

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
February 18, 2022**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, February 18, 2022 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Matthew C. Burrell, Chair; Brad Galbraith, Vice-Chair; George H. Erwin, Jr.; Carl H. Ricker, Jr.; Thomas M. Apodaca; Susan Russo Klein; and Britt Lovin

MEMBERS ABSENT: None

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Tina Kinsey, Director of Marketing, Public Relations & Air Service Development; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations and Maintenance; Christina Madsen, Airport Properties and Contracts Manager; Jared Merrill, Airport Planning Manager; Samuel Sales, Chief of Public Safety; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

PRESENT IN PERSON: Chris Jenkins, Pond and Company; David Woods, Pond and Company

ALSO PRESENT VIA TELEPHONE: James Moose; Avcon; Sandra Kilgore, Asheville City Council; John Kasuda, Siemens; and Jon McCalmont, Parrish and Partners

CALL TO ORDER: The Chair called the meeting to order at 8:30 a.m.

The Director requested a moment to recognize two employees who were retiring in February: Kellie Whittemore with the Information Technology Department and Ricky Peterson with Maintenance. Both employees have been with the Authority for 16 years and will be missed.

PRESENTATIONS:

A. Air Traffic Control Tower Project Update: Jared Merrill introduced David Woods and Chris Jenkins, members of the lead design team with Pond and Company for design of the air traffic control tower ("ATCT") project. Mr. Woods briefly reviewed the

design schedule and the steps involved to arrive at the current 45% design level. Images detailing the site location for the new ATCT were presented as well as renderings of the ATCT and base building. Mr. Woods outlined the remaining design schedule as well as the anticipated construction schedule. The Board thanked Mr. Woods for his presentation.

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of December was provided by the Director. Janet Burnette reported on the financial activity for the month of December. The Vice-Chair complimented staff on managing expenses in such a prudent manner.

CONSENT ITEMS: The Chair stated that Consent Item B, Approve the Greater Asheville Regional Airport Authority December 10, 2021 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approve the Greater Asheville Regional Airport Authority January 6, 2022 Regular Meeting Minutes:

C. Approve Change Order No. 1 to Contract with Hensel Phelps Construction Company:

D. Approve Grant of Easement to Duke Energy Progress, Inc., a North Carolina LLC, for Electrical Lines:

Mr. Erwin moved to approve Consent Items A, C and D. Mr. Apodaca seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval to Unseal Closed Session Minutes: Mr. Erwin moved to unseal those portions of the Closed Session Minutes as designated and recommended by the Executive Director. Ms. Russo Klein seconded the motion and it carried unanimously.

B. Approval of Amendment to the FY21/22 Budget: Janet Burnette informed the Board that amounts used for capital items in the current budget were obtained several months ago and with rising costs, the quotes for some items were no longer valid. Included in the budget was the internet firewall which increased by \$1,915 and the mower deck replacement which increased by \$9,284. Mrs. Burnette stated that the budget had

also included \$31,606 for replacement of two vehicles. Only one vehicle can be purchased with the available budget and will need to be upfitted for Public Safety. Staff is proposing purchase of a Ford Expedition, without a trade-in, for a cost of \$41,000. Mrs. Burnette explained that the following budget amendment in the amount of \$52,199 will be necessary to move forward with these purchases:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30,2022:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital – Renewal/Replacement	\$ _____ 0	\$ _____ 52,199
Totals	\$ _____ 0	\$ _____ 52,199

This will result in a net increase of \$52,199 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	\$ _____ 0	\$ _____ 52,199
Totals	\$ _____ 0	\$ _____ 52,199

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 18th day of February, 2022.

Matthew C. Burrell, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Apodaca moved to amend the FY2021/2022 budget by adopting the budget ordinance amendment as presented by staff. Mr. Lovin seconded the motion and it carried unanimously.

The Director stated that since the budget process begins in the December/January timeframe, when staff is ready to purchase items, some of the quotes are no longer valid. The Director requested a discussion with the Board regarding an alternative method that will allow staff the ability to purchase items that are not in line with the amounts included in the budget. A discussion took place with regard to a streamlined process, and it was agreed that Cindy Rice would prepare a temporary authorization that would allow a per item per department purchase at a cost of \$10,000 with \$50,000 as an aggregate. The items would need to be included in the budget, would be presented to the Board within 90 days of purchase, and a budget amendment presented to the Board for approval as appropriate.

Mr. Erwin moved to provide the Executive Director with the authority for purchases up to \$10,000 per item with an aggregate of \$50,000; to establish a temporary policy through the end of the current fiscal year with purchases being brought to the Board no later than 90 days; however, if the \$50,000 aggregate is met, it is brought to the Board prior to the 90 days and to continue with budget amendments as appropriate. Mr. Apodaca seconded the motion and it carried unanimously.

DIRECTOR'S REPORT: The Director stated that he had a few additional items to address that were not included on the agenda.

A. FY22/23 Budget: The Director stated that the FY22/23 Budget books were available at the Board Members' seats for their review. The budget will be presented at the March Board meeting.

B. Hunter Easement: The Director reported that when Hunter Automotive bought the property adjacent to the golf course, access to their property was needed from both the Authority and Warrior Golf. The Board approved an easement to provide this access, however, the easement was never executed due to Warrior Golf's refusal to sign an easement. With the Authority's purchase of the golf course property, a few revisions were made to the easement with regard to what Hunter Automotive built on the property as well as the Authority's lease of the golf course property to DreamCatcher. Staff will be ready to move forward with execution of the easement with Hunter Automotive after legal counsel has finished their review of the easement.

C. TSA Equipment Replacement: The Director advised the Board that TSA is planning replacement of metal detection and x-ray equipment at the security checkpoint within the next 60-90 days. The upgraded equipment will help with the throughput capacity at the checkpoint.

D. ACI Health Accreditation: Last year the airport went through the process to become accredited by Airports Council International for their new airport health accreditation program which was established as a result of the COVID-19 pandemic. This program gives airports the ability to verify their cleaning practices to ensure a safe experience for the traveling public. Staff went through the re-certification process and the airport has received re-accreditation.

E. Tap Root Dairy: Staff has been working with legal counsel on the avigation easements for the Tap Root Dairy property that is being developed for residential housing. The Director reported that the avigation easements were put in place and recorded, however, it was discovered that a small section of the property was listed on one part of the easement, but not included in the legal description. This is being verified and will be corrected.

F. Golf Course Due Diligence: The six-month due diligence period for DreamCatcher Broadmoor has ended and they have secured their financing. DreamCatcher is moving forward with the design of the hotel and conference center and this will be shared with the Board at the appropriate time.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on March 11, 2022.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:47 a.m. Mr. Erwin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Ms. Russo Klein seconded the motion and it carried unanimously.

The Chair indicated they would break for a few minutes at which time the Board would resume in closed session.

Open Session resumed at 10:38 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY FEBRUARY 18, 2022

CLOSED SESSION MINUTES: Mr. Erwin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Lovin seconded the motion and it carried unanimously.

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

DECEMBER 10, 2021 CLOSED SESSION MINUTES: Mr. Erwin moved to approve the minutes for the Greater Asheville Regional Airport Authority December 10, 2021 Closed Session and to seal and withhold the minutes for the December 10, 2021 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

AIRFIELD RE-DEVELOPMENT PROJECT/AGREEMENT WITH TRAVELERS: The final settlement and claims with Travelers has been reached and the following mediated settlement agreement has been signed by all parties:

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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (hereinafter "Agreement") is made this the 20th day of December, 2021, by and between the Greater Asheville Regional Airport Authority (hereinafter "GARAA") and Travelers Casualty and Surety Company of America (hereinafter "Travelers") (hereinafter, occasionally and collectively, GARAA and Travelers are "the Parties").

WITNESSETH:

WHEREAS, GARAA is the owner and operator of the Asheville Regional Airport (hereinafter "the Airport");

WHEREAS, GARAA entered into a construction contract (hereinafter the "Bonded Contract") with Cedar Peaks Enterprises (hereinafter "CPE") with respect to certain construction work at the Airport on a project known as Bid Package 4--Permanent Runway 17-35 Paving, Lighting, and NAVAIDs (hereinafter the "Project");

WHEREAS, Travelers issued Performance Bond No. 106674877 (hereinafter the "Performance Bond") and Payment Bond No. 106674877 (hereinafter the "Payment Bond") (the Performance Bond and the Payment Bond collectively, hereinafter the "Bonds") on behalf of CPE, as Principal, and in favor of GARAA in relation to the Bonded Contract in their respective penal limits of \$33,703,095.70;

WHEREAS, on or about October 30, 2017, GARAA declared CPE to be in default under the Bonded Contract, and on or about November 7, 2017, GARAA terminated the Bonded Contract and GARAA requested that Travelers perform its obligations under the Performance Bond;

WHEREAS, the original schedule under the Bonded Contract required the new permanent runway to be open by December 7, 2017, but the new permanent runway did not open by that date;

WHEREAS, Travelers, CPE and GARAA entered into the Takeover Agreement effective April 3, 2018, setting forth the agreement between Travelers, CPE and GARAA related to completion of the Project (hereinafter "Takeover Agreement");

WHEREAS, disputes, disagreements and controversies then arose between the Parties regarding, among other things, the quality of the work, the quantity of work, and the timing of work required of CPE and Travelers pursuant to the Takeover Agreement;

WHEREAS, CPE was subsequently removed from the Project by Travelers in or around August of 2018;

WHEREAS, the Takeover Agreement provided that the new permanent runway would be opened by November 8, 2018, but the permanent runway did not open by that date;

WHEREAS, the Takeover Agreement was then amended by execution of the First Amendment to Takeover Agreement in May of 2019 (hereinafter the "First Amendment");

WHEREAS, pursuant to the First Amendment, Travelers arranged for completion of the Project as outlined in the First Amendment;

WHEREAS, the First Amendment called for the new permanent runway to be opened by December 5, 2019, but the new permanent runway did not open by that date;

WHEREAS, disputes, disagreements and controversies arose between the Parties regarding, among other things, the quality of the work, the quantity of the work, and the timing of the work required of Travelers following the execution of the Takeover Agreement and pursuant to the First Amendment, a portion of which was provided by Rogers Group, Inc. (hereinafter "Rogers Group"), the asphalt paver Travelers' retained to complete the Project, and Rogers Group left the Project in 2019;

WHEREAS, the Parties then further amended the Takeover Agreement and First Amendment in April of 2020 by execution of the Second Amendment to Takeover Agreement (hereinafter the "Second Amendment"), as well as a Partial Tender Agreement with APAC-Atlantic, Inc., d/b/a Harrison Construction Company – Asheville Division ("APAC");

WHEREAS, in entering into the Takeover Agreement, the First Amendment and the Second Amendment, the Parties acknowledged that there were a number of disputes, disagreements and controversies between them that could not be resolved, and reserved certain claims, rights and defenses as outlined in the Takeover Agreement, the First Amendment and the Second Amendment, while at the same time allowing the Project to move forward to completion;

WHEREAS, disputes arose after the execution of the Takeover Agreement between the Parties regarding, among other things, the cause of and claims arising from the delay in completion of the new permanent runway, which was opened on November 5, 2020, and the entire Project, which was completed in 2021;

WHEREAS, the Parties have now agreed to compromise and settle all of their disputes, disagreements and controversies between them related to the Parties' performance and obligations under the Takeover Agreement, the First Amendment, the Second Amendment, and the Tender Agreement, arising or accruing after the Effective Date of the Takeover Agreement, by entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, other good and valuable considerations, and the mutual covenants set forth herein, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitations.** The above recitations are incorporated herein by reference.

2. **Settlement Payment.** Travelers shall pay GARAA the sum of seven million dollars (\$7,000,000.00). Payment shall be made on or before December 30, 2021. Payment shall be payable to "Greater Asheville Regional Airport Authority" and delivered to counsel for GARAA or per wiring instructions as provided by counsel for GARAA to counsel for Travelers. Time is of the essence with regards to payment.

3. **Pay Applications and Payments to Subcontractors and Suppliers.** Travelers hereby releases any claim to further payment from GARAA. GARAA is released from any obligation to make payment of any unpaid or pending Project pay applications, and Travelers shall not submit any additional pay applications or invoices of any nature to GARAA in connection with the Project. Travelers remains and will be solely responsible for payment of any outstanding or future invoices or amounts that are or may be owed to any entity that provided materials, labor, equipment or services to Travelers or its contractors, including without limitation, Travelers's consultants, subcontractors and suppliers of any tier, and Rogers Group, Inc. Travelers's obligations under the Payment Bond shall remain in full force and effect, subject to its terms, in relation to claims asserted by any party that provided labor, materials, equipment or services to Travelers or its contractors. GARAA remains and will be solely responsible for payment of any outstanding or future invoices or amounts that are or may be owed to any entity that provided materials, labor, equipment or services to APAC, GARAA, or any of their respective consultants, subcontractors and suppliers of any tier.

4. **Materials and Equipment.** Travelers hereby releases any claim to any materials and equipment provided to the Project by it or any of its contractors or consultants (the "Project Materials"). If Travelers or any of its contractors have or control possession of Project Materials that are not located on Airport property, such shall be delivered to GARAA within 15 days of the date hereof. Travelers shall remove the remaining storage container (Connex) from the Airport property within 15 days of the date hereof, at its own expense, and shall coordinate the timing of such removal as directed by counsel for GARAA. GARAA shall be allowed to remove any Project Materials or property of GARAA located within the storage container. Neither Travelers nor its subcontractors or suppliers shall be responsible for purchasing or acquiring any additional materials or equipment not already purchased or acquired for the Project.

5. **Close Out Documentation & Requirements.** Travelers shall make all reasonable efforts to provide GARAA any and all close out documentation required under the Bonded Contract and in connection with FAA requirements that has not previously been provided (as shown by written transmittals or other sufficient evidence), including, but not limited to, the following:

- a. Two copies of each manufacturer's warranty for all materials, equipment, and installations;
- b. Release of claims from all contractors, subcontractors and suppliers providing labor or materials to the Project;

c. Certified statement for DBE subcontractors (for that period from August 2021 to date); and

d. Return of 18 outstanding security badges issued by GARAA (to Guard One, JS Held and other contractors working for Travelers). Travelers shall make every reasonable effort to return all 18 security badges on or before December 30, 2021.

GARAA represents that it is not aware of any documentation other than those items listed in a through d. above that has not been received as of the date of this Agreement.

6. **Release by GARAA.** Except for the obligations and warranties of this Agreement and as otherwise set forth herein, and in consideration of the payment and other terms and conditions set forth herein, GARAA, on behalf of itself, its board members, officers, directors, shareholders, employees, successors, assigns, attorneys, representatives, and agents does hereby release Travelers, and its board members, officers, directors, shareholders, employees, successors, assigns, attorneys, representatives, consultants, and agents (not including subcontractors, manufacturers or suppliers) of and from all claims, counterclaims, obligations, liabilities, responsibilities or damages, arising out of or relating to the Project, the Bonded Contract, the Bonds, the Takeover Agreement, the First Amendment, the Second Amendment, and the Tender Agreement, including, without limitation, all known and unknown claims, and future warranty obligations of Travelers relating to the Project, the Bonds, the Bonded Contract, the Takeover Agreement, the First Amendment, the Second Amendment, or the Tender Agreement; provided, however, nothing in this Agreement shall release or impair claims to and/or against any subcontractor, manufacturer, or supplier related to or arising from any warranty obligations of said subcontractors, manufacturers and suppliers. Travelers shall have no obligation to perform or arrange for performance of said warranty work by any subcontractor, manufacturer or supplier. Nothing herein is intended to and shall not waive any claim, defense or disputes between CPE and RS&H, Inc. GARAA warrants to Travelers that it is authorized to provide all releases set forth herein. Moreover, GARAA's release of any claims of RS&H, Inc. shall be without warranty, except to the extent GARAA has any rights by assignment, subrogation or otherwise with respect to such claims of RS&H, Inc.

7. **Release by Travelers.** Except for the obligations and warranties of this Agreement and as otherwise set forth herein, and in consideration of the terms and conditions set forth herein, Travelers, on behalf of itself, its board members, officers, directors, shareholders, employees, successors, assigns, attorneys, representatives, agents, and Principal under the Bonds, does hereby release GARAA, and its board members, officers, directors, shareholders, employees, successors, assigns, attorneys, representatives and agents, including, but not limited to, GARAA's Project consultants, Resident Project Representatives, Engineers, design professionals, program managers, construction managers, and Project managers, of and from all claims, counterclaims, obligations, liabilities, responsibilities or damages, arising out of or relating to the Project, the Bonded Contract, the Bonds, the Takeover Agreement, the First Amendment, the Second Amendment, or the Tender Agreement, including without limitation all known and unknown claims. Nothing herein is intended to and shall not waive any claim or disputes between CPE and RS&H, Inc. Travelers warrants to GARAA that it is authorized to provide all releases set forth

herein. Moreover, Travelers's release of any claims of Principal shall be without warranty, except to the extent Travelers has any rights by assignment, subrogation or otherwise with respect to such claims of Principal.

8. **Attorney's Fees & Costs.** Except as expressly otherwise provided herein, each party shall pay its own costs and attorneys' fees. The cost of mediation conducted on November 16, 2021 and any additional services provided by the mediator shall be shared equally by the Parties.

9. **No Admission of Wrongdoing.** The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all of the Parties.

10. **Further Assurances.** The Parties agree that, without any additional consideration, they shall execute such additional documents and take such additional actions as shall be reasonably necessary or appropriate to effect the consummation of the terms of this Agreement. In addition, Travelers agrees to execute or provide such additional documents as are necessary for the GARAA to close out the Project with the Federal Aviation Administration so long as (1) Travelers has the knowledge and information necessary to execute such documents, (2) the statements therein are true and accurate, and (3) such documents can be readily obtained through reasonable efforts.

11. **Statements to Third-Parties.** The Parties shall not affirmatively put out or issue a press release or otherwise affirmatively seek any media coverage regarding this Agreement or the Mediation. Nothing herein shall prevent or prohibit GARAA from, in the ordinary course of business, disclosing the existence and terms of the Agreement or discussing the Agreement at any GARAA meeting, or from entering the Agreement into the minutes of any GARAA meeting. Nothing shall prevent or prohibit any person (including any employee or representative of any Party) from giving testimony or providing documents pursuant to subpoena in any deposition, hearing, trial or similar proceeding or restrict the scope or content of such testimony or shall prevent or prohibit any response to a public records request regarding this Agreement or the Project. Upon receipt of a subpoena for testimony or documents that is reasonably anticipated to relate to the Project, the Party subpoenaed will provide notice to the other Party, through counsel, of the subpoena along with a copy of the subpoena.

12. **Terms of Agreement Negotiated.** This Agreement has been negotiated and drafted by all Parties and their counsel. The Parties to this Agreement represent and warrant that they have read and understand this Agreement and have consulted their respective counsel concerning its legal effect. It is further represented, declared and agreed by the undersigned that the terms of this Agreement are fully understood and that the judgment of the undersigned is relied upon wholly in so doing and that the above referenced consideration is voluntarily accepted by the undersigned for the purposes of making a full and final compromise. No rule of construction shall apply to this Agreement construing its provisions in favor or against any party.

13. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions or of the Agreement as a whole.

14. **Entire Agreement.** Except as otherwise set forth herein, this Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement is made without reliance upon any statement or representation of the Parties or their representatives and the terms of this Agreement are contractual and not mere recitals. No course of prior dealing between the Parties, no usage of the trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term used herein. This Agreement is a product of negotiation and preparation by and among each Party. The Parties, and each of them, represent and warrant that they have not been offered or provided, and that they have not accepted, any inducement or promise of any kind or nature whatsoever for entering into this Agreement other than the consideration stated in this Agreement. This Agreement may only be amended or modified by a written instrument signed by all Parties to this Agreement.

15. **Governing Law.** This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina.

16. **Electronic Signatures and Execution in Counterparts.** The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature. Further, this Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, single document.

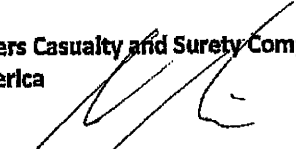
17. **Headings.** Headings contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

18. **Authority.** Each signatory represents and warrants that he or she is the authorized representative of the party on behalf of which he or she signs and that the terms of, and the execution of, this Agreement has been validly authorized.

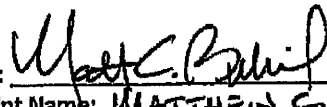
[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, the Parties by and through their authorized representatives have executed this Agreement as of the day and year written below.

Travelers Casualty and Surety Company
of America

By: 
Print Name: MARK MARINO
Title: ASSISTANT VICE PRESIDENT
Date: DECEMBER 17, 2021

Greater Asheville Regional Airport Authority

By: 
Print Name: MATTHEW C. BURRELL
Title: CHAIRMAN, GARAA
Date: DECEMBER 20, 2021

ADJOURNMENT: Ms. Russo Klein moved to adjourn the meeting at 10:43 a.m. Mr. Erwin seconded the motion and it carried unanimously.

Respectfully submitted,



Ellen Heywood
Clerk to the Board

Approved:



Matthew C. Burrell
Chair