SANTA FE COUNTY
RESOLUTION 2025-102

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on September 30, 2025, did request the following budget adjustment:

Department / Division: Public Works Department

Budget Adjustment Type (drop down): **Other** Fiscal Year: 2026 (July 1, 2025 - June 30, 2026)

BUDGETED REVENUES: (use continuation sheet, ifnecessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6238	371	0200	Grants-NM Dept of Transportation	$ 1,900,000	
101	6238	360	0100	Contributions, Donations & Agreements	1,583,633	
Subtotal from First Page					$ 3,483,633	$ -

BUDGETED EXPENDITURES: (use continuation sheet, ifnecessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6238	485	80-10	Avenida Del Sur - Capital Purchases Infrastructure	$ 1,900,000	
101	6238	485	80-10	Avenida Del Sur - Capital Purchases Infrastructure	1,583,633	
313	6246	485	80-10	College Drive - Capital Purchases Infrastructure		1,095,128
313	6238	485	80-10	Avenida Del Sur - Capital Purchases Infrastructure	1,095,128	
Subtotal from First Page					$ 4,578,761	$ 1,095,128

Requesting Department Approval: Anthony Serna-Sanchez **Title:** PWD Operations Manager **Date:** 9/15/2025 **Log #** 6

Capital/Grants Approval: [signature] **Date:** 9/24/2025 **Budget Administrator:** ____________

Finance Dept Approval: [signature] **Date:** 9/24/2025 **Entered by:** ____________ **Date** ____________

County Mgr Approval: [signature] **Date:** 9/26/25 **Updated by:** ____________ **Date:** ____________

RESOLUTION 2025-102

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1 Please summarize the request and its purpose in the area below.

The NMDOT awarded Santa Fe County TPF Grant No. HW2LP50069 in the total amount of $2,000,000, for the Avenida del Sur project, consisting of $1,900,000 in state funds and a $100,000 County match. The grant agreement has also been submitted to the Board of County Commissioners for approval and signature under agenda item 5B.

Esencia Holdings, LLC, the developer of the Avenida del Sur project, obligated bonded funds totaling $1,667,308.84 under the Roadway Infrastructure Agreement (Bond No. 5848201). To date, $1,583,633 remains available for the project after the developer's use of funds for engineering costs.

To address the Avenida del Sur funding needs, the Public Works Department recommends a budget transfer of $1,095,128 from the College Drive project, which

		Recurring	Non-Recurring
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		X

		Yes	No
3	Does this request impact a revenue source?	X	
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy		X
	B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.	X	
	C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)		X
	D. Is a match required? If Yes, please identify funding source in the line below.		X

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)

RESOLUTION 2025-102

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 30th Day of September, 2025.

Santa Fe Board of County Commissioners

Camilla Bustamante, Chairperson

ATTEST:

Katharine E. Clark, County Clerk

COUNTY CLERK SANTA FE COUNTY NEW MEXICO KATHARINE E. CLARK

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 15

I Hereby Certify That This Instrument Was Filed for Record On The 3RD Day Of October, 2025 at 10:23:35 AM And Was Duly Recorded as Instrument # 2068524 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy ________________ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 10/03/2025

Contract No. ____________
Vendor No. 0000054297
Control No. HW2LP50069

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Santa Fe County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Avenida del Sur Extension-to construct a new segment of Avenida del Sur roadway and upgrade the existing roadway- from A Van Nu Po to NM14.** (Project or CN LP50069). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Two Million Dollars and No Cents **($2,000,000.00)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source1	95%	5%	
FY 2026 Transportation Project Fund **For the purpose stated above in Section 1.**	**$1,900,000.00**	**$100,000.00**	**$2,000,000.00**
		Total Transportation Project Funds	**$2,000,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2028.**
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:______________________________ Date: ________________
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:________________________________ Date: __________________
Assistant General Counsel

Santa Fe County

By:________________________________ Date: __________________

Title: ______________________________

Approved as to form by Roberta D. Joe, Assistant County Attorney
for W.B., Santa Fe County Attorney 9/9/2025

Attest: _____________________________

Title: ______________________________

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50069

I, ____________________________, in my capacity as ____________________________ of ______________________________ certify in regard to Control No. **LP50069**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of ____________________, with New Mexico Department of Transportation 95% share of ____________________ and the Public Entity share of ____________________ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _________ of _____________, 20_____

In Witness Whereof, ____ in his/her capacity as ____________________________ of ________________________ certify that the matters stated above are true to his/her knowledge and belief.

Santa Fe County

By:____ Date: _______________

Title: ____ Date: _______________

ATTEST:

By:____ Date: _______________

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

Santa Fe County

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Santa Fe County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $2,000,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $1,900,000.00

and

b. **Santa Fe County**'s proportional matching share shall be 5% or $100,000.00

TOTAL PROJECT COST IS $2,000,000.00

The **Santa Fe County** shall pay all costs, which exceed the total amount of $2,000,000.00.

Now therefore, be it resolved in official session that **Santa Fe County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 and the **Santa Fe County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **Santa Fe County** to enter into Cooperative Agreement for Project Control Number **LP50069** with the New Mexico Department of Transportation for the TPF Program for year 2026 for Avenida del Sur Extension-to construct a new segment of Avenida del Sur roadway and upgrade the existing roadway- from A Van Nu Po to NM14.- within the control of the **Santa Fe County** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

______________________	______________
(PRINTED NAME, POSITION)	DATE
______________________	______________
(PRINTED NAME, POSITION)	DATE

Bond No. 5848201

BOND

KNOW ALL BY THESE PRESENTS, That we Esencia Holdings, LLC, as Principal and primary obligor, and Great American Insurance Company, of Cincinnati, Ohio, authorized to do business in the State of New Mexico, as Surety and secondary obligor, are held and firmly bound unto Board of County Commissioners of Santa Fe County, NM as Obligee, in the maximum penal sum of One Million Six Hundred Sixty Seven Thousand Three Hundred Eight and 84/100 Dollars ($ 1,667,308.84), in lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee called Board of County Commissioners of Santa Fe County, NM where they agreed to provide a bond as security ("Agreement").

NOW THEREFORE, the above-named Principal, its successors and assigns, shall well and truly supply the Project materials. This Bond is subject to the following express conditions:

1. The Obligee has agreed to accept this Bond, this Bond shall remain in force until the terms and conditions of the Agreement are satisfied. This bond automatically terminates at this time. The penal sum of the Bond shall and does automatically reduce by the amount of payments made by Principal as set forth in Paragraph 6 of the underlying agreement between Principal and Obligee.
2. Regardless of the number of years this Bond may be in force,the liability of the Surety shall not be cumulative and shall, in no event, exceed the amount set forth above.
3. This bond is not subject to transfer, hypothecation, or assignment to third or other parties without the written consent of the surety.
4. There exist no maintenance and/or warranty provisions with respect to the Deliverables that are bonded hereunder. Any such provision or guarantee requirements in any agreements relating to Deliverables are extra-contractual and expressly excluded hereinunder. Notwithstanding the foregoing, Obligee retains the right to require Principal to post a separate subsequent maintenance and/or warranty bond upon termination of this Bond.
5. This Bond expressly excludes liability for any delays in completion time and additional costs resulting directly or indirectly from Force Majeure events beyond the Principal's control including, but not necessarily limited to, epidemics, pandemics, quarantines, government action(s), labor disputes and strikes, supply and/or material shortages, workforce shortages, supply chain delays and/or disruptions, impossibility and/or impracticability of performance, riots, terrorism, acts of war, radiation or chemical leaks, fires, floods, tornadoes, hurricanes, earthquakes, volcanoes, and other natural or man-made disasters and/or unusually severe weather including, but not limited to, snow, sleet, winter weather, etc.
6. No claim, action, suit, or proceeding shall be had or maintained against the Surety on this Bond unless such claim, action, suit or proceeding is brought or instituted upon the Surety within sixty (60) days of (a) receipt of the goods set forth in the Deliverables or (b) Obligee's written declaration of Bond default, whichever date is sooner.
8. Principal shall be given thirty (30) days after receipt of any declaration of default made by the Obligee to attempt to remedy the default.

9. Whenever the Obligee has performed its obligations with respect to the Deliverables and to Principal and Principal has failed to satisfy its default within thirty (30) days after receipt of written notice thereof from Obligee, Surety may proceed, at its option, with any of the following:
   a. Remedy the default;
   b. Retain a supplier to remedy the default;
   c. Remit a reasonable amount to the Obligee to procure outstanding Deliverables.
10. The parties intend that this Bond constitute the complete, exclusive, and fully integrated statement of their agreement, the terms and conditions of which speak for themselves. As such, these two documents are the sole expression of their agreement, and they are not bound by any other writings and/or agreements of whatever kind or nature. The parties hereto intend that their agreement shall not be supplemented, explained, nor interpreted by any extrinsic evidence. The parties do not rely upon statements or representations not contained within the Bond itself. Any other documents and/or agreements that may exist, of whatever kind and nature, whether standing on their own and/or between the Principal and Obligee are not incorporated nor adopted herein and are expressly considered extrinsic documents hereto. The four corners of the agreement between and/or amongst Principal, Obligee, and Surety are explicitly limited to this Bond, the terms and conditions of which speak for themself.
11. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in any underlying contract between Principal and Obligee with respect to the Deliverables, then the terms of this Bond shall prevail.
12. Any notice, demand, certification, or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below and shall unambiguously declare the Principal to be in default of its obligations bonded herein:

    Great American Insurance Company
    Attn: Bond Claims
    301 East Fourth Street, 24th Floor
    Cincinnati, OH 45202

SIGNED, SEALED AND DATED this 20th day of March, 2025.

Principal: Esencia Holdings, LLC **Surety:** Great American Insurance Company

By: [signature] By: [signature]

Name, Title MANAGING MEMBER William Reidinger, Attorney-in-Fact

State of ...Illinois.....................
County of .Cook...................... ss.:

Surety
Company
Acknowledgment:

On this ....20th.....day of..March..................2025, before me personally appeared....William Reidinger......................, to be known, whom being by me duly sworn, did depose and say: that he/she resides at..Schaumburg, IL.., that he/she is the..Attorney In Fact.......of...Great American Insurance Company ...., the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

OFFICIAL SEAL
ASHLEY MCMANN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES April 20, 2027

...............Ashley McMann...............
Ashley McMann, Notary Public in and for the above County and State.

My commission expires....4/20/2027................

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. 5848201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William Reidinger	20 N Martingale Rd, Suite 100 Schaumburg, IL 60173	$100,000,000.00

Principal: Esencia Holdings, LLC
Obligee: Board of County Commissioners of Santa Fe County, NM

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20th day of March, 2025.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20th day of March, 2025, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 20th day of March, 2025.

Assistant Secretary

S1194E (05/20)