potential quorum posted, where the full Commission might be going out in the field with Wilson and Company.

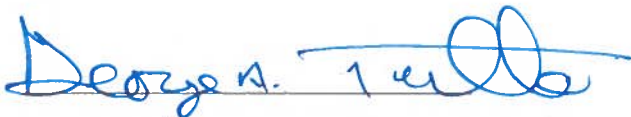
10. Signing of Approved Documents

The Commission signed the approved documents.

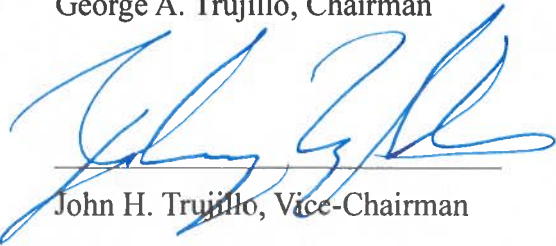
11. Adjournment

Commissioner J. Trujillo made a motion to adjourn the meeting. **Commissioner V. Serna** seconded the motion. All in favor. Motion carried. The meeting adjourned 7:54 p.m.

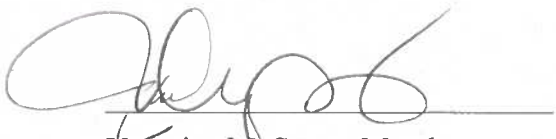
MORA COUNTY BOARD OF COMMISSION



George A. Trujillo, Chairman



John H. Trujillo, Vice-Chairman



Veronica M. Serna, Member

ATTEST: 

Vivian L. Trujillo, County Clerk



