

**MINUTES
SANFORD AIRPORT AUTHORITY
SPECIAL CALLED BOARD MEETING
MONDAY, SEPTEMBER 18, 2023
11:30 A.M.**

SAA BOARD

PRESENT:

**Jennifer T. Dane, Chairman
Clyde H. Robertson, Jr., Vice Chairman
Kenneth Bentley, Secretary/Treasurer
Bennie Crosby
Tom Green
Chick Gregg, Sr. (appeared telephonically)
Frank S. Ioppolo, Jr.
William R. Miller
Stephen P. Smith
John Dannecker, Airport Litigation Counsel
Brett Renton, Airport Counsel
Commissioner Jay Zembower, County Liaison**

SAA STAFF

PRESENT:

**Nicole Martz, President & CEO
George Speake, Executive Vice President & COO
Jason Watkins, Executive Vice President & CFO
Stephen Fussell, VP Strategic Initiatives
Lori Hunt, Executive Assistant
Jeremiah Owens, VP Engineering & Maintenance**

OTHERS PRESENT:

**Natalie Anderson, OSI
Ron Gerber, OSI
John Green, OSI
Dana Loncar, Consensus Communications
Daniel Rogers, Shook Hardy
Charlotte Bouihet Serveille, OSI
Greg Smith, Million Air**

1. CALL TO ORDER PLEDGE OF ALLEGIANCE

2. ADVERTISEMENT OF MEETING

Lori Hunt confirmed the meeting was properly advertised. (Copies attached)

3. COMMENTS FROM THE PUBLIC

John Green, OSI addressed the Board speaking on behalf of over 300 OSI employees, stated last week he asked for the opportunity to rebuild the relationship. Again, he's asking for that opportunity, it's in the best interest of the Airport and the City. At the end of his remarks, he stated he would have a proposal.

Mr. Green asserted that OSI has and will continue to meet its obligations and deliver value to the SAA and the Airport. OSI disagrees with the latest default issues and would like an opportunity to discuss them with the Board, not just exchange letters between lawyers. The passenger counts are rising year over year. There are new opportunities in addition to Allegiant, Copa & VivaAerobus are expected to become concrete in the next weeks and months. OSI recognizes Allegiant is our most critical partner, and we have their full support. He referenced the letter that Allegiant wrote that was included with OSI's letter from two weeks ago.

He stated that wrongful termination will result in a period of significant instability and unknowns and should SAA terminate OSI today, after the vote OSI will have to evaluate what we do in the coming weeks & months regarding operations, fueling and ground handling, it's a very serious matter. Terminating OSI places SAA fully responsible for all operations and expenses. SAA's payroll is currently higher than OSI's while we have more than 300 more employees and the SAA is just over 100.

Mr. Green went on to say that during COVID we lost over \$2M but we paid the Authority \$2M. That safety net will no longer exist if we are gone. We firmly believe that a termination for default in the current context would be wrongful and OSI and its shareholders will do whatever it takes to have this established in court and be compensated for all damages including reputational as a result of such wrongful action, estimated currently at more than \$100M. Mr. Green stated his proposal, he asked the Board members to exercise their fiduciary responsibility to this Airport and instead of terminating OSI give him until February 28th, let us show our commitment to the Airport, let's have honest exchanges during monthly special meetings where we can address one-on-one the issues you may have he wants to work directly with the Board and Nicole.

Chairman Dane addressed Mr. Green; your time has expired.

Thayne Klingler, Allegiant (via phone) Madam Chairwoman and members of the Board I appreciate the opportunity to take a couple of minutes to address the Board and share some thoughts on behalf of Allegiant. As you know we started service at the Airport in 2005 and have had a great run of growth and success and all of you are part of that, the Airport Authority and OSI and team Allegiant, and it's been good and we're excited about the future and want that to continue. We are certainly concerned about the potential direction of terminating the OSI agreement. We think there's a lot of significant implications with this that could potentially have an impact to Allegiant. We've had a lot of good conversations with the Authority executive management team and they've been very helpful to talk us through their thoughts and we understand the concerns and there are

definitely some issues there. We would just like to ask for some leniency maybe a little bit of patience to slow this thing down a bit so we can get both parties to work through these issues we feel it's in the best interest of the Airport and the traveling public to try and move this forward together. And you know some of the many questions we have are OSI handles our ground handling business what happens if their contract is terminated and they decide to not stick around until February and that's a possibility. The ground handling and fuel are tough and I don't think they're all that profitable so I'm not sure that they'd have a lot of incentive to stick around to see that thru. I've been reassured by the Executive Management Team at the Authority that they are willing to step in and help and do whatever it takes to minimize the impacts to our operation. SFB is our largest operation in the Country so there's a lot of concern all the way up to our executive management team about the developments there. We do service provider transitions all the time throughout our network around the country. Our ground handling business is a function that OSI also performs for us. Those transitions can take anywhere from four to six months and a base the size of SFB is probably a six month transition. So, to think of something rough of where the contract is terminated, they give notice they decide to leave we've got all this equipment that has to be purchased, transition of staff there's a lot of things to consider there and that would be a very concerning development for Allegiant not to mention OSI. We appreciate the support that everyone there has given Allegiant over the years and we respect that this is the Airport Authority's Airport and it's Allegiant's intention to serve this Airport in the future and we're excited about the future and we would ask for some more time and consideration to get both parties to work this out together we feel that's in everyone's best interest. I appreciate your time today.

4. DISCUSSION RELATED TO CURRENT NOTICES OF DEFAULT ISSUED TO ORLANDO SANFORD INTERNATIONAL, INC

President Martz noted the Board received their packets, with respect most of what was in the Agenda Memorandum, the Board has already seen almost all of the backup materials. She noted it was a lot of information, but she wanted to make sure the Board had anything they would want to refer to as they read the actual memo. She also wanted those items in the record for today's meeting. President Martz referenced her power point presentation, incorporated herein, and explained the presentation is a summary and expansion of what is in the Agenda Memo.

- History of Parties Timeline
- Contract Summary
- OSI Obligations
- Defaults to Date (13) all have passed their cure period with the exception of Omnibus #2 that was issued last week.

- Default 2023-01 Omnibus April 3, 2023
 - Management of Commercial Contracts Default – Expired Commercial Contracts & Contracts Expired before Renewal.

- FIS Defaults – leaks still occurring 168 days later.
 - Elevator and Escalator Defaults – Lerch Bates, Schindler’s & Kone Reports.
 - Escalator 4 was down roughly 3 months, escalator 6 has gone down 28 times this year.
 - Jet Bridges Defaults – Timeline
 - 8/3/23 Walbridge completed the repairs of these items on August 3, 2023, within 104 days of being notified.
 - OSI advised SAA of Walbridge’s completion of the work 8/8/2023.
 - The report OSI used as a basis for closing the PBBs identified a number of maintenance issues related to the PBBs. These maintenance issues fall within OSI’s obligations under the Terminal Management Contract.
 - To date, these maintenance items have not been completed by OSI and PBBs 1-4 remain closed to the public.
 - Parking Garage Defaults – Background
 - Desman Design Management report.
 - Failing to properly maintain and repair Airport’s parking garage.
 - Failure to implement a meaningful Maintenance & Repair Program for the parking garage as noted by Desman.
 - Failing to properly and timely perform predictive maintenance of the Airport’s parking garage by taking over two years to obtain an assessment from date upon which OSI first recognized the need for such assessment.
 - Marketing and Air Service Default
 - Unauthorized Use of Space Default
 - CMMS and Reporting Defaults
 - CMMS – OSI runs two systems SAA doesn’t have access to one system.
 - Reports don’t include the cost of repairs.
- Default 2023-02 April 3, 2023
 - Cured, but repetitive.
 - Default 2023-03 April 3, 2023 Steel Columns Gates 5/9
 - Timeline
 - Engineer recommended cleaning then reinspection if there is a demonstration greater than 5% surface, no follow up.
 - Repair began 8/28/2023, 143 days of NOD issued, 261 days after it was exposed to OSI.
 - 9/13/2023 OSI entered a work order to remove the fire retardant and due the inspections on remaining poles, one month after engineers report that recommended, they do that.

Commissioner Zembower inquired of the 300+ employees that were referenced earlier in public comment do they gather underneath these areas where these structures are do they work in that area.

President Martz replied yes, the “block house” is located there.

Commissioner Zembower inquired are personnel walking under where these structures/beams are.

President Martz explained everybody on the ramp is walking under that and passengers are walking over it, it’s on the concourse in the international terminal.

Board Director Smith asked was there engineering from a certified engineer on this repair.

Jeremy Owens replied yes.

President Martz noted OSI got a permit from the City of Sanford it just hasn’t been closed out.

- Default 2023-04 April 7, 2023 Gutters – FIS, East Terminal, Gates 11-12
- Default 2023-05 April 7, 2023 Parking Garage
 - OSI closed floors 4&5 they were not doing any work on them.
 - SAA issued notice of default.
 - OSI reopened floors 4&5, started work again.
 - Reduction of 160 parking spaces, loss of revenue.
 - Nothing has been done to mitigate the loss, work started during the summer. They wanted to delay the work, someone has fallen and gotten a concussion & a piece of concrete fell on a car.
 - From a life safety standpoint SAA didn’t feel it would be prudent to delay the work. Parking spaces have been taken out of commission they have not done anything to mitigate it, which has contributed to the need for overflow parking which is SAA managing and this is having an impact on SAA’s resources.
- Default 2023-06 Baggage Belts - April 14, 2023
 - Damaged bag belt rollers, near term fix was done, cannibalized another belt, down 30%, issue was rollers. OSI advised in February to have parts in stock.
 - Default resolved but one of the things that was pointed out that caused the damage was stacking bag high up on the belt. Although resolved SAA is concerned that management & operations will cause another situation where there is another catastrophic failure.
- Default 2023-07 Dead Palm Tree – April 20, 2023
 - June 2022 OSI notified tree was compromised, needed to be taken out and trees around needed to be treated for lethal bronzing disease.

- April 2023 tree falls across pedestrian crosswalk. OSI trivialized this in their response exemplifies OSI's attitude toward its obligations in the safety of staff & travelers, it demonstrates a lack of awareness for how important these maintenance items are.
- Default 2023-08 Roofs, Welcome Center – April 20, 2023
 - Welcome Center & Baggage Claim 3
 - Report at last Board Meeting these were cured, photos demonstrate continued leaks.

Board Director Ioppolo inquired OSI has 300 employees don't they have anyone who can look at and repair the continued roof leaks, and doesn't VINCI own Hubbard Construction which is a huge construction company and no one can come out here and attend to their obligations.

- Default 2023-09 Public Records – April 20, 2023
 - SAA is a public agency; this is a public building located on property owned by the City of Sanford. OSI is SAA's agent, the contract makes that clear, a recent order from the court makes that clear. As such they stand in our shoes with respect to public records. Records related to the operation and maintenance of the terminal are public records.
 - OSI is required to produce public records, we are in litigation over that.
 - Even if they aren't public records, to give SAA documents to review their compliance with the agreement.
- Default 2023-10 Meetings – May 2, 2023
 - Monthly meeting – default cured.
- Default 2023-11 Smoking Deck 1, Column, Partial closure, Full Investigation – June 12, 2023
 - Timeline
 - First default 98 days from first notice of default not cured.
 - OSI placed shoring under the smoking deck to keep it from falling or people getting hurt.
- Default 2023-12 Smoking Deck 2 Beams and Full Closure – August 16, 2023
 - Timeline
 - Not cured 33 days from NOD.
- Default 2023-13 Omnibus #2 – September 11, 2023
 - Failure to maintain terminal facilities.
 - Estimated cost \$26M in deferred maintenance.
 - Within First Cure Period, items in CMMS related to this NOD.

President Martz referenced the letter the Board Directors received two weeks ago from OSI that talked about things besides the defaults. President Martz noted that in addition to the items for which Notices of Default had been issued,

several items that were concerning & and other items are: Security/Safety, OSI/ TBI represents only 10% of the security badges at the Airport , but they represent a lion's share of the violations. To date they have 72% of all security violations this year. Other safety issues include the fuel truck that recently rolled over resulting in 7,000 gallon fuel spill. On the same day, SAA looked to make sure the fuel drivers had valid licenses and found two without a valid driver's license.

Chairman Dane inquired if a special license is required to drive a fuel truck.

Board Director Robertson felt a CDL license is required he just didn't know which class.

Commissioner Zembower noted your handling hazmat's, if it has air brakes you do have to have a special license.

Chairman Dane inquired were the two license merely suspended in general?

President Martz stated she didn't know why they were suspended; they were not valid when they were driving the trucks. Those suspended licenses have been resolved, but that's not something we should have to check on.

Ms. Marts noted that there is a lot of information in the Board packets, we've been talking about this for nine months, and the Board knows a lot more now than it did nine months ago. The operational infrastructure of the terminal facilities is failing and suffers from a lack of proper repair and maintenance. The structural integrity of the terminal facility and the parking garage are in decline due to deficient maintenance and repair. There's at least \$26M in deferred maintenance, only 6.5 years into a 22 year contract. Unless action is taken the \$200,000M+ in SAA and State and Federal investment in the terminal will be significantly devalued.

The Airport's passenger counts and terminal revenues are tracking well below those of comparable airports, and grossly underperforms what an airport in the number one tourist market should be able to render. The Authority is not being provided the information and data necessary to adequately ensure contractor compliance. Records that belong to the public and are reflective of the operation and maintenance of a public asset are being withheld. The Airport's commercial relationships are not being effectively and efficiently managed. OSI has an unacceptable frequency of a failure to perform and has refused or denied it's responsibilities to perform necessary maintenance, related to the defaults. Unless the Board does something the safety of the airport and the employees, travelers and visitors may be at risk.

Based on all of that and based on where we are with the defaults, we have confirmed that OSI continues to fail to address maintenance and operational issues. Specifically, OSI has ignored the proactive requirements to perform the duties identified in the agreement, failed to cure defaults as required by the Agreement, and failed to update the Authority of its progress relative to the default issues. Further, OSI has not provided any security to the Authority to

extend the Cure Periods under the Agreement and has demonstrated indifference to substantial safety concerns identified by the Authority. Considering these findings, staff is recommending that the Authority terminate the Agreement, providing for a limited transition period for OSI to transition the operations as is contemplated by the Agreement, and providing the effective Date of Termination to be February 28, 2024.

President Martz explained this is probably the most consequential decision you will make on this Board and it will likely get ugly. OSI has already affirmatively told us that it will pursue litigation if it's terminated, and that was reiterated again today. We have tried to deal with this contract dispute internally and saw a couple of weeks ago that OSI and VINCI have started to pull other parties into this. She referenced the letter which they both tried to intimidate and incite the City of Sanford. OSI/VINCI has brought our commercial partners into this contract issue and we understand that they placed "substantial pressure", not her words, to pick a side. The lack of concern for what this is doing to the Airport, what the dispute will do to the Airport as you saw in the letter, is troubling. They are prepared to destroy the Airport. They have threatened financial ruin, bankruptcy, and in the letter, they threatened a takeover by the Governor. These are the people that you have entrusted the care of the terminal to and that's the position that they are taking. She felt that if there is anything constructive the information here is a good case study for others that might be contemplating getting into the same circumstances that we are in. This may be part of your public service bringing this to light and providing a case study for folks that might contemplate being in the same position your in.

Ms. Martz stated you all are public servants, I'm a public servant, and have been in the public sector for 35 years. You have an obligation to the public. You've been entrusted by the Legislature and by the City of Sanford to protect a public asset and to ensure the safety of the public who are utilizing that asset. You have a heavy burden and this is really a significant issue that you have to deal with as a Board.

Board Director Ioppolo didn't know how we could continue in good faith and the fulfillment of our fiduciary duties to not terminate this contract given OSI's utter disregard of its legal and contractual responsibilities the complete contempt for operating in good faith as evidenced by its desire to manufacture or misrepresent the reports to third parties. The only thing they seem to do is take money from Sanford and send it to France without any regard to the obligations they have to operate the Airport. We went through this in 2017, and this is far and away much worse then anything we saw back then. He is sorry it has come to this because back in 2017 we had every expectation that we had turned the page, VINCI came in 2018 again every expectation that we were moving forward the positive way, and to hear today that they want to go into February 2024 and we're supposed to trust them is just ridiculous. He inquired if OSI brought a \$28M dollar check today? Didn't think so, so having said that he made the motion.

Chairman Dane inquired of President Martz since John Green came in to our meeting last Tuesday, had she heard from him or had any correspondence with the OSI team.

President Martz replied we have our regular management meeting set up for tomorrow. John did ask her to meet for coffee last week, but we were tied up with some other things.

Board Director Green stated he didn't disagree at all, but we've got a duty to act as a Board in the interest of the public, and they are in default, and personally he felt this relationship is broken. His only concern and it's a real concern, is the effect on the Airport financially. If we're making a decision based on the contract and based on the public, he wanted to make sure that financially the Airport since this is going to go to litigation, OSI already made it clear from what's been stated they might try to hurt the airport. He believes the Airport will win, the facts are so clear, but along the way it's going to be very costly. And there are two things, one is do we have a realistic transition and a cost associated with it in the budget, because it's going to be a rough ride and it's going to be costly in terms of transitioning. And second, he's concerned about the Allegiant relationship. They have a letter, the representative getting on the phone and I don't know where that's coming from, but at the end of the day we've got one tenant, we've got one client. We have more than one, but we have one that's 95% plus revenue. If for whatever reason, it appears or otherwise they seem to be on the side of OSI, they seem to be supporting them, I don't know if it's because they don't know all the things going on and if they don't know the realities of that, but at the same time they are our single largest client so that is concerning.

Board Director Ioppolo explained he wouldn't say they are on the side of OSI, he'd say they are on their own side. The way Thayne Klingler had expressed it was "hey we have a fuel contract, we need to fix that, we have the ground handling we need to take care of that" and I would think the Authority is in a position to take care of that during transition, we certainly have the expertise here.

Board Director Green thought Board Director Ioppolo was right the way he described it is better. Allegiant is obviously concerned about their own interest and those two things are critical and for that reason he didn't feel a sense of 100% confidence in a transition that it's not going to be rocky for them.

Chairman Dane inquired of Board Director Green what was his alternative, did he view it as better to stay in the contract, because you're posing things that you think are reasons for us not to terminate right?

Board Director Green clearly felt for him there's no way out, the relationship is broken and there are too many things you need to terminate. But on the other side of it it's almost like what's that look like, have we looked at it, do we have a game plan to do it, how are we going to deal with these items that are a big concern.

Chairman Dane explained these are questions she's been asking the team for the last nine-ten months, do you have a transition plan, could you do this, could you take over. She talked to George this morning about it, and she feels very confident that our team is capable and competent and can do the job that needs to be done to make sure that our carrier, 95% of our business, is okay. That's just her two cents on that. But she agreed those are legit concerns but they've been flushed out.

President Martz reiterated staff has explored these concerns; she realizes there needs to be an organized transition which is partly why we aren't saying "leave the keys on the table today". There is risk here, any change is going to be a challenge, but there's risks staying in the relationship too. She is confident that this team is ready to do this. While she's not an "aviation person", she is an "organization person" and ran a much larger organization than this. These are some of the best professionals she's ever worked with and they are highly competent, they know the business and she trusts what they say. The team has been thinking about this, they have been whiteboarding, we have given this some real thought. Honestly, part of the success of the transition will depend on OSI and whether or not it complies with its transition obligations under the contract, admittedly that's a big if. With respect to Allegiant, she and George have had conversations with Allegiant over the last couple of weeks. We had tried not to pull in our outside entities because this was an internal dispute, we were trying to resolve it internally.

We did alert Allegiant early on that there were issues here, and had a couple of conversations with them before it really started to come to a head. The letter that came out a couple of weeks ago, which included a letter from Allegiant in it, caused us to call them. We had a good conversation with them, they were not fully aware of everything that was going on here and it is completely reasonable that they would be concerned about the uncertainty of change as well. In the letter that went out on the 8th you saw OSI threaten to jack up prices on ground handling and fuel, it's going to create some uncertainty, we knew two weeks ago that was going to be an issue. There is a contract between OSI and Allegiant for ground handling, we know there is a notice period if they are not going to continue that service. We have already started looking for options. Ms. Martz doesn't expect that OSI or VINCI would burn a bridge with Allegiant. There's no telling what might happen, but we've already started talking to other partners and others who can address fueling and ground handling if that's necessary. We have an outline of how things would transition, but a lot of that will take coordination with OSI and quite frankly they've kept information from us so there's a lot we don't know. She felt there is risk in staying too.

Board Director Robertson inquired of John Green, OSI at the Atlanta Hartsfield Airport if this seems normal to him, is this how you operate in Atlanta.

John Green replied their scope of work is much different in ATL than SFB. He is not prepared to answer each one of those issues. He is comfortable that we've made progress on a good many of the issues. Ron Gerber has done a good job

in addressing many of the issues, we look forward to the opportunity to address the others.

Board Director Robertson inquired of John Green could he give us a timeline that if the Authority said, "hey we're going to give you one more chance you're going to prove it to us, that it isn't broken, it's just bent really sharply and jagged edges and instead of this six month delay on this and a one year delay on that." He knows Mr. Green runs a good ship as he checked on him in Atlanta. Can the Authority count on him to do something for this Authority and this Airport to get things done now, now, now, not a year from now.

John Green explained his three minutes for public comments ran quicker than he expected he was going to ask a board member to make a motion to give us until February 29, 2024 to remedy these issues and salvage the relationship with the Authority.

Board Director Ioppolo stated he was sorry but there are many issues that OSI won't even acknowledge that you have a legal obligation to remedy he's kind of hit the end of his rope.

Board Director Miller referenced the letter that this high end official of VINCI wrote to us and the City about Allegiant. All Nicole has to do is sit down with Thayne item by item, sentence by sentence go through that and refute them, the same way she can go to the other clients and refute. But the multiplicity of these items that have gone on for all of these years and the opportunities to remedy that it goes back to the gentleman that wrote that letter to the City and us. What was said in that letter is infuriating because of the lack of substance of it and further embroils him into the credibility which is coming out how can we trust them. Because if you're going to make statements like that coming from John's boss or whomever the title is that first has to change, that individual should come before this Board and the City and retract all of those statements and recommit the cooperation through OSI down to us if you want to have any chance of getting this person to listen to them.

Board Director Ioppolo inquired where's the check.

Chairman Dane didn't know how you enter, and continue a relationship with someone who threatens you the way we were threatened in a very public letter, on airport letterhead, and not written her guess by the person that signed it. There is no, the check isn't big enough, you couldn't bring me a big enough check at this point to continue to stay in a relationship with these people. Quite frankly, John Green is parroting the same thing that she's heard for the last nine months from OSI top down or VINCI top down. And what has happened he called Nicole to have coffee, your ship is sinking, show up, knock on her door, that is not the sign of a person who has an intention to correct a relationship. They want a period of time to correct because they got something else going on, she didn't know what it is, not her problem, her problem is this Airport and that slide show that was presented.

Board Director Smith explained his concerns are everything that we saw today in our slide show has been contested so how do you even agree to fix anything when you've already contested everything. You contested all of the repairs, and the maintenance. How do you go back now and say I'm not contesting; I'm going to go out and fix it all? You can't do that or your sinking your own ship. They're going to have to stay contesting which is not going to resolve it.

Board Director Robertson noted Board Director Ioppolo's motion was to terminate February 28th and heard him say something about or before. Is there anyway we can buy them out, would they sell out to us.

Chairman Dane felt we just need to let the legal team do what they do in accordance with the motion.

Board Director Crosby stated we get paid big bucks to make tough decisions, and we've drawn lines in the sand for months if not years so its put up or shut up in his opinion.

Board Director Ioppolo called the question.

Chairman Dane asked Board Director Bentley if he wanted to address the motion on the floor.

Board Director Bentley stated he supports everything that's been said, and agrees with Board Director Ioppolo. He pointed out he's the newest Board member right before Director Crosby but felt he could work for VINCI because he could do the same speech. He's been several places, including the meeting at the Hilton, and could go around and do that same presentation and sound exactly like they are.

Board Director Gregg stated as far as he's concerned this relationship is totally unrepairable and we just need to move on and he agreed with Board Director Ioppolo's motion.

Motion by Board Director Ioppolo, seconded by Board Director Crosby, that the Authority Terminate the Agreement with OSI and providing the effective Date of Termination to be February 28, 2024 or earlier if possible; and

Authorize the President, with the assistance from legal counsel, to send correspondence to OSI under the terms of the Agreement reflecting this Board's determination for same; and

Authorizing the President, with assistance from legal counsel, to send additional correspondence to OSI under the terms of any and all other agreements between the parties concerning the Termination as well as to all third parties for the transition of its obligations in the Agreement to the Authority. Vote was taken, none opposed. Motion passed unanimously.

5. OTHER BUSINESS

Chairman Dane asked George Speake if he circulated the VIP list for the Airshow.

George Speake replied it's still being finalized by staff, one other thing got in the way, we'll have it to you before the next Board meeting.

Board Director Smith requested before the next Board meeting to have a list of how we're going to accomplish everything we need to accomplish between now and February or now and December or whenever.

Chairman Dane introduced John Danneker, Shutts & Bowen litigation counsel with Brett Renton.

6. REMINDER OF NEXT BOARD MEETING (OCTOBER 3, 2023)

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 1:11 p.m.

Respectfully submitted,


Nicole Martz, Esq., AICP
President & CEO
/lh