

Speaker 1 ([00:00:00](#)):

It is now three oh nine. Three oh nine.

Speaker 2 ([00:00:03](#)):

Call me to order.

Speaker 1 ([00:00:05](#)):

Okay, it's property committee meeting. Call the order. I'll do roll call for you. Exofficio Hughes is not present. Gregory Jefferson present. Otis Tucker present and Alicia Plummer present. All right. You guys are all present. We do have guests. I'll just let you guys just say your names and who you are.

Speaker 3 ([00:00:26](#)):

Patrick. Mines well Miles Bran Attorney Strategy.

Speaker 1 ([00:00:31](#)):

Great. And commissioner. Oh, and Commissioner Ro. Sorry. In this case he's a yes. Alrighty. And review and approval of agenda

([00:00:46](#)):

Moved by Chairman Tucker and seconded by plumber. Alrighty that item's then. So your next item is discussion of emergency repairs needed at Old Gentilly including Myers roof repairs. I put in more than that because you have more than that. You still have the water to deal with. That's still, I think the spigot is still leaking on the side and you have some sewer waterboard issues that I think Michelle was dealing with. So I just want you to know that's a very broad topic. You guys can begin your discussion whenever, and I did give you a proposal that I received this morning, although I sent it via email and I wish I had the copy with me, but I don't know if I have have one copy I think with me maybe not. I remember

Speaker 2 ([00:01:29](#)):

The total

Speaker 1 ([00:01:29](#)):

For, but it is about 6,000 and I think that one, if you looked at that, that was really for a patchwork and Mr. Myers is the one who gave me that one. That one he could tell me who it's from. It's from Mr. Cio. I think you've used him before. Mr. Myers?

Speaker 3 ([00:01:45](#)):

Yeah. No, Joe CIO is our warehouse

Speaker 1 ([00:01:49](#)):

Manager. Oh, sorry.

Speaker 3 ([00:01:51](#)):

So the company that we used found sharp.

Speaker 2 ([00:01:54](#)):

So it was on shelf highway?

Speaker 3 ([00:01:56](#)):

Yeah. Yeah, so the repairs that they make, it is just, I think it's three bolts and Fisher's Roof. Roof. They're familiar with the roof so they just spot patching those threes.

Speaker 1 ([00:02:11](#)):

So that's a 6,000 and I can find it on my computer, but it was about \$6,600. And let the record reflect that Mr. Wesley Pfeiffer just came in and it's three 11. I think there was about \$6,600 for that one and that is just for patchwork only the roof over the Myers warehouse that he needs to repair urgently. You guys I think spoke about getting other estimates. I don't think you all have done that yet, but it's for you guys now. So

Speaker 2 ([00:02:53](#)):

I also spoke with two roofers also and they're going to come out next week. One, I'm trying to say if it's going to come Monday, but one most definitely coming Tuesday. I need to coordinate with you all to make sure someone's there when he comes. He's going to be at two o'clock on Tuesday. This coming Tuesday again, but I'll find out when the other guy confirms. But again, both of 'em will be out there. Ashley, actually five and six are kind of tied together. So let me go between the two. So when they come to give a proposal, they're give a proposal to do the patchwork but they're also got to look at the entire roof to give us a quote to do two different roofing types. One is a T P O roof, which is kind of like a fluid fluidly roof and then A S B S modify roof, which is layers of insulation and then a cover board in

Speaker 1 ([00:03:46](#)):

A fluid, what did you say? A fluid what?

Speaker 2 ([00:03:48](#)):

It's a T P O thermoplastic. I forgot the right now.

Speaker 1 ([00:03:54](#)):

Which one's the best kind of roof?

Speaker 2 ([00:03:56](#)):

Both are really good. It's just that one. We're both going to get a 20 year warranty with the roof. Okay. The T P O roof is, again, it's a little cheaper than the other roof, but be able to take a look and determine the difference between the two and go over what everybody wants. We actually get the proposals

Speaker 4 ([00:04:18](#)):

For chairman. Yes

Speaker 2 ([00:04:19](#)):

Sir.

Speaker 4 ([00:04:20](#)):

That group, that quality of whatever build or whatever they suggested or material that comparable to it, Mr. Myers, is it like we're comparing apples and apples in terms of the quality quantity of

Speaker 2 ([00:04:36](#)):

Repair you're talking about for what needs to be done right now? T P T P O? No, T P O. So first, both of both roofers are going to give an estimate to do the patch job on the existing roof. The existing roof is an old, it's called a balance roof. The roots that have rock on top of little pebbles, they're going to just do whatever that patch is that's deemed necessary for that portion of it. But then I want to quote for both different two actual types, better types of roof than what they have right now. Gotcha.

Speaker 1 ([00:05:06](#)):

And I just found the quote is for exactly 6,000 but again, it's only for the patch and of course you guys do need to do the whole roof. There's no other way of saying it. The entire roof and it's one one flat roof so doing portions of it doesn't make sense anyway and it's gotten to the point where I was just speaking to your insurance broker again and the roof is really causing problems as far as maintaining insurance. So no, I don't think you can extend the life of it any longer. I'm not a contractor but I don't think there's any more life to extend. Yes,

Speaker 5 ([00:05:52](#)):

I'd like to know Mr. Myers, how big is the patch that needs to be? It's

Speaker 3 ([00:05:58](#)):

Actually a drip that's coming in the pack size we should have on is asking if usually when they go up there on a flat roof like that, they'll chase it a little bit trying to find a leak. But normally and I'm just normally it'll be somewhere in a range of six by six if they find a

Speaker 1 ([00:06:15](#)):

Leak. Yeah, I'm looking at it flat roof.

Speaker 3 ([00:06:18](#)):

It's actually not flat. It runs a certain way. So if you've got a leak over there and it's flat, it could be running down the groove that are galvanized and dripping and he knows the roof pretty well. He knows where it leaks.

Speaker 1 ([00:06:31](#)):

Well this is what it says, but Mr. Myers is

Speaker 5 ([00:06:37](#)):

So does he know exactly where the drip is to run?

Speaker 3 ([00:06:41](#)):

Yeah, we got buckets and we mark the floor for him so when he comes he starts there and then goes up

Speaker 5 ([00:06:47](#)):

And my thing is, as long as I've been on this board look like there was always something fixing of the roof and I'm like, well did they fix it the first time and who is it? Because we always were spending money on the roof. I sweat it seemed like every year

Speaker 3 ([00:07:07](#)):

It is when a roof gets out. Old, I'm be honest with you, we prepare roof a lot, getting them up there walking around to find a leak. I'm just being sometimes creates leaks. I mean it's the that oh it's probably, I'm going to guess it wasn't roof put on since we've been there. So I'm thinking that Bruce

Speaker 1 ([00:07:23](#)):

20, probably since 1975 then probably by what he says in his contract is to prime over the existing three course material and install a 12 inch wide strip of modified membrane, approximately 80 and it says inch and then feet. So I don't know what he meant at targeted location. 80. What was i n ft? Inch feet, 80 inch feet inch per foot. Inch per foot. You've forgot the per. Okay. Clean, dry and reseal approximately 30 inches per foot of separating seams and in laps in field membrane of existing repair, install modified membrane over affected areas. Install approximately 30 feet of base flashing at the east side Para Pitt wall to extend up the existing counter flashing and terminate with a metal slip flashing. And then on the north side he would remove approximately 20 feet of capped, flashing, installed base flashing at both sides of the wall and re-install cap flashing. So I mean it's definitely patch and I don't know if you asked him Mr. Myers to give us an estimate on the entire roof so that can be taken into consideration. I think that might be a wise thing is since you've already got this to get him to give us an estimate on replacing the entire roof. I

Speaker 3 ([00:08:56](#)):

Did. I told him at the board. I mean I'd be glad to call him. I told him if you guys would probably contact me but I'd be glad to just pass on the information. He can call you guys up please.

Speaker 4 ([00:09:05](#)):

Chairman? Yes sir. Oh, Mr. Myers, I apologize I haven't had time so I'm trying to look through this thing. Is he a state licensed contractor? I don't think

Speaker 3 ([00:09:15](#)):

Yeah. Yes.

Speaker 4 ([00:09:16](#)):

Where's his contractor number?

Speaker 3 ([00:09:19](#)):

I can get it for you. It's not

Speaker 4 ([00:09:21](#)):

On possess. That's fine. The second thing is I see what is this nine, nine bullet points or so is it possible we could quantify the dollar amount to those items so we can then say okay we think and he can put his

disclaimer, if you guys pull back on one of these bullet points, I'm not warranting it or whatever, but we're going to compare this versus the tire repair. We can say okay, we're willing to take that risk because we're going to save money and apply it to a full repair and I don't know if he had those capabilities. I'm not going to recommend it or even make a motion out of it. I'm just asking. Sure. I'm accustomed to looking at that as a contract.

Speaker 3 ([00:10:03](#)):

Taylor the quote, however you guys one he was, we used several roofers in the past years. He was the one we had success with for sure. He does a lot of work around the city. I'm sure he's licensed and everything and may have his permits and all that at the warehouse. So for his contract,

Speaker 4 ([00:10:20](#)):

If you could get that, I would make this a recommendation, this quote to the full board to be considered, I dunno if you want to call him and have him email it.

Speaker 1 ([00:10:34](#)):

I just looked him up on the website for the state and it's Fisher's Incorporated and it says Paul Fisher iv, all parishes, specialty roofing, sheet metal and siding. His license first issued March 20th, 1980 and he renewed March 28th, 2022. Expiration is March 27th, 2025. He has a commercial license. His license number is 1 3 6 9 7. Thank

Speaker 4 ([00:11:06](#)):

You.

Speaker 1 ([00:11:12](#)):

You do need though to get at least three estimates. Yeah. So you need to get two. Absolutely. I

Speaker 4 ([00:11:19](#)):

Agree with that. My point was to make this one of your Yes. Since he done working and the guy's familiar with agree, don't remember we have to work expeditiously because we

Speaker 1 ([00:11:31](#)):

Do time

Speaker 4 ([00:11:32](#)):

Clock.

Speaker 1 ([00:11:33](#)):

Exactly.

Speaker 4 ([00:11:34](#)):

Monday and Tuesday is and we're jumping in. So I don't know. Monday and Tuesday, as you mentioned, we have two others so I don't know how we come together or we give the chairman powers to make a recommendation to the board. The board we can recommend to the chair

Speaker 1 ([00:11:54](#)):

And I think you guys can recommend that the additional estimate that all the estimates you get be submitted to the board for approval or declination. But also Mr. Myers, can you tell your office to get in touch with this gentleman right now so he can start working on a whole Yes, I was going to. Okay. Ask him to go ahead and give us an estimate for the whole roof. Yes. So we're at least comparing it.

Speaker 2 ([00:12:19](#)):

Yes.

Speaker 5 ([00:12:20](#)):

I have a question as I should ask you. Your contractor right? Construction. Okay. What happens when we pass the part and then we come back and do the whole roof? They're going to take that patch up?

Speaker 1 ([00:12:32](#)):

Yeah. Yeah, they'd have to. That's why it would be better to do the whole roof and maybe start on Meyer's side,

Speaker 2 ([00:12:41](#)):

But no,

Speaker 1 ([00:12:43](#)):

Or if you're going to use someone when you negotiate with them, try to negotiate a deal that, look, we need you to do an emergency little patch right now to keep stop it but knowing that we're going to give you a big contract, so can you take something off of that? You

Speaker 4 ([00:12:56](#)):

Can't that but they're going to take that off that area.

Speaker 2 ([00:13:00](#)):

They're temporarily cover the area to stop it from leaking. Not actually a full repair. There you go. To stop from leaking because they're not going to be tear the whole roof off anyway. They got to tear off a section at a time so we can determine what section that we want torn off and move that way.

Speaker 4 ([00:13:15](#)):

Chairman, I would make a council's recommendation of the three pending. If you give us the two other roofer's name and assure us that they're state licensed contractors, you may not be able to get their contractor's number.

Speaker 2 ([00:13:34](#)):

We can get it from,

Speaker 4 ([00:13:35](#)):

But on the record, if you want to give us their name and then you can assure us that they're licensed and insured.

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

Speaker 2 ([00:13:44](#)):

Yep. One is h and h Roofing. Roofing. The other is Arlene Sheet Metal.

Speaker 1 ([00:13:51](#)):

Oh yeah, I know them. Yes.

Speaker 2 ([00:13:52](#)):

Orleans Sheet Metal Roofing

Speaker 5 ([00:13:53](#)):

As did you sent the new email?

Speaker 2 ([00:13:54](#)):

Yes. CC you all on it? My email to the both companies that I spoke with. Alright, move to the plum question Tim. I'm sorry.

Speaker 5 ([00:14:08](#)):

How much time do we have on your clock?

Speaker 3 ([00:14:11](#)):

I want to say about 20 days. I'll double check if you all get it going. And I send, if you send me a letter, an email just saying that we get three quotes and the roof repairs are pending, I can use that in lieu of having it repaired. I mean we like to get it repaired but when they come down to do the re-inspection, I can use that as a, I'm

Speaker 5 ([00:14:33](#)):

Going to stop us on getting it repaired. Says keep kicking it down.

Speaker 3 ([00:14:37](#)):

Well if you don't get it in that timeframe, and I'll give you the exact day, it's not going to shut us down, but as long as I have just something from the board of email showing actively pursuing, repairing it, roof repair New Orleans, you could have two more leads to walk. They're aware that's in common.

Speaker 2 ([00:14:56](#)):

Mr. Myers, what contact can I give the roofers for next week for when they get there?

Speaker 3 ([00:15:02](#)):

The warehouse manager would be best. That'd be Joe cio.

Speaker 2 ([00:15:08](#)):

That's my

Speaker 4 ([00:15:08](#)):

Guy.

Speaker 3 ([00:15:10](#)):

That's Greg. That's Greg. Greg will be on site. He'll be one of the guys on site. But Joe, the best way to contact me is by phone (504) 415-1849.

Speaker 2 ([00:15:25](#)):

How do you spell his last name?

Speaker 3 ([00:15:26](#)):

N U C C I O.

Speaker 2 ([00:15:38](#)):

Are we going on the roofing for

Speaker 4 ([00:15:42](#)):

Chairman? Can we make a recommendation now on this item before

Speaker 2 ([00:15:46](#)):

Move on? Yes.

Speaker 4 ([00:15:48](#)):

So I'll make a recommendation that the three quotes, including Mr. Mario's quote and your two contacts be considered for recommendation to the board or not the board, right? We need to do something expeditiously. Correct? What do you say? I don't know if we have powers. I don't know if the board gave us powers to accept folks, right?

Speaker 1 ([00:16:11](#)):

No, no. You should just make recommendations. Right.

Speaker 4 ([00:16:15](#)):

When at a board meeting, when's the next board meeting?

Speaker 2 ([00:16:17](#)):

That's at the end of the month, but what you're saying is trying to get something so we can move forward. So if the

Speaker 4 ([00:16:24](#)):

Quote came in at

Speaker 2 ([00:16:25](#)):

Five, that's what I was about to say the chairman could have. That's what I was about to say. So depending on, now that he knows that he's going to give his proposal for the new roof, they may bring

his repair total down lower and then Chair Hughes can actually make a decision to move forward with that.

Speaker 4 ([00:16:39](#)):

We won't be able to make a recommendation of his quote because he's above the chair's

Speaker 2 ([00:16:43](#)):

Power. I know I'm saying once we get the revised court in. Yeah,

Speaker 4 ([00:16:46](#)):

So he's going to revise possibilities, revise it down. We dunno that.

Speaker 1 ([00:16:50](#)):

No, and what I would suggest to Mr. Myers is that he talked to obviously to Dominoes and let them know that we're working expeditiously on it so that if they need to give you more time that they will, but yeah, that's what we're talking about, that the chair can spend up to \$5,000 without board approval. So if this quote we want it, the chair wanted to go ahead and do I think, was it 5,000 without board approval? I thought it was 1000. I think he thought it was 1000. It's

Speaker 2 ([00:17:29](#)):

Fine. I think originally it was 1000 but then in February we upped it to 5,000.

Speaker 1 ([00:17:34](#)):

Oh, okay. He

Speaker 4 ([00:17:35](#)):

Doesn't need any recommendations from this committee.

Speaker 1 ([00:17:37](#)):

Right? Not if he were going to just do it based on it being 5,000. The question is if you don't go with fishers and you go with another company.

Speaker 2 ([00:17:47](#)):

Well I mean yeah, at that point I'm just being whoever has the lowest proposal, that's whoever I would like to go with anyway.

Speaker 1 ([00:17:53](#)):

Yeah, okay. For the whole

Speaker 2 ([00:17:54](#)):

Board? Yes. The whole board. Yes. Plumbing. So the leak has been fixed as of this morning.

Speaker 1 ([00:18:08](#)):

Oh really? How

Speaker 2 ([00:18:11](#)):

Have we

Speaker 4 ([00:18:11](#)):

Finished the roof?

Speaker 1 ([00:18:13](#)):

No, those,

Speaker 2 ([00:18:14](#)):

Oh, I'm sorry

Speaker 4 ([00:18:15](#)):

Commissioner. We don't need any recommendations from this committee. These quotes are going to be in a \$5,000 below range, so I don't have anything further.

Speaker 1 ([00:18:30](#)):

Okay. Just to recap, you guys are still going out to get two more quotes for the entirety of the roof. You're going to let them know also though that what you need is an emergency at least stop gash measure over that warehouse. Yes. And to take that into account when they give us the entire quote, right? Yes. We're going to ask the same thing of Fishers.

Speaker 2 ([00:18:52](#)):

I will actually send an email out to Fisher Fisher also that I sent to the other two refers this morning to show exactly what we're requesting of them. I'll add that to my list of it.

Speaker 1 ([00:19:08](#)):

Okay.

Speaker 2 ([00:19:09](#)):

Right after the meeting I reach out to Fisher

Speaker 1 ([00:19:12](#)):

And your, if Fisher lowers theirs to 5,000, where you guys suggesting on just recommending to the chair of the board that he go ahead and do that as an emergency repair 5,000. The thing is then I don't know how you negotiate that deal. I'm talking about with asking them to lower their price based on getting the whole

Speaker 2 ([00:19:45](#)):

I'm saying no because I still want the proposal from the other two to show what their price is going to be for the temporary roof, the temporary

Speaker 1 ([00:19:53](#)):

Repair. Mr. Myers, do you think you can talk to them and get, how much more time do you have to fix for us to fix this roof?

Speaker 3 ([00:20:00](#)):

Want to say it's probably 20 days now. 20 days.

Speaker 1 ([00:20:04](#)):

Can they give us more time?

Speaker 3 ([00:20:06](#)):

I may be able to buy some more time with just a letter from the board saying that we're pursuing repairing a roof, actually replacing a roof

Speaker 1 ([00:20:14](#)):

Because

Speaker 3 ([00:20:16](#)):

You got chasing leaks in the same company's auditors and found leaks just about every time they come. I'm sure they'd be glad to hear that we were placing the roof

Speaker 1 ([00:20:24](#)):

And that wouldn't be a problem to get that letter

Speaker 4 ([00:20:27](#)):

Chairman. Yes sir. I do ask that It is creating an unfair advantage for his company that we explain to the other two vendors that our budget is \$5,000 so that they understand don't come in higher than that. So they can be as competitive as this vendor who's going to get an opportunity to reise a quote.

Speaker 2 ([00:20:57](#)):

I'll send him a notification. Also I CCC going on it. Mr. Myers, do you have an email address for fishers? I'm trying to find one online. Okay, he's getting that again. The leak has been fixed as of today. I still have the check that I was given back in February, but I don't know if it's okay. I want to confirm whatever want. It's okay for me to give the check to the plumber. It's \$150 check you paid. No, no I did not because the work wasn't done. I ref refused. I was just held onto it. Oh, okay. Yeah, I just held onto it. I thought he did it. No,

Speaker 4 ([00:21:55](#)):

The check should still be good. Unless there's what, 90 days.

Speaker 2 ([00:21:58](#)):

Right. And that's February. So I guess we confirm with Ms. Diaz or

Speaker 1 ([00:22:07](#)):

I mean if he's still the work and you have the check. Yeah, give check, give him a check and see if it goes through. Will

Speaker 2 ([00:22:15](#)):

Do. Also, that location is not where, that didn't cut off the water.

Speaker 1 ([00:22:22](#)):

It's not what I'm just

Speaker 2 ([00:22:23](#)):

The location. That photo that's right next to the front entry of the water valve. That's not the actual valve.

Speaker 1 ([00:22:27](#)):

Oh, that's what Woodward told me. Yeah.

Speaker 2 ([00:22:29](#)):

So he turned it off and then he went to fix the problem and water started shooting out, but he was able to stop it for a second and fix repair it.

Speaker 1 ([00:22:39](#)):

Well where is the shutoff?

Speaker 2 ([00:22:41](#)):

We don't know,

Speaker 1 ([00:22:42](#)):

But how did he shut off the water?

Speaker 2 ([00:22:43](#)):

He didn't. That's what I'm saying. He wasn't able to shut the water off to the building. That's not what that valve was for. Woodward was wrong.

Speaker 1 ([00:22:50](#)):

Oh Jesus.

Speaker 4 ([00:22:52](#)):

I say it too.

Speaker 2 ([00:22:54](#)):

No.

Speaker 1 ([00:22:55](#)):

Yeah, Ola said Yeah, of course. That's where it is.

Speaker 4 ([00:22:57](#)):

So there, there's water still being

Speaker 2 ([00:22:59](#)):

No,

Speaker 4 ([00:23:00](#)):

They're servicing the building. Yes. It's just not, the main valve is not charged. He actually,

Speaker 2 ([00:23:05](#)):

Whatever valve he shut off, we have no idea what that was for. Okay,

Speaker 4 ([00:23:08](#)):

Got it.

Speaker 1 ([00:23:09](#)):

Oh that's interesting.

Speaker 4 ([00:23:11](#)):

Didn't stop the leak.

Speaker 2 ([00:23:12](#)):

No, it didn't stop. He repaired the leak because he took the hose valve off and then when he took the hose bill off, water shot out, he said he was able to stop the water briefly to actually repair it.

Speaker 4 ([00:23:24](#)):

And that's the a hundred a dollars check. He

Speaker 2 ([00:23:26](#)):

Asked the \$150 check that we Yes, correct.

Speaker 4 ([00:23:29](#)):

I think we're more fiduciary than some legislators and government officials. So if taxpayers got a problem with \$150 repair like that, good work.

Speaker 2 ([00:23:40](#)):

Made it work, made it happen. I think that's everything for item five

Speaker 1 ([00:23:45](#)):

And also item six. Yeah, those are the only plumbing sewer repairs. I mean obviously you've got more plumbing to do as you start to repair your building. Correct. But those are the emergency ones.

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

Speaker 4 ([00:23:59](#)):

Can I ask the gentleman who walked in last, what line item is west here? West is,

Speaker 1 ([00:24:09](#)):

Let's see, what is he? Oh, a fuel reports number eight. Okay. He's number eight.

Speaker 4 ([00:24:13](#)):

And what about miles?

Speaker 1 ([00:24:15](#)):

Miles is anything that has a van written by it. Okay. Next line item. Okay, so that would be the next thing up is the, and now some of these, as you all know, our chair put a lot of these items on. So discussion of the access agreement, our chair, put that on. I wasn't sure if there was something in particular he wanted to discuss about it and I've been focused on doing the lease

Speaker 4 ([00:24:48](#)):

Chairman and Pat what our item is. Pat after this one can we

Speaker 1 ([00:24:55](#)):

Just No, pat was here for the roof. Okay. That's what right path. And he might want to talk about pest control. I thought that pest control and I'm sorry this is out of turn. So shouldn't be. I thought pest control because Michelle had asked about that. That should be something that's up to you to do. Not the O R P. We don't provide pe, the board doesn't provide pest control. Talking to me. Yeah. Pest controls. We have

Speaker 3 ([00:25:21](#)):

Complete pest

Speaker 1 ([00:25:22](#)):

Control. Okay. You all provide that, correct? Yes. Yes.

Speaker 3 ([00:25:25](#)):

We

Speaker 1 ([00:25:25](#)):

Pest control on our side of the

Speaker 3 ([00:25:28](#)):

Facility that we occupy and the inside.

Speaker 1 ([00:25:31](#)):

Yeah, I saw it in your report. Yeah,

Speaker 3 ([00:25:33](#)):

It's a biweekly,

Speaker 1 ([00:25:35](#)):

That's what I thought.

Speaker 4 ([00:25:38](#)):

Discussing

Speaker 1 ([00:25:40](#)):

Michelle, put that on the agenda. So I don't have anything else for Mr. Myers. I thought that was your question. So Mr. Myers is free to stay, but the next thing on the item is the access agreement, which miles, thank you for printing it out and thank you for printing with all these attachments because I don't think that the board, ever since we get everything electronically now, I don't think the board ever printed it out and really looked at the attachments. So that's really good. And the reason it's really good is because under this original access agreement, you all said that they could do what was in exhibit A. I think it says exhibit A and not exhibit B and exhibit B and exhibit B, exhibit A is your storage area proposed warehouse area. So exhibit A is a map of the floor of what you guys wanted to do, right? That's sort of the floor map, the existing tenant space. If you turn to that, you'll see the area says existing space not in the scope. That orange line that is the one hour firewall, the top part of that line I think was an existing concrete wall, correct Miles that you did and Mr. Myers that you didn't touch. Is that correct?

Speaker 3 ([00:27:12](#)):

Hold on, I'm just looking at the orange.

Speaker 1 ([00:27:14](#)):

The top orange line. The top

Speaker 3 ([00:27:16](#)):

Orange line. Correct.

Speaker 1 ([00:27:17](#)):

That was the brick wall I not brick. It was a concrete block wall that was already there. The longer, so if you're looking at it as an upside down L, the longer part of the L that is pointing down towards new slab, that is the now one hour firewall that they meaning at van through Woodward constructed the yellow lines or the inside or interior walls that they built. I can tell you when you look at the pictures from the tour that I took, the little small, so it looks like an upside down H. So the wider part of that H at the top, that is their electronic room. It has a lot of, what do they call it? Low voltage wiring for all kinds of electronics. And then this part here is their, where their main factory is with their, I don't know, silos for lack of a better word. I don't know what those things are. They look like big flower shift sifters to me.

Speaker 3 ([00:28:24](#)):

Maria, the yellow line that goes right down the middle? Yes. That's not a new wall. That was, that's an existing C N U

Speaker 1 ([00:28:31](#)):

Wall. Oh that was an existing, okay, that was No,

Speaker 3 ([00:28:34](#)):

No. There were some openings

Speaker 1 ([00:28:35](#)):

And doors. Ah yes, that was our existing concrete block

Speaker 3 ([00:28:39](#)):

Wall. That's an existing C M U. What's the fire rating on that wall?

Speaker 1 ([00:28:43](#)):

The yellow one? Well that's our existing one. It's probably

Speaker 3 ([00:28:45](#)):

Hot. It's C M U block, that wall. It's an hour. But

Speaker 1 ([00:28:50](#)):

That concrete block, C M U. Yeah, thank you. I don't know

Speaker 3 ([00:28:54](#)):

What the M stands for.

Speaker 1 ([00:28:55](#)):

I don't either.

Speaker 3 ([00:28:57](#)):

Concrete masonry units.

Speaker 1 ([00:28:59](#)):

Okay. Which the rest of the world calls a concrete block, cinder block. Our cinder block. So that was the existing one. If you took the tour originally and this was the room that had the mezzanine in it, that mezzanine floor right here. And then this is the front part of that room right now. You'll see on the pictures that they just have a lot of boxes and if you look at the pictures I sent and I think that's going to be their room. I think Omar told me when they finish the production here, they'll store their packages here for pickup for shipment miles. Am I right?

Speaker 3 ([00:29:38](#)):

Yeah, I think they described it probably when they described it. They described the receiving rooms I would be receiving and going out I suppose.

Speaker 1 ([00:29:45](#)):

Yeah, like I said, put the boxes there for them to come and pick up.

Speaker 3 ([00:29:49](#)):

Yes. I presume if it's where it's coming in, it's probably also where it's going out.

Speaker 1 ([00:29:53](#)):

And then on the side, so this wall is the exterior wall of the black wall here. All of this is new. You have a new slab in the back. I don't know what's on that slab in the back. Do you know what's on this one in the back all the way or Wes is here.

Speaker 3 ([00:30:10](#)):

I do think that be wrong west. You might know this up. I think that one of the slabs in the back, maybe the very last one maybe they ended up not doing. I'm not sure. I think they took out one of the slabs.

Speaker 1 ([00:30:26](#)):

Oh okay. And then there's another slab, then there's another, the first slab in the front, I know it has a nitrogen tank and the big H V A C unit and then you see in the front where they have a new slab all the way in the front that's actually inside of our parking lot in front of one of our parking lights next to our cypress tree. I don't know why. And when you all get there, we're really talking about the agreement. This is under construction report. I don't know why that's not on the slab in the back instead, but they'll talk to that later. So that's what you've got there. And then B is the most more important one and it's something that I can't really read. It's got small print right now, but this was showing what they were originally authorized to do under the access agreement.

Speaker 3 ([00:31:20](#)):

That's that first page is part of exhibit B also is that plus a demolition.

Speaker 1 ([00:31:24](#)):

Okay. So it was a demolition plan. Alright, that was it. Exhibit C are the full plans, which in this agreement it says that this full plan's exhibit C would not be done until a lease was signed but that they didn't need to go back to get Meyer's approval. Meyers had already approved on everything but that in order to do all of this, they needed to get further approval Now in meetings since then because this was signed February 28th in meetings since then, Miles came and asked for a further expansion of the access agreement and I guess some kind of way he spoke with Greg but Greg had said, I don't want to speak for you Greg, you're here had said okay it looked okay to him. But the problem that I have is one, we never ever put any of that in writing and in order to be valid real estate agreements have to be in writing.

([00:32:34](#)):

Plus this agreement I think says it has to be in writing. We never did that in writing. And also the problem that I've just spoken to Miles about is that an access agreement is just that. It's supposed to be to give you initial access to come in, look around, kick the tires, see what works, see what doesn't work,

help you to negotiate. We are now trying to turn or we have been trying to turn an access agreement into a lease agreement, which legally makes me very queasy and I just don't think it should be done. So this is why it's really urgent that we get the lease agreement completed and so that they can continue work. I don't feel comfortable saying to anyone they can continue doing more work than they've done because they've done a lot of work under this access agreement. We need a lease. And I guess maybe that's why the chairman put it on here just to discuss that and if anybody wants to ask any questions, that's fine.

Speaker 5 ([00:33:33](#)):

Mr. Chair?

Speaker 3 ([00:33:34](#)):

Yes,

Speaker 5 ([00:33:35](#)):

I have a question to Miles, can you show me in the access agreement where we gave all rights up to you all to go and speak on our behalf and authorize stuff with the city regarding permits?

Speaker 3 ([00:33:54](#)):

I'm going to try to suss out the actual question from that leading question.

Speaker 5 ([00:34:00](#)):

What I understand this what you all have been using to go and get permits and signed off as the owner and y'all don't have a lease. I just want to see the access agreement where we signed off followed.

Speaker 3 ([00:34:12](#)):

So a couple things. One nobody signed off on other than the

Speaker 5 ([00:34:17](#)):

Accurate, just show me in the access agreement we gave up our rights and you had people who were heads of departments in the permitting process sign off in on that line that says property owners.

Speaker 3 ([00:34:33](#)):

So I want to, there's obviously been a lot of whatever we to now I don't want to rehash anything when I'm answering questions so I have to answer them fully and correctly. So if there's premises within the question that aren't correct, I don't want to be argumentative, but at the same time I don't want to say they're accurate.

Speaker 5 ([00:34:50](#)):

I'm asking a question Mr. Miles. I understand. I just want a direct answer because

Speaker 3 ([00:34:55](#)):

I can only give a direct answer to a question with the premise that's accurate. So let me say this one, nobody represented any party other than an R B P as the owner. Two, the permit was applied for by

Woodward contractor, which is standard three when that's done and you've got the consultant here so he can add to anything and correct anything that I say When that's done is and the board is or that the city is certainly going to need something saying that there is the authority from the owner of the property to do so. In this case, one at least for a certain scope there's the access agreement which offensively gives that authority and then Sue,

Speaker 5 ([00:35:39](#)):

Show me where it

Speaker 3 ([00:35:41](#)):

Says that in section. Well one, the execution of it says that the plans are approved up to a certain scope obviously. And two, in terms of language in section seven additional terms I to be the cooperate from ation of documents and process necessary or process necessarily appropriate documents. So there's that again, there's the plans which are

Speaker 5 ([00:36:24](#)):

So in other words it is not in here.

Speaker 3 ([00:36:31](#)):

Think I said

Speaker 5 ([00:36:31](#)):

I'm not trying to be argumentative. I ask the question. So my question has been answered that is not in here because at one time did anybody from N O R V P go sign off on anything for permits? Now one time city administrators did that. So we sitting here operating thinking that we signed our privileges away when in fact we did not.

Speaker 3 ([00:37:02](#)):

I think I've answered the premise of the question, but again there are underlying statements in

Speaker 5 ([00:37:05](#)):

That question. My question was just straight up we did not give authority for them to And what was that? Section seven?

Speaker 1 ([00:37:19](#)):

Section seven says that no N O R V P and Myers agree to timely cooperate with permit applications and other documents and processes necessary or appropriate to Ivan's access and work as contemplated by this agreement including execution of required documents as permitted under the laws governing N O R P bp.

Speaker 5 ([00:37:46](#)):

Now one time were we called to go down there for permits

Speaker 3 ([00:37:50](#)):

But that would not be standard. They don't call owners down to go to permits.

Speaker 5 ([00:37:54](#)):

I built my own house and other people have done and I work with people through permanent process, one stop shop. They always tell me they should have a desk down there for me. And I don't know any instance where my clients or me, myself or my contractor did not have to sign off on permits. Not one time did the department head sign off in my stead.

Speaker 3 ([00:38:24](#)):

That's not what happened to this ma'am accurate statement presently working on a 30 million contract or permit where what you're talking about didn't, it's not an accurate premise.

Speaker 1 ([00:38:38](#)):

Well I think the important thing now is that no work will be done, further work will be done until the lease is signed. At which point in the lease? Well they've already gone, I mean I think Miles told me that they approved the accessory permit today or yesterday, correct. Miles,

Speaker 3 ([00:39:01](#)):

I dunno, yesterday, two days ago I'm

Speaker 1 ([00:39:02](#)):

Sure something like that. But no further work should happen until there's actual lease in place.

Speaker 3 ([00:39:09](#)):

But again, we applied for that on it was the instruction of the board a week or two ago to apply for that accessory permit. We did that at the request of the board specifically

Speaker 1 ([00:39:26](#)):

And after there's a lease, I think that we can put some language in there, which you normally do is that no work's done obviously without the written approval of the board and the board knows what they want to do. I think we can tighten it all up. By the time you get to the point of starting to work again, we'll have a hold harmless from Woodward. You'll see the contract. I will make sure that we have everything in there that will cover the board as far as any kind of liability. And once you have the lease in place, you can finish the work as approved by the board. Of course the board has to make sure that they're fine with everything. And I know one of the things that the board has considered, I see someone just came in but I don't know who that is.

([00:40:21](#)):

Noah Lewis. Oh that's okay. Mr. Noah Lewis arrived at 3 49. One of the things that's important I think and oh is that the accessory structure, I know just from internal conversation with some of the board members has been a concern about that. The one that's going to have the, and I'm using Omar's words here, the highly flammable alcohol and other products would be moved somewhere else possibly. And I want that to be moved to the discussion under the next one, under the construction field reports and all because I don't want to start using my words and then they're not the right words. It's like when I bring the car to get fixed and I say the thing, the other thing doesn't look right and I use those kind of words

and they're not accurate so I'll let other people use the right words. But I think Miles and I have spoken and I think we're very clear that work will not be done again until there's a lease in place and that we're working really diligently to get that lease in place. Would that be an accurate statement that we've had those conversations,

Speaker 3 ([00:41:30](#)):

An accurate statement? That has been the message that has relayed to me by your esteemed counsel.

Speaker 1 ([00:41:37](#)):

Okay, so I dunno if you want to talk more about the access agreement, if you all don't, you all can move on to the next topic. Are you ready to move to next? Yes, I'm sorry, go ahead Commissioner Tucker,

Speaker 4 ([00:41:54](#)):

Are we just discussing mod items? Are we making recommendations?

Speaker 1 ([00:41:59](#)):

I think you may be making recommendations under three under eight, but I mean you're free to make a recommendation anytime you're commissioner

Speaker 4 ([00:42:08](#)):

Chairman. Would you allow him to finish? Yes please.

Speaker 3 ([00:42:17](#)):

After receiving the agenda and final meeting yesterday afternoon, spoke with the councilman this morning, sent out this email that didn't have anything super specific in it went to the committee chair and to the vice chair and the chair of the board and the council and just before we move past any one agenda item, just because I didn't know how the meeting necessarily played out and I didn't want there to be a scenario as maybe it's been suggested in the past where something's brought up for the first time in a meeting and again just got the agenda yesterday. What I did want to say is this, I didn't know how a meeting would play out. There'd be certainly possibilities that things would come that could change the trajectory of where things had been. My appreciation prior to recent conversations with Maria had been that the intent was for us to negotiate the lease, get the lease, which is mostly negotiated actually in terms of most terms, but to get the lease approved hopefully on July 28th at that meeting and then after July 28th immediately thereafter put up the 14 day notice and then the lease would be executed then sometime mid August and that

Speaker 1 ([00:43:40](#)):

Miles we do have a subject line to discuss the lease. So we're not there yet.

Speaker 3 ([00:43:43](#)):

Well I know but if we move past one thing that they all kind of interact with each other. If we move past one of that, I don't want, if I asked to go back to another, I don't want to be out of turn in doing that. And then I think my appreciation had been that there were some issues obviously related to permitting that came up at the last time we were in this room and there were some items that were given of us to take care of and make sure they got done. And I think we've worked pretty diligently at getting there.

But my appreciation had been that once that was done sort of the conversation, there are no promises given but the conversation would certainly reopen in terms of allowing work to get back, going in advance of that I guess August, mid August-ish lease execution target date.

(00:44:42):

And so I guess the general quest I made, which maybe now might be a little more specific but still general is that if something was going to happen to change any of that timeline, if there were things that we could consider to in partnership do things differently to keep the timeline but still in respect of whatever the thing was to change it. So here the thing to change it is what Maria's saying about not starting work until the lease is executed. So if our goal was to start the lease and be able to basically get going in mid August, if that's still our goal, then I think we can still achieve that even if the work isn't, we could just maybe three ways that we could do that maybe more. One obviously we can get started, get the blessing, get started on the work if the consultant never else approves.

(00:45:35):

But if that's not going to happen, there's also putting the notice out in advance of July 28th instead of waiting July 28th if we have our terms agreed on in advance. And then alternatively we could, oh, if there was a desire to have a different date for the meeting than July 28th, 28th, I'm not here necessarily suggesting any one of the other, the board would have to determine what made the most sense. But I guess what I'm suggesting here is that if there's something in this case not doing any work until there's a lease that threatens to push back our target date, I think there are probably a few things we could do to keep that target date on. I think all of this would be subject to one reaching agreement on the terms to satisfying the board and the board's consultant in terms of the permits and obviously anything else, any other legal concerns. I guess that's my general thing. So whether that's achieved through access agreement and maybe it's not whether it's achieved through lease or whether that's achieved to just targets that we're putting out there. I just wanted to say that generally and whatever line item the board would choose to take that up or that's up to you all

Speaker 4 (00:46:49):

Counsel. So we're clear on your access agreement comment, commentary, you believe that it is not suffice for us to allow ivano or woodwork to continue construction?

Speaker 1 (00:47:08):

Yeah, I would not feel comfortable with that because I feel that we've already far exceeded the scope of what would be an access agreement and at this point we've got someone who's not a tenant, acting like a tenant with the sort of tacit blessing and are basically violating the whole spirit of the lease law that tells us how we have to go about it when we want to lease a property. So I think that if anyone were to look at it, even at the state, they would say, well okay, you can call this an access agreement wink win, but we all know it's a lease agreement at this point the way that you're acting. So I think that we just need to straighten it up and go ahead and get a lease done and we shouldn't be doing, shouldn't allow further work to be done.

(00:48:09):

But I'm glad that we would have and hopefully everything would be ducks in a row so that they can go ahead and get started. The moment that they do have the lease, I mean I am not a contractor but they've done quite a bit of work so it doesn't look like it would really take that much more work for them to get it started to get it completed and done and Miles and I even had a conversation, I said look, let's just say they did all the work today and that building was just ready to walk into and which I must

say right now you guys don't even have access to that part of the building. I don't think you have a key to get in. I don't know how you get in. Do you have access? I mean they're not the tenant but you don't even have access to your own building right now. The key, I don't know.

(00:48:58):

So that lockbox is not on the door anymore. The lockbox is on the door, but that portion that they have built is completely separated from your building now. So how would you even access that portion of the building? For example, you would like Mr. Pfeiffer to take additional measurements to confirm him. Well he can't get in there without somebody from a van coming in unlock the doors and letting them in. So right now you've got someone who's not a tenant who but seems to be a tenant. It's just really too much right now. So that's why my strong recommendation would be to have everything lined up so they can go back in and finish the work quickly but have the lease in place first at that point. The other thing question I was saying that Miles and I spoke about, I said, well let's just say that they're allowed to go ahead and do whatever their finishing touches are right now. I said then what would they do? Would they wait until they had a lease to start working? And I think both he and I know no because anxious to get started. So if everything was completed they would move in right now and start working. So then what have you done? You've leased out a property without really having to lease, but I mean you just violated everything. So no, I mean that's my recommendation and that's the logic behind it.

Speaker 3 (00:50:24):

One important thing, I forgot if you don't mind, I'm sorry, forgot to mention it. I sent this in that email and also to Wess, it's at the bottom. I got a list of a few things that was asked that if they were not, that were deemed as sort of that the board might want done, even if they don't want anything else done, which is for example, there's the, and Mr. Myers might want done the fire caulking is not a hundred percent done yet. So they were requesting to be able to go in and finish that. There were some places where pipes are going through exterior walls and so you still have that hole in the pipe going through and that isn't sealed off. So what they were suggesting is for those areas of making those ceilings and those sort of things, the specifics are in the email that even if the board were not to allow any work to start soon or not to let any work start at all until the least, that these are things that the board may actually want them to finish off and that we would kind of hastily them away, as you all know.

(00:51:31):

And if had told 'em, hey, take a day or two clean and stuff up, they would've done that but they did not do that in advance.

Speaker 4 (00:51:47):

Chairman, yes, I want to take a point of personal privilege or information because our diligence is to the board as a committee and we need to do something with the, I can't figure it out myself and there's so much conflict, but I want to move till the board doesn't spend so much time on this and whatever we want to do with the privilege of this committee, we want to do with this, these items, we need to figure it out because we just can't move past them and they're just open. There's no recommendation. No, we're going to postpone it. We're going to make a recommendation to not move forward with this at all. I'm struggling.

Speaker 5 (00:52:39):

I don't understand what you mean. What is it you're talking about? Not move on, move forward

Speaker 4 ([00:52:43](#)):

On what? On these items we just passing. We're having discussions and we're going to the next one, we're going to the next one and there's no, as a committee, there's no recommendation for the board to go either the direction we are just having conversations and we're moving.

Speaker 5 ([00:52:59](#)):

But you can make recommendations. You can make recommendations.

Speaker 4 ([00:53:06](#)):

I know I can as a commission, I just don't have any, I'm asking plus us together to come up with something that we can bring to our board. We just, I've heard this before and

Speaker 5 ([00:53:20](#)):

The attorney just gave her opinion and that is not to move forward until we have a lease. We should have had a lease from the beginning.

Speaker 2 ([00:53:33](#)):

My understanding, I'm sorry. My understanding was we already approved to not go forward until we had a lease at the last board meeting.

Speaker 5 ([00:53:41](#)):

Correct.

Speaker 2 ([00:53:42](#)):

I don't even see why

Speaker 4 ([00:53:43](#)):

Is they don't want any

Speaker 2 ([00:53:44](#)):

Change. Well it was from cherry hug so I don't

Speaker 1 ([00:53:48](#)):

Know what was Yeah, I didn't put it on the sheet

Speaker 2 ([00:53:50](#)):

Mind. But now with what my just said about the life safety issue and also elements, the building being exposed, exterior elements. I do want the fire caulking between Myers and the AL space done immediately and also to seal off any penetrations to the exterior wall.

Speaker 4 ([00:54:12](#)):

Second,

Speaker 2 ([00:54:14](#)):

That's

Speaker 5 ([00:54:14](#)):

Now let's have discussion on that. So that means we are going to have to maybe hire Wes to go watch them to make sure that that's all they do. So you want to put that in your motion too.

Speaker 2 ([00:54:28](#)):

That would be

Speaker 5 ([00:54:32](#)):

We already paying buyers. Right? But because of all of this I don't trust.

Speaker 2 ([00:54:38](#)):

I agree.

Speaker 5 ([00:54:39](#)):

I understand. And they may go in because they had said this was the Friday of the meeting, we said for them not to go on the property and they went anyway twice. Wanted to put refrigeration stuff, refrigeration equipment, some kind stuff and they went twice after they were told not to. And I agree we don't need any intrusion from Rowlands and water and all that stuff. I totally agree. But then we'd have to pay Wess or somebody like Wess to go babysit to make sure that they don't do anything more than what they said they're going to do here.

Speaker 4 ([00:55:18](#)):

Tim, can I comment to that? Isn't he already paid like he's covered to do his work?

Speaker 1 ([00:55:26](#)):

He has scope.

Speaker 4 ([00:55:27](#)):

Is that in your scope to whenever we request you go out? Yes. Okay.

Speaker 1 ([00:55:32](#)):

Up to a certain amount of money. Right now certain he's capped at a certain amount of money on

Speaker 4 ([00:55:36](#)):

90% done with 95% almost done with construction. So give him something to do. He can go

Speaker 5 ([00:55:44](#)):

Wait, Nike's not doing anything already.

Speaker 4 ([00:55:47](#)):

What is it?

Speaker 5 ([00:55:48](#)):

He has a report

Speaker 1 ([00:55:49](#)):

To get? We just haven't gotten to it because we're still on access agreement.

Speaker 4 ([00:55:52](#)):

But if he goes out and do something else, it doesn't cost us anything. It's not like we don't eat away at
No,

Speaker 5 ([00:55:59](#)):

He have given us a price according to his scope of work.

Speaker 4 ([00:56:03](#)):

So we got to pay him additional.

Speaker 1 ([00:56:05](#)):

No, let

Speaker 5 ([00:56:06](#)):

I'm thinking meant babysitting and watching. See if they're doing what they're supposed to do or

Speaker 1 ([00:56:09](#)):

Not. You guys, he has a, he saying he'll do it. Wait, lemme see. Has a, I don't know where he is on his
billing. I don't look at his bills. He has a not to exceed amount. So I guess what she's saying is understand
what you we putting. He said

Speaker 5 ([00:56:23](#)):

He'll do

Speaker 1 ([00:56:23](#)):

It as long as of

Speaker 5 ([00:56:25](#)):

Course he will do it. Thank you. Hold on him

Speaker 2 ([00:56:28](#)):

To do it. No, but

Speaker 5 ([00:56:30](#)):

You can't say that. Why not? Because what he gave us a scope of work. So that's outside of the scope. That scope it may be. So is it outside the scope?

Speaker 6 ([00:56:39](#)):

I think a compromise would be is that in, its the hourly research and site visits and I court estimated so many on each side. This account is, I don't believe I need to be there the entire time watching 'em. If I can coordinate with Miles and Woodworth, they say we're going to go out on a certain day and we'll be finished by a certain time near the end of the day. I can go out there, check it, make sure everything's copacetic. I have pictures and notes and everything up until this point and just treat it as a site visit. You wouldn't charge us anything else. It would just be with a regular site visit

Speaker 5 ([00:57:13](#)):

To do. You're doing it as

Speaker 6 ([00:57:15](#)):

A it's

Speaker 5 ([00:57:16](#)):

Courtesy compromise.

Speaker 2 ([00:57:18](#)):

I

Speaker 5 ([00:57:18](#)):

Don't

Speaker 2 ([00:57:18](#)):

Think that's, that's what I was getting to. So basically what we need from advo is scope of the items, the items

Speaker 1 ([00:57:30](#)):

In writing,

Speaker 2 ([00:57:31](#)):

Every single penetration

Speaker 1 ([00:57:31](#)):

In writing.

Speaker 2 ([00:57:32](#)):

Yes. Scope of location for the fire penetrations and for the exposed the openings. I need that scope and an estimated amount of time for it to be done.

Speaker 1 ([00:57:47](#)):

The problem that I have is that as a committee you can't, you can only make recommendations. You can't move on things. That's my problem.

Speaker 5 ([00:57:56](#)):

That's our recommendation. Can we vote on it? The vote are recommended it to the board. Yes, that's what we're doing.

Speaker 1 ([00:58:04](#)):

There we go. But I

Speaker 2 ([00:58:05](#)):

Just want to stay clear what I'm asking. Recommendation. This is the motion, right? This is, I'm sorry, we have the recommended A team, right?

Speaker 5 ([00:58:14](#)):

No, you make your recommendation.

Speaker 1 ([00:58:15](#)):

You make recommendation.

Speaker 2 ([00:58:16](#)):

Recommendation. My recommendation is for advo to provide a list and location of the items that need to be corrected to seal penetrations and fire stopping amount of time that is going to take to get it done. Once we receive that from eval in written in a written document, this is the recommendation. Then we will get in touch with Wes for Wess to go in after that work is done. He already has field reports. That should be up to date right now, correct? Wess? Yeah, so we know exactly what it looks like in it. If a leaf moves, we already know it from the photo, it's not going to be there.

Speaker 1 ([00:58:58](#)):

Okay, great. Very good. And that's a motion by you seconded by you second. Great. Alright. And that's going to be the recommendation to the board. Thank you. Aye and all in paper? No. And you're not in favor. Okay. Alright so Oh, I could do a roll call but obviously I aye. Yes. Aye and aye. Okay. Three, two in favor, one against it passes. Alright, so that'll be a recommendation to the board just to be clear, miles, that doesn't mean they can go and do that right now it has to go to the board. So I just want to be very clear that it doesn't mean that tomorrow you can start doing that and it has to go to the board, but do please get the writing to us. So the sooner I can get it to the board, the longer they have to review it and everybody always appreciates having stuff they can review. Go ahead.

Speaker 3 ([00:59:53](#)):

Just to clarify, so if that would mean at this point is that it would be, unless something were to change would be July 28th that there would be action taken

Speaker 1 ([01:00:01](#)):

When Right, exactly. But do get that list.

Speaker 4 ([01:00:06](#)):

I don't think that's what y'all intent was.

Speaker 1 ([01:00:10](#)):

Yeah, I I would

Speaker 3 ([01:00:11](#)):

Think they might want the fire caulking and penetration.

Speaker 1 ([01:00:14](#)):

Well then I don't know how they do it since they're in a committee that cannot take action. So how could that happen? I don't think that could happen. We're just

Speaker 4 ([01:00:21](#)):

Making recommendations. We're flushing this stuff. That's it. We are not going to spend so much time at the next board

Speaker 3 ([01:00:29](#)):

Meeting. I guess the way I look at it, and this might not be the right way, so I'm not going to waste time other than just to say it, is that there was obviously a sort of unofficial but sort of stop work order so to speak, given a few weeks back. That obviously is the case. I'm not saying unofficial in that, using that term just because it has an actual meaning in permanent departments, but we've basically been given that by the board and we've followed it. So what I'm saying here is that my thought would be is if there are limited things that y'all would want to do that I would think the board would want that fire caulking, I would think the board would want the penetration done to lift the stopwork just for those things that are

Speaker 1 ([01:01:10](#)):

Well the is

Speaker 3 ([01:01:11](#)):

Going to be the case because these are not things that are,

Speaker 1 ([01:01:14](#)):

But you know what the good thing is? There's no operations going on right there. So the likelihood of there being a fire right now is got to be extremely low. I mean, other than lightning going inside the building or something, I don't see that is being, I mean probably the pest thing is the worst thing, but Mr. Myers has pest control, so I think he's capturing every single rat and killing them.

Speaker 2 ([01:01:40](#)):

Honestly for me it's just knowing that it's a possibility that it could

Speaker 1 ([01:01:44](#)):

Happen. Yeah. So I mean that's my issue of it happening in the next two weeks is probably not that high

Speaker 4 ([01:01:49](#)):

Point of information. Miles. Y'all going on a property after we say not to go back to Commissioner Plums point. Have y'all been there twice? Y'all not helping sir?

Speaker 3 ([01:02:02](#)):

No. So again, I actually appreciate the opportunity to correct and I think y'all know the first part. You probably know both generally. The first part already Friday had the meeting, told us to stop the next Saturday I get a text message from Omar at seven something in the morning or eight something, whatever it was. I wake up, I call him back at 9:15 AM He goes, we didn't know this but there's an electrical sub out on site. What do you want me to do? I said, alright well let's call 'em off.

Speaker 4 ([01:02:34](#)):

Did say Commissioner Tucker was out

Speaker 3 ([01:02:36](#)):

There. He called, he calls them. He calls me back about 10 minutes later said Call em take two hours to mobilize. By the way, they told me that Commissioner Tucker was on site. Now I don't know what time you got there, but I could probably show you the first

Speaker 4 ([01:02:50](#)):

Text message from you weren't earlier than me but I was there.

Speaker 3 ([01:02:52](#)):

I could probably show you the first text message from before unless you got there real early. No, I got that. So that was the case. They demobilized shut stuff down, didn't finish the work obviously. And then I believe that there was, I believe I know that an email I put out, either me or Omar put out by the way, since they're stopping and going to do other work, people have to go get some tools, get their stuff and take it off. So those are the two instances that were there. If there's anything else, it's not anything I've been told about or aware of and I don't think anything else has occurred other than that and I don't think we can tell people they can't go get their stuff and take it to the alternative job.

Speaker 4 ([01:03:41](#)):

Interesting.

Speaker 6 ([01:03:42](#)):

If I may add something to the sealing things up as the board consultant on construction and as a licensed commercial contractor, I would be concerned with racks, rodents, anything getting into the open things and while it's kind of a snowball effect, so if you have openings in the walls that I did actually see yesterday and part things I want to notate today is that there are access points for small critters. They can get in. There is electrical in there operating there, there's AC operating and live electrical. If you have rodents getting in water getting in that can get to the electrical, that can cause a fire and if the firewalls are not complete at this point, that does pose a risk to any of at tenants

Speaker 4 ([01:04:30](#)):

Chairman. Yes. I may have missed something. I thought that was a part of his recommendation, right? Yeah,

Speaker 6 ([01:04:38](#)):

Basically. Go

Speaker 4 ([01:04:39](#)):

Ahead. Right or wrong because Miles, you threw something else. I may have missed something. Everybody else, everybody's lawyers and stuff in here, not me, but I thought I heard you say in your recommendation that's what we're concerned about as well, but we're covering that in our recommendation and that's why the recommendation is being made to the board. We can still be on the board, right? Be on this type

Speaker 3 ([01:05:05](#)):

Action. Well I guess the thought here is honestly kind of the same thought I had when I was listening to Mr. Myers and the roof item is there's a point at which you just have a drip and it's not that big a deal. There's a point at which that's like an emergency repair and it's just provides, I'm not saying that this is

Speaker 1 ([01:05:25](#)):

But Miles I have a question. They were working there every day for how long and leaving, how long has that hole been there and they just left the hole and every night they go home happily and leave this hole. I mean if a rack can get in now, it can get in tomorrow, it can get in. It could have gotten in during all that time they were there. This doesn't make sense.

Speaker 3 ([01:05:44](#)):

So I can't speak to, I guess all I'm saying is this, and here's what I do want to be clear. I'm making this request to others so I'm going to make sure that y'all know I'm making it myself. I'm not the expert in this particular area. There are other people, two sitting over there and one sitting right here. That one sitting right there that know this better than I do. So I know I was sent some pictures of what they're talking about. I do not know if it's all of 'em, but it's definitely some of them if not all of 'em. So I can definitely forward those and if there's something that y'all feel is comfortable, the experts in the room feel is comfortable and it isn't a big deal for waste until July 28th, I have no problem going back to my client and saying, Hey, there's people.

Speaker 1 ([01:06:22](#)):

Yeah, I'm just curious

Speaker 3 ([01:06:23](#)):

That know this and they're saying it's okay

Speaker 1 ([01:06:25](#)):

As the attorney, I'm curious to know they've now think that this is such an emergency that it needs to be covered. I would like to know how they were handling it during the months since the time they made the hole until they left. How were they handling it, counsel?

Speaker 4 ([01:06:39](#)):

That's fair, but we have someone that's on our side and we hired that stated it is on a record in emergency

Speaker 5 ([01:06:51](#)):

We got to take care of But you didn't bring a recommendation for an emergency. This is my thing Mr. Chair if I can. Yes,

([01:07:00](#)):

I totally agree with all of this sister. What I don't like is the fact that we will hoodwinked and I'm going to use those words we will lied to throughout this. So the integrity of words coming out of the tenants, the potential tenant's mouth and from their lawyer bothers me. I don't trust them. We've had to hire Wes, Mr. Pfeiffer to watch them to go check on them. That's the problem. So for Mr. Grandes and to try to make it look like we are the bad guys because they need to plug up some holes that they left open, bent open. It ain't coming on my back. If they had been honest and people of integrity when they first came to us, I wouldn't have a problem. Yeah, y'all going to take care of it, but I have an issue of trust and that's why I said I would not trust that they're going to go back there and just plug up some holes.

Speaker 1 ([01:08:13](#)):

May I make this suggestion? Wait, wait, wait, wait. Let Na, I'm going to give you a second. Let just make a suggestion.

Speaker 7 ([01:08:18](#)):

I have to say something. Listen, if y'all don't want make somebody,

Speaker 1 ([01:08:27](#)):

I just want to make a suggestion.

Speaker 7 ([01:08:28](#)):

Give me one example one time I lied. Give me one because you can't does

Speaker 1 ([01:08:33](#)):

I want to make a suggestion.

Speaker 7 ([01:08:34](#)):

You are not going to sit here and call me a liar without

Speaker 1 ([01:08:37](#)):

Guys. Can I make a suggestion?

Speaker 7 ([01:08:40](#)):

Nobody's going to impute my integrity. I can tell you one thing right now. I do not lie, period. I have not done it here and I'm not going to do it and if somebody's going to impute my integrity, I want examples. Let's go guys.

Speaker 1 ([01:08:51](#)):

Can I make a one time I

Speaker 7 ([01:08:52](#)):

Lied, I'm listening.

Speaker 1 ([01:08:53](#)):

Can I make a suggestion on the pest control thing? Maybe this is something you can do because you don't need board action. You have a pest control company. If you've got open holes, maybe you can call your pest control company and they can help out with that. Maybe put netting around and the holes until the time that they can get out and fix it. I don't know. I mean I know we've had that issue where we've had some openings that they come and they put chicken wire for lack of a better word, around. I don't know, is that possible? Mr. The board have

Speaker 5 ([01:09:25](#)):

One Mr.

Speaker 4 ([01:09:25](#)):

Chairman

Speaker 5 ([01:09:26](#)):

My said he had but does the board have,

Speaker 1 ([01:09:29](#)):

Oh okay, Mr. Chairman, sorry. That's the

Speaker 5 ([01:09:31](#)):

Responsibility.

Speaker 2 ([01:09:32](#)):

I'm sorry. Do I

Speaker 4 ([01:09:32](#)):

Have the floor sir, give me one

Speaker 2 ([01:09:33](#)):

Second. I'm sorry. I don't want to take that off because I don't want to put that on somebody else's responsibility if they damage

Speaker 1 ([01:09:38](#)):

It. Okay. Okay, so sorry. I'm

Speaker 2 ([01:09:40](#)):

Sorry, go ahead.

Speaker 4 ([01:09:42](#)):

We have someone I respect. I completely understand and it's been hard for us to make decisions, me personally to move this thing along with the attitude we've gotten and there's some things, there's some box that's been disregarded and it's probably not miles. Personally I like to blame the contract though absolutely

Speaker 1 ([01:10:09](#)):

Knows better,

Speaker 4 ([01:10:11](#)):

But it is been hard for me to make decisions. I respect you personally and professionally and certainly as a commissioner and everything, your energy and all is warranted because the way they operated. But we have someone that can go look at them, watch them, make sure they only corp. This thing we don't have to bring in and start making recommendations outside of the expert we have here and hire pest control company and it's only a recommendation. The board got to get

Speaker 1 ([01:10:48](#)):

To this, right?

Speaker 4 ([01:10:50](#)):

Maybe we, I mean I know this is really dead. We voted on it. We should be moving on to move the meeting but

Speaker 5 ([01:10:58](#)):

No, but this is the thing commissioner, what you want to do to be able to make sure Avan is covered. It needs to be done as an emergency. Can't do that until the full board. That's really the issue. So you all passed your motion but can't do anything until the 28th.

Speaker 4 ([01:11:24](#)):

Well that's true.

Speaker 5 ([01:11:25](#)):

Their concern is it has to happen.

Speaker 3 ([01:11:32](#)):

Honestly at this point, if y'all want to just say no, honestly I don't have a lot of emotional energy left in this. I'm perfectly fine if y'all just want to say no, just hang

Speaker 4 ([01:11:40](#)):

On. I really am. Hang on. I don't know if we want to make that recommendation or another recommendation to, I don't know, the chair has to call emergency meeting if we make the, it's still not

going to get to the board but you just can't call on the side and say, Hey, I got recommendation. It is what it is.

Speaker 1 ([01:12:10](#)):

Am trying to think of a way around it and I can't think of a way around it. I mean a committee can't take action. I just think that as you said, it is what it is.

Speaker 4 ([01:12:19](#)):

I do want people to understand that the committee does work.

Speaker 1 ([01:12:23](#)):

Yes.

Speaker 4 ([01:12:24](#)):

We may not be able to have,

Speaker 1 ([01:12:26](#)):

I think it's an excellent recommendation that you made. Yeah, I think it's excellent. I just don't think that, I can't figure out a way to be able to tell you guys, yeah, go ahead and authorize someone to go out there right now and start doing that. I just don't have that power. But the recommendation is excellent and that's all I can say. I mean unless there was something that your construction consultant could do, I don't know what kind of holes, I don't know Miles. If you have pictures of it, maybe you can send those to us. If there's something that he could do to do a temporary cover on it on a hole. I think the holes might be the biggest issue. If there is a big hole, I don't know a big deal.

Speaker 4 ([01:13:13](#)):

Sam touched this construction

Speaker 1 ([01:13:14](#)):

Site. Oh, okay then I just think it's just an unfortunate thing and I think that quite frankly I still can't get past the point that if it was such a big issue then the whole time they were working they should have had temporary covers there to place. I don't understand how a hole is a hole and a hole doesn't change. I'm confused on that because if it was such an issue they were leaving every day and they were leaving for the weekends and the hole would've been there and a rat doesn't say, well I'm going to wait until I don't see anybody around and if nobody around for about three days, then I'm going to go in because I'm going to rat 'em. Wait, no, I mean at night they're going to come in. So we are in the same position now that we were before. I guess that's all I'm saying.

Speaker 3 ([01:14:01](#)):

They probably thought they were leaving it open like you said for three days, which was irresponsible. But that's different than leaving it open for two and a half months and like I said, Mr. Myers, instead of having a teeny little trip starts having a downpour, it's just not feasible that y'all would've to wait 28 days or 31 days.

Speaker 1 ([01:14:21](#)):

So you think they made a hole in the roof too? Is that what you're saying? No,

Speaker 3 ([01:14:24](#)):

I'm saying this might not be an emergency. I I'm perfect my thing. It's not an emergency. I'm a hundred percent fine but as a board I'm saying y'all need to be able to take action. There really is one only thing you can do is try to send Jason an email. The email was sent again, like I said, I'm actually, I'm good. So our recommendation has been made and

Speaker 1 ([01:14:46](#)):

It is been voted on. It's been voted on already.

Speaker 5 ([01:14:51](#)):

Mr. Chair, I'd like to ask of the attorney, are we operating outside of Robert's rules of all?

Speaker 1 ([01:14:59](#)):

Yes. This point I'm sure but we do have something else to move on to. I mean this

Speaker 3 ([01:15:05](#)):

Robert's rules include impugning, somebody's integrity without being able to give an example of them saying anything. You

Speaker 5 ([01:15:09](#)):

Can't tell me what I can say my own opinion about you Miles

Speaker 3 ([01:15:13](#)):

Don't you say you get response, get out of here. Don't not telephone please. There is nobody know please that says I lie. I do not lie. Please lying.

Speaker 5 ([01:15:30](#)):

Now

Speaker 3 ([01:15:33](#)):

I'll take our reputation citywide and put 'em up against please. I'll do that.

Speaker 8 ([01:15:37](#)):

Let's move on.

Speaker 1 ([01:15:38](#)):

I think, yeah, I think that you guys need to move on to the next item, which is just the review of the construction fuel reports, construction progress permit status and I think that was something that can probably be kicked off by Mr. Pfeiffer since he's got reports that he has distributed. I don't know, did you bring something in writing?

Speaker 3 ([01:15:59](#)):

I've got the original

Speaker 6 ([01:16:00](#)):

Reports.

Speaker 1 ([01:16:01](#)):

Okay. Can you distribute them?

Speaker 5 ([01:16:10](#)):

Thank you.

Speaker 1 ([01:16:17](#)):

Do you have enough for the board members? Yes. Okay, thank you.

Speaker 6 ([01:16:29](#)):

And this is the original preliminary report. Daily information's changing and rowing. I'm working on kind an updated report that I shouldn't have emailed out hopefully by Monday. It's got a little backtrack with the holiday, but I did go do a site visit last week and some of the issues that were listed in here have been in process of being rectified. The main things that were outlined were questions about the firewalls. The firewalls originally on the very first version of the print I had reviewed had listed one in four hour firewalls. Four hour firewalls are structural. This was a non-structural interior demolition and interior renovation permit that was issued by the city through correspondence with Woodward, the chief building official Jay Dufour for the city of New Orleans, Mr. Granderson, everybody involved. It came out that the prints that were sent over for me to review were actually a preliminary set and once the fire marshal had reviewed everything, there was some plan review on that end.

([01:17:42](#)):

All the firewalls are one hour, which don't have to be structural so that permit would be applicable, but again, that information was not readily available in the first time through correspondence with the city. If the city conceded that there does need to be a structural accessory permit, had this been a structural permit from the beginning, that accessory permit wouldn't be necessary. So it was kind of one way or the other. There needed to be additional permits. The accessory structure covers the, I guess the slab and the shed that's been formed up near the tree and the lightpost in question, I believe that permit has been issued this week.

([01:18:26](#)):

There were mechanical and plumbing work being done that wasn't part of the permitting structure. The plumbing is through sewage of waterboard. My appreciation is that it has been for Mr. Grison as that has been applied for, but because sewer and waterboard does not integrate with the one-stop shop, one-stop app through the city waiting to get a copy of that for verification, the mechanical permit has been applied for by GTI services. I don't expect any further issues with that as if and when construction continues, some of the walls had been closed in that should not have been closed in pending a rough in framing inspection.

([01:19:17](#)):

That was a procedural misstep. My recommendation per the building code to advo and woodwork was to get that inspected. I walked them through the process of how to get a third party inspector or sitting

inspector. For those that may not know, the city is short-staffed on internal inspectors, so most things are through third party inspection companies. It's fully acceptable under the law. Most jurisdictions use internal, but it is permissible question arises of do they need to open walls or not? That is per the building inspector, there may need to be some walls open because they're non-structural. Historically I've seen it go both ways, but again, that's going to be for the building inspector to come in and no further work should be done on those walls until that ROUGHEN inspection is done.

[\(01:20:10\)](#):

The zoning, there was a number of questions on the zoning for this project. As you may know, the international building code has one set of zoning requirements where the city has its own comprehensive zoning ordinance. From that point, terms overlap and may not mesh up through correspondences with the chief zoning official, the chief building official, and Mr. Gron, the city has sent out an email outlining that they utilized the information from the fire marshal as well as ivano to make a determination and that it does fit the definitions of building industrial park, which the property is zoned as a full zoning verification is forthcoming. I don't know if there's a timeframe on that Mr. Granton could talk better. Generally zoning verifications are done upfront, but it is forthcoming and we'll kind of outline exactly where the city's thought process was on it. For the purposes of my review, having the chief zoning official just in an email say we approved it, we're going to send something forward, kind of satisfies that checkbox at this point.

[\(01:21:32\)](#):

One of the things in the preliminary report was that generally a lot of this information would've been available on the one-stop app to things like with the building plans had that been readily available in the beginning, the zoning information, the fire marshals plan review, just all the documents I've had to obtain in the last week and a half or so, had those been available on the front end through the one-stop app safety permits, Orban, we could have skipped over some of these issues and they may not have even been issues in the front end. So recommendation was to just have everybody at the table with all the documents upfront, especially on my end for review. It'll save the board time and resources and money to just have everything in that one stop upfront.

[\(01:22:23\)](#):

A couple of things with the external alcohol tank or the accessory structure that have come up just for the board's information, the blueprints that were submitted and approved by the fire marshal and safety apartments show that the tree is being removed. The cyclist tree per the building code, the tree, anything within 10 feet of that structure needs to be pruned back. So if the tree trunk is exactly 10 feet, I went up yesterday and measured. So for it to not be removed you would have to shave everything off the tree. But the trunk, so if the tree is to remain, the structure needs to be moved. It has to be 10 feet from the edge of the canopy of the tree. So you need to take into consideration the placement of that structure with how large that tree may grow in the future. The light post behind it is exactly four foot off the back. The building code is three feet. However, I'm looking at the overlay of the fire code as it pertains to it being flammable with the electrical. I've got a email out to the fire marshal on that one because again, building codes overlap on certain things, so which may be permissible in one instance may not be in the other. So before I make a recommendation on the light pole, if it was just a regular structure, the light pole would be fine. Given that it's flammable, there's more information that I need to obtain.

Speaker 1 [\(01:23:54\)](#):

Excuse me, I have a question. On those light posts, there's an electrical access on the base, so if someone has to repair it, they have to get that electrical access. If you have now a structure, you have to what? Put in a requirement that they only send skinny people to fix it or something. That's how do they get there

Speaker 6 ([01:24:13](#)):

Through the three foot. Now again, depending on equipment and other things that need to be done for that specific type, all that's again forthcoming that it may be further out.

Speaker 1 ([01:24:22](#)):

Well and right now all of their light posts are easily accessible from the parking lot with a bucket truck or with whatever. I mean you just drive right up to it. In my experience with construction people, whenever they have to do a little bit more twist and turns to help me because something's not quite accessible, they're like sure we can do it for a price. So that means also maybe it will cost more money.

Speaker 6 ([01:24:48](#)):

Yes, any inaccessibility to light posts or any of the structure for maintenance purposes that will compound the cost, especially if extra machinery if you're using a bucket truck or a scissor lift for everything else. But for this one you've got to come with a four wheel drive man lift. That's going to be an obvious incurred expense on the board. So those are all items that need to be taken in consideration with the placement of any accessory structures or pads, anything that's being added.

Speaker 1 ([01:25:21](#)):

I had another question. Miles mentioned that that one pad in the back didn't go in. I wonder if maybe they could put it there. I don't know about

Speaker 6 ([01:25:33](#)):

The pad in the back.

Speaker 1 ([01:25:35](#)):

Remember the one you said? I don't think

Speaker 6 ([01:25:36](#)):

That's 50 feet from

Speaker 1 ([01:25:37](#)):

The building. It has to be at least 50 feet. Okay, thank you.

Speaker 6 ([01:25:41](#)):

The pad in the back that is not present currently per the plans was a dust collector.

Speaker 1 ([01:25:48](#)):

What did you say?

Speaker 6 ([01:25:49](#)):

A dust collector meaning a large vacuum to suck dust either out of the AC system or they've got, if you're running a shop where you have a vacuum system hooked up, it's just a large vacuum for the purposes of whatever construction or manufacturing they're using.

Speaker 1 ([01:26:06](#)):

Okay. No, I was just asking because another board member, commissioner Bennett had also asked me if there was a place that they could put it that would be towards the back of the building. That would be aesthetically better too. That's why.

Speaker 4 ([01:26:17](#)):

Yeah,

Speaker 3 ([01:26:18](#)):

It is. The 50 feet is the code requirement for alcohols. Alright. You have to do some special stuff inside the building or you store alcohol 50 feet

Speaker 1 ([01:26:28](#)):

Away from the building, away from the building. Alright, thank you

Speaker 4 ([01:26:30](#)):

Wes, how long do you have before you finish? I want jump in like this. Are you nearly done with your, or you don't mind if we go back and forth?

Speaker 1 ([01:26:41](#)):

Oh, I'm sorry. I'm

Speaker 6 ([01:26:42](#)):

Done with the highlights on everything you're saying and I wanted to bring the updated pieces for the preliminary report.

Speaker 4 ([01:26:50](#)):

This slab you saying, but for the slab you need additional equipment now to make repairs to let's say that light pole media work.

Speaker 1 ([01:27:01](#)):

Well there's not a slab yet. There's just a form.

Speaker 4 ([01:27:05](#)):

Which one are you talking? It's the

Speaker 2 ([01:27:06](#)):

One. It's the one first for the It's

Speaker 3 ([01:27:08](#)):

The bottom of the page.

Speaker 4 ([01:27:09](#)):

The bottom, yes. It's formed up. It's formed,

Speaker 3 ([01:27:13](#)):

Formed. But no, no concrete port

Speaker 1 ([01:27:15](#)):

Above, right? Yeah, no concrete.

Speaker 4 ([01:27:18](#)):

There's nothing we can do about moving it, right? Yes, we can pour It's all the walls in a little bit. It's not concrete.

Speaker 1 ([01:27:25](#)):

It's not concrete. It's just a form.

Speaker 4 ([01:27:27](#)):

It's a very

Speaker 6 ([01:27:28](#)):

Theory. It could be moved to one

Speaker 4 ([01:27:29](#)):

Location. It's excavated a little bit.

Speaker 6 ([01:27:32](#)):

It has been dug. There's no rebar, there's no anything other than the form itself.

Speaker 1 ([01:27:38](#)):

You have a photo.

Speaker 4 ([01:27:38](#)):

So would any recommendation be for us to move maybe one of those walls in by a foot or so and we wouldn't have to occur additional costs from an electrician or something?

Speaker 6 ([01:27:52](#)):

I think the proximity of it to the pole one foot may not make a difference in the situation, especially with the tree canopy.

Speaker 2 ([01:28:02](#)):

I'm sorry,

Speaker 4 ([01:28:02](#)):

Go ahead.

Speaker 2 ([01:28:03](#)):

Can I make a recommendation? I recommend that they move it further south, completely away from the tree canopy to get it away from that and also the light so we can have access to the light to make repairs if needed. Meaning

Speaker 4 ([01:28:14](#)):

Close to the

Speaker 2 ([01:28:15](#)):

Building. No closer towards Sergeant Tilly road

Speaker 4 ([01:28:18](#)):

Beyond 50 feet

Speaker 2 ([01:28:21](#)):

Right now it is the bottom slab right now put it further away from the building where it's right now to clear the tree canopy and then clear the light fixture.

Speaker 1 ([01:28:31](#)):

Commissioner Tucker think, is that Commissioner Tucker?

Speaker 2 ([01:28:34](#)):

I mean it is already there.

Speaker 1 ([01:28:35](#)):

Commissioner Tucker. No it's not. I just you some pictures. No,

Speaker 2 ([01:28:37](#)):

I'm saying slab. It is already going to be there in that location but

Speaker 4 ([01:28:42](#)):

You So you're going to move it to the middle of the parking

Speaker 2 ([01:28:46](#)):

Lot? No, no, not that far. I'm saying maybe an extra 10 feet from where it is right now

Speaker 1 ([01:28:51](#)):

Towards, I

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

Speaker 4 ([01:28:52](#)):

Know I said towards Gentil. I said how aesthetic is that though?

Speaker 1 ([01:28:57](#)):

I don't know that it'd be any different than what you have now, right? I

Speaker 3 ([01:29:00](#)):

Think, well you mean not in the middle of the parking lot per se but in the same

Speaker 2 ([01:29:05](#)):

The

Speaker 3 ([01:29:05](#)):

Edge of the parking lot or further

Speaker 4 ([01:29:07](#)):

Towards gentil

Speaker 3 ([01:29:08](#)):

Further away from the building towards

Speaker 5 ([01:29:10](#)):

The road. A big space between the building and this thing. We can't come

Speaker 1 ([01:29:17](#)):

Anywhere. I just sent you a photograph showing that there's some room

Speaker 5 ([01:29:19](#)):

On the

Speaker 2 ([01:29:20](#)):

Side to go back closer towards the, it's about behind. I'll have

Speaker 4 ([01:29:24](#)):

To come in closer. So if you came in closer, will you be in

Speaker 5 ([01:29:28](#)):

50 feet? No.

Speaker 4 ([01:29:29](#)):

Is that exactly 50 feet?

Speaker 6 ([01:29:31](#)):

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

There's not 50 feet from the building to So

Speaker 5 ([01:29:33](#)):

Nobody knew this before all of this.

Speaker 2 ([01:29:37](#)):

We didn't know about the canopy, the board didn't know about the canopy and the light fixture.

Speaker 5 ([01:29:41](#)):

Nobody knew about this out tructure this

Speaker 2 ([01:29:44](#)):

Out. It was shown on the plans. Yes.

Speaker 5 ([01:29:47](#)):

And nobody questioned the people who I guess may have no permit for nothing.

Speaker 2 ([01:29:53](#)):

We're talking about

Speaker 6 ([01:29:57](#)):

Not speaking for the city, but generally in a plan review the tree was marked for removal which would pass planned review without permission and the light pole was not on the diagram. Not from what I could see during review last night

Speaker 4 ([01:30:14](#)):

It couldn't have questioned it.

Speaker 1 ([01:30:15](#)):

On this picture there's no tree or anything?

Speaker 5 ([01:30:19](#)):

No, no.

Speaker 6 ([01:30:20](#)):

Further in other document the small, I had to put them on the large blueprint greater,

Speaker 2 ([01:30:29](#)):

So I was talking to Mr right now, I wouldn't even put that on at van. I'll put that on the actual architect,

Speaker 1 ([01:30:39](#)):

Which would be would work.

Speaker 2 ([01:30:40](#)):

Yeah,

Speaker 4 ([01:30:43](#)):

I'm not opposed to that recommendation. It's already ugly. It doesn't work. Just push it out away from that pole so it don't cost us more money to service it. Correct. So how far 10 foot?

Speaker 2 ([01:30:56](#)):

Honestly I would have to see

Speaker 4 ([01:30:58](#)):

It's going to cost more material but it's so be

Speaker 2 ([01:31:00](#)):

It. Yeah, I mean I see a site plan to see how far we demo. I don't want to say 10 feet and then there's a fire hydrant right there, you know what I'm saying? Yeah. I

Speaker 6 ([01:31:08](#)):

Can on the next site visit I can look at it and make a recommendation based off of the building

Speaker 2 ([01:31:12](#)):

Code please.

Speaker 5 ([01:31:14](#)):

Wess, would we need to block off a parking spot or two or three

Speaker 6 ([01:31:22](#)):

Depending. That's something I'll look at in relation to everything with the fire coat generally I think on the plans that had bollards and other things that would mark it off as non-par area, which is a general thing. If you go to any warehouse, so there is going to be an area of a clean zone for lack of a better term around it for no parking, standing, anything like that.

Speaker 5 ([01:31:44](#)):

Okay, so with that in mind,

Speaker 1 ([01:31:47](#)):

Yeah,

Speaker 5 ([01:31:48](#)):

That would be included in their lease that they have to pay for since we can't use it

Speaker 4 ([01:31:55](#)):

Look like it's roughly two parking spots,

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

Speaker 5 ([01:31:58](#)):

Whatever

Speaker 1 ([01:31:58](#)):

Because I guess you couldn't park a vehicle right next to it. Now I'm thinking about it means if it's highly flammable,

Speaker 2 ([01:32:04](#)):

If they're going

Speaker 1 ([01:32:05](#)):

And plus they have to access it so you can't, yeah, if they're

Speaker 2 ([01:32:07](#)):

Going to put a note parking in front of it. Wes, can you also add this? Can you determine, can you confirm the amount of parking spaces required for the occupation of the building and see if we still have the meet the requirement. Okay, please. Thanks.

Speaker 3 ([01:32:26](#)):

You're going to be many times in excess because warehouse parking requirement is,

Speaker 2 ([01:32:32](#)):

That's not a warehouse, but it's not just the warehouse,

Speaker 3 ([01:32:35](#)):

The 85 warehouse and then this portion, the parking requirement's going to be, I'll send you the city code but you're going to blow the parking requirement out of the water.

Speaker 2 ([01:32:46](#)):

I just want to confirm with the business documents as well as the, because Evano is not, did not come, not coming in under warehouse. That's the R D R

Speaker 5 ([01:32:59](#)):

Not warehouse

Speaker 3 ([01:32:59](#)):

Though. The only thing that would increase parking requirement and notably you'd still, I think the number of parking spots you have there still be many times over is the office space that you're not using. Office has a higher per square foot requirement, one per 500 square feet for in use office. Whereas a warehouse and manufacturing is going to be like, I can look it up right now, but it's really small.

Speaker 2 ([01:33:23](#)):

No, it's mainly for the business side because warehouse and also industrial you can get away with having a number of employees or whatever that you have working and something like that. Just, but I mean I'll

Speaker 3 ([01:33:34](#)):

Verify but I

Speaker 2 ([01:33:36](#)):

Believe preliminary that we should be good. Yeah, I'll double check. Thanks

Speaker 4 ([01:33:39](#)):

Chairman. That was a recommendation to, or it was just a suggestion.

Speaker 5 ([01:33:45](#)):

He's our consultant so he

Speaker 4 ([01:33:47](#)):

Just was giving him

Speaker 5 ([01:33:49](#)):

A test I would think. Counselor.

Speaker 2 ([01:33:54](#)):

That's fine. Yeah.

Speaker 1 ([01:33:55](#)):

Okay. So let's just restate it for the record,

Speaker 2 ([01:33:59](#)):

I'm asking that West please go out and confirm and make a recommendation to where we can relocate the the Southern most slab away from the existing tree and light post.

Speaker 1 ([01:34:12](#)):

And I would ask that you ask him to do that well before the meeting so that we can also have that in the board packet on this to make it a little bit more succinct for the board, I'd like to try to get them at least a week ahead of time and actual written package. So miles the information and hopefully with the photos too on holes that need to be sealed or whatever they need to do as well as this recommendation, I'll put it in writing so that the board can actually see it and vote on it and we won't have to have as much discussion.

Speaker 5 ([01:34:47](#)):

The parking spaces we're going to lose how many?

Speaker 1 ([01:34:53](#)):

Okay, and that's the motion by whom? Before the recommendation? By chair, by chair. And second it

Speaker 2 ([01:35:01](#)):

I, I'll second.

Speaker 1 ([01:35:03](#)):

Okay, chair. Alrighty. And all in favor A. Alright, a hundred percent on that one. Okay. To your

Speaker 2 ([01:35:14](#)):

Report. That was everything

Speaker 1 ([01:35:16](#)):

I had and I think permit status was the only other thing and I think you did touch on that already, right? Yes.

([01:35:24](#)):

Okay. Alright, so your next item is discussion of the lease agreement and Miles and I are working on that. We're trying to work on what are the, and I was hoping to get for you guys some of the biggest points to the lease agreement and I did send you all a copy of it by email. But I think some of the biggest points for me to go over here, number one, and I don't think the board has a problem with that, but one of the requests from advo through Miles is that they have an option to renew. So it will be a term of five years with an option to renew for an additional, one more additional term of five years that would be at their option to renew. So in other words, the only way that they would not be able to renew it is if they were saying in default. So in other words, it wouldn't be at the option of the board or they wouldn't have to come to a mutual agreement. They basically could have those additional five years as long as they were not in default under this lease and they would just notify the board 180 days prior to the expiration of their initial five years that hey, we want to stay another five years, we're good. We've paid you your rent. We're not in default. So you would have to renew, if that makes sense.

Speaker 2 ([01:36:56](#)):

Is that a standard option?

Speaker 1 ([01:36:57](#)):

I mean as people have done it depends. It's really something that I can't see it's standard or not standards. It's not unusual. It really depends on the entity and how they feel. I mean some people when they feel like they're in a really tight market, they might not want to because they might say, well I don't know if I'm going to want you. I might want someone else in five years. But if you're not in that kind of tight market or then you're usually like, okay, as long as you're a good tenant, I want to keep you. So it's really a business decision. Can we

Speaker 2 ([01:37:32](#)):

Counter and say and request that after that five years we have the board has an option of reviewing the current rate of your lease?

Speaker 1 ([01:37:42](#)):

Well, in this lease it says, and I was going to get to that, maybe I should have gotten to that first. Let me just say that the amount based on the square footage that I have today and that square footage could change, although I would not think it would change a whole lot. The amount, the total amount of rent you would be getting for both interior and exterior. Well let's say for the interior it's \$2,395 a month for the exterior space, all of the exterior is \$182 and 50 cents a month. That's the rent. So the total rent for combined inside and outside is \$2,577 and 50 cents. Now the way that it is now, and Miles, correct me if I'm wrong, the way that it is now, it's the same rent for each of the five years. So there are no increases for those five years. It's \$2,577 and 50 cents per year for five years. And then after that it would be an increase of 2.5% over the initial term amount, which would be about 64 or \$65 more a month. So then for the next five years it would be \$2,641 and 43 cents per month for five each of the five years. Am I correct on that Miles?

Speaker 6 ([01:39:05](#)):

Yes.

Speaker 1 ([01:39:06](#)):

Okay. Now and again I'm just stating that I'm, I'm not saying that's my recommendation or not my recommendation, I'm just telling you that's what had been offered so far.

Speaker 4 ([01:39:17](#)):

That's what I was going to say. Who negotiated that exterior rate of \$2,400 for a year?

Speaker 1 ([01:39:26](#)):

That's a lot of space. No, the exterior space was only a dollar a square foot and a hundred and what? \$182 and 50 cents is what it came up to based on the exterior space that they gave me. I don't know. The amount that they gave me as the exterior exterior space is about 2,190 square feet. I do know that Wes went out to recalculate, I don't know if he's still here. Oh, there he is. Sorry I didn't see you. I am not saying that you have a big hit or anything. I just didn't see No. Were you able to recalculate the outside space and I guess we still have to do the exterior for the parking lot and we have to do not only a parking pad but how big that is. But anyway,

Speaker 6 ([01:40:15](#)):

I do have the measurements, I just don't have the numbers with me. I can put that in the extra report. Oh,

Speaker 1 ([01:40:19](#)):

Okay.

Speaker 4 ([01:40:19](#)):

We still have to add the parking space. We're

Speaker 1 ([01:40:22](#)):

Going to be Yeah, that's what I just said. We have to do that too. Your numbers, were they about that same amount? About 2001? Yes.

Speaker 6 ([01:40:28](#)):

Within 5%. A couple inches here, a couple inches there, but nothing too variable.

Speaker 1 ([01:40:35](#)):

So right now the amount is about 2,190 square feet. It would probably go up a little bit once you also take into the account, as you said, the parking spaces or the actual area that shed is going to,

Speaker 4 ([01:40:50](#)):

Is it hard to comp? I'm sorry. No,

Speaker 5 ([01:40:52](#)):

You go ahead. Go ahead. Is it hard to comp that dollar exterior per square

Speaker 1 ([01:40:57](#)):

Foot? I don't know much about comps, but I will let, I think Miles got that

Speaker 5 ([01:41:03](#)):

From the low. It is low,

Speaker 3 ([01:41:06](#)):

Really low

Speaker 1 ([01:41:07](#)):

Miles. Got it. From the appraisal miles

Speaker 3 ([01:41:11](#)):

I put, it's been a few weeks. I don't remember exactly, but I sent this information in email. I'm actually looking for it right now. Okay, so I can resend it. But what it was was one, there were two things I know that I sent. One was there was not a rental rate put in the appraisal for the outside space. There was a overall value to the ground, the land and there was a per square foot value to the ground, but that was not put into a rental rate. Now what a rental rate is typically going to be is going to be sometimes we call it you'll hear it as a gross rent modifier. Sometimes you'll hear it in terms of a cap rate, but it's going to be like a percentage of the value of overall value each year for the rent. And that depends on the type of use and the value of the land, et cetera.

([01:42:05](#)):

What we did is to eliminate that conversation entirely was I believe we went above the actual per square foot value of the land on it and we were paying that for rent every year. Now it sounds ridiculously low because it is, but that's what it is. And just to point something out, I went on a commercial property real estate website and found a, granted it's big, right, but found a piece of commercial property not too far from here where the land was like 19 cents a square foot renting or something like that, which is way less than this. Again, it's big, so big's going to rent a lot less than small. So I just figured that taking these numbers in there was putting enough of a cushion in. I'll admit the numbers sound really low, but I think the justification is clear. But I'm going to resend that email now. Find Mr.

Speaker 5 ([01:43:03](#)):

Your question was answered. Yes, madam Counselor. So I'm going to recommend that we do increases every year. Just like if I rented your apartment, you'd be charging me more rent every year. So there's nothing, there's no reason why we shouldn't be asking a commercial manufacturer to pay an increase every year. At the end of the five years, the increase that they're offering is only going to be a total of \$780, is that correct?

Speaker 1 ([01:43:43](#)):

64 something a month. So 64 times 12.

Speaker 5 ([01:43:51](#)):

I think that's low. I think we need to look at

Speaker 1 ([01:43:55](#)):

Is there amount by which would you guys would like to suggest that it should increase, you said on a yearly basis rather than every five years?

Speaker 5 ([01:44:05](#)):

Let me ask you something. Does Myers pay

Speaker 1 ([01:44:09](#)):

After have to look at what Myers is doing? I have to look at his lease again to see what he's doing and how often he increases.

Speaker 5 ([01:44:19](#)):

And then again, Myers is a warehouse. This is a manufacturing facility, so that's more,

Speaker 1 ([01:44:29](#)):

I think Myers only requested this time one or two year lease. It wasn't very long.

Speaker 5 ([01:44:35](#)):

22, 25

Speaker 3 ([01:44:38](#)):

Year, almost two years.

Speaker 1 ([01:44:39](#)):

Yeah, it wasn't a very long lease. It wasn't a five year lease that they requested this time,

Speaker 5 ([01:44:43](#)):

25 year lease. I had a problem with

Speaker 1 ([01:44:44](#)):

The, yeah, no, I mean it's four as increases. So his would only, I guess it's a difference between locking in a rate for two years versus locking in a rate for five years. And this time Meyers only requested a one or two year. It might be less than two years now at lease it might be an 18 monthlies

Speaker 3 ([01:45:11](#)):

Obviously do what you will, but I'll just point out that the rent conversation disrespect was had at a prior board meeting several months back and there was a resolution on the rent and then we decided that we needed to do the, at this point, I think the resolution by the way was just interrogate note that it didn't include the exterior yet. There's a resolution interior rent at four 80 a square foot and then we had the appraisal done and then after it took appraisal a couple months to come back and the appraisal came back, the appraisal said 5 35 a square foot. And then I believe Commissioner Tucker made a motion on that and we agreed to 5 35 a square foot. And then at that meeting it was agreed it was a motion or resolution or whatever motion was passed, 5 35 a square foot. So I will say that if that's changing now this is revisiting something that's already been done twice one time with us agreeing to go up from the previously agreed number. So I just want to point that out that this is,

Speaker 5 ([01:46:07](#)):

I don't think so. I think this, I don't think so. I think we're talking about just this exterior. Yeah, no,

Speaker 1 ([01:46:16](#)):

No, I think you're talking about two things right now. You're talking about the exterior rate, but you're also talking about do you want to increase the rent and I wouldn't think it would be something enormous every year versus every five years. That's the question. Right now you're only doing a rent increase every five years and it's only a 2.5% increase. So a \$64 a month increase,

Speaker 5 ([01:46:41](#)):

Mr. Chair, if I could say the resolution that he's talking about, we had understanding of what we really was getting with this thing and clearly it's not a warehouse. You usually charge cheaper for warehouse, but this is manufacturing facility now plus the square footage and stuff. The numbers, the measurements have changed. And once again, when you compare other leases and stuff, I don't know nobody who gets away with five years at one price and then the increase is only going to be \$64 a month. That's not fair to the people. When I say the people, I mean New Orleans regional business, I'm recommending that we go back to the board with an increase of the rent and not five years without an increase

Speaker 1 ([01:47:54](#)):

In order to help us with drafting. If that would be a recommendation, how often would you recommend an increase and what would it be like instead of 2.5% after five years, would it be that 2.5% each year? So a \$64 a month increase for each year or something like that? That

Speaker 5 ([01:48:16](#)):

Sounds better than

Speaker 1 ([01:48:18](#)):

Five, which is still not a lot of money. Exactly. But with that I just want to get something so that we can keep working. He and I.

Speaker 5 ([01:48:27](#)):

Yeah, I'll talk to the chair.

Speaker 1 ([01:48:30](#)):

I guess my question is, are you all making a recommendation as a committee? How do you all feel about that?

Speaker 5 ([01:48:37](#)):

I'm my recommendation to the chair and also to the board that we readjust the amount for the lease and the measurements to cover the lease for inside and outside that there is an increase. Mr. Myers, you get increased how often?

Speaker 3 ([01:49:05](#)):

This will be 18 months roughly at a set rate. We usually increased every time we did lease over the years we had one lease where there was an elevated rate and it's been a while. Two years,

Speaker 5 ([01:49:21](#)):

Right? I know, I remember. So

Speaker 3 ([01:49:22](#)):

There's been several leases in the past. If we went under five years, there was usually an elevation after two and

Speaker 1 ([01:49:31](#)):

Then so every two years

Speaker 5 ([01:49:34](#)):

I think that would be fair, especially since we have another tenant. And once again, that tenant is a warehouse. This is not a warehouse.

Speaker 1 ([01:49:41](#)):

So your recommendation is increase it every two years. Every two

Speaker 5 ([01:49:45](#)):

Years.

Speaker 1 ([01:49:45](#)):

And by how much?

Speaker 5 ([01:49:47](#)):

Let me think on that because even the \$64 is not enough money.

Speaker 1 ([01:49:53](#)):

I was just trying to get a recommendation from you guys. So I mean I can always leave that part blank until you get to the board meeting. But it's something you guys would definitely want to, I didn't know if you want to make a recommendation to the board so that we can actually have it hashed out and be able to actually vote. I think Mr. Miles has,

Speaker 3 ([01:50:18](#)):

Thank you commissioner. I'm not even going to argue this. I'm going to make a request. Anything that we've already discussed and that we may have had reasonable reasons to think that we had agreement on, can we maybe y'all take this back to a full board, maybe have an email chain amongst each other and can we have within a reasonable amount of time, have that sent to us and say, Hey, y'all thought this, whether it was said or not, we want to change this. Be prepared for that so that we can know this. Because I get it on our side of things, whether it's Woodward, whether it's me being a liar, whatever it is. There's been a lot of stuff that's given problems and I understand a lot of it's been legitimate. I get it. But at the same time there's a lot of changes talking about the lease. We thought we had a lease done, then we went and waited three months for the appraisal and then we had all these things happening. So I'm just going to ask that we, I know we've been supposed the list from everything we need to do for a while now. I mean

([01:51:33](#)):

We are all at our wit's end here. Like I said, I'm at the point now where y'all can give me whatever list you want to. I'm going to give it to the client and tell 'em I'm house anymore. But what I don't want to do is to come to every meeting and there be something new at every meeting. If we're going to change the ramp, we can go back and check the minutes from what was discussed, the free this morning. I'm pretty sure what I'm saying is going to hold up, but I don't even care if we want to change it, let's change it. But let's just get that down right now. Let's get the other 18 things we want to change down and let's just do it.

Speaker 1 ([01:52:03](#)):

Well, and I think Miles, what I'm trying to do is just get, I really want so much at the meeting at the last of the fourth Friday of the month to have a real final lease that we can present to get voted on. And that's why I'm just asking what the recommendation of this committee is because obviously price is something really important.

Speaker 5 ([01:52:30](#)):

It is important. Not only that I'm always looking is no different than I kept asking you counselor, how do we do Myers? I don't think we should treat one tenant special and another tenant

Speaker 1 ([01:52:46](#)):

Not special. And so I think Mr. Meyers has said that we've been doing every two years an increase

Speaker 4 ([01:52:54](#)):

Point of personal.

Speaker 2 ([01:52:56](#)):

Yes,

Speaker 4 ([01:52:59](#)):

I was on the other side. I'm not going to miss the opportunity to earn money for the NORBP I was with you. I don't think the fact that we already agreed, I'm not the type of person that go back and change things. But you're okay with it's what you're saying. So I'm saying

Speaker 3 ([01:53:18](#)):

I don't have the energy to flag

Speaker 4 ([01:53:19](#)):

I'm a second her recommendation. I'm not okay with you. I was not. It would've probably died. But I'm a second a recommendation. I'm not going to miss the opportunity put in no RBP to get an ROI on their investment.

Speaker 1 ([01:53:33](#)):

Okay, so they're paying

Speaker 5 ([01:53:34](#)):

Same ROI.

Speaker 4 ([01:53:38](#)):

You should have left it alone. Probably you was out of order anyway. It was a recommendation. Needed a second.

Speaker 1 ([01:53:45](#)):

Okay. Alright. So the recommendation is for us to add in, for me to add in every two year increase every two years. And I am throwing this out, this was from his side. They said a 2.5% increase that's like \$64 a month. And I'm asking if that increases would be the recommendation, the

Speaker 5 ([01:54:09](#)):

Numbers and I can get back to you on the numbers if you could leave that open.

Speaker 1 ([01:54:14](#)):

Okay,

Speaker 4 ([01:54:16](#)):

So,

Speaker 1 ([01:54:17](#)):

So the recommendation is that there be an increase every two years, but we don't have a rate at which to increase it yet. And I don't know what the standard increase rates are. 2.5% did come from, that was

from the term sheet that I got from Miles. So I don't know Miles, maybe you can tell us where you got the 2.5%. How about that? Is that a standard rate?

Speaker 3 ([01:54:46](#)):

You know what, every time I've said something standard y'all might not agree.

Speaker 1 ([01:54:52](#)):

You got the 2.5% from somewhere miles. So where did you get from?

Speaker 3 ([01:54:55](#)):

Because I've seen it in dozens of other leases. I've seen five years and the five year option with whoever and dozens of other leases. But I just don't, none of what I'm saying matters. Just

Speaker 4 ([01:55:06](#)):

That's not true. Don't get word.

Speaker 1 ([01:55:08](#)):

Not I wouldn't have asked you if I didn't care to know which is, is there a

Speaker 2 ([01:55:11](#)):

Way for us to make a motion for Commissioner Plummer to give you a number before we meet?

Speaker 1 ([01:55:18](#)):

Is that possible?

Speaker 5 ([01:55:19](#)):

I have a number before the meeting.

Speaker 1 ([01:55:20](#)):

Yeah. Okay. Can motion can be for her to do the research and find out what's the most standard in these commercial leases. Fair. What's the most fair market

Speaker 4 ([01:55:30](#)):

By fair. Why fair?

Speaker 5 ([01:55:33](#)):

However you want to take it.

Speaker 4 ([01:55:34](#)):

Fair. Who decides fair? The research?

Speaker 1 ([01:55:44](#)):

I don't like to just say it just like that. If there's, what sources would you be checking?

Speaker 5 ([01:55:51](#)):

I would be doing m L s comps and also the, especially on the commercial

Speaker 8 ([01:55:57](#)):

I.

Speaker 1 ([01:56:01](#)):

Okay, so the recommendation is from you that there be an increase every two years drafted in and that you'll give me that recommended number based on M L s comps?

Speaker 5 ([01:56:19](#)):

Commercial comps.

Speaker 1 ([01:56:20](#)):

Commercial comps. Okay. And if you can get that to me by today is Friday, I'll give it to

Speaker 5 ([01:56:28](#)):

You. I'll probably do it before the finance committee meeting.

Speaker 1 ([01:56:31](#)):

Okay. Because I'd like to have it if possible. I don't know when finance committee meeting is. Finance committee

Speaker 5 ([01:56:36](#)):

Meeting is the 12th.

Speaker 1 ([01:56:37](#)):

Okay, so we give it to me before that. Give it before

Speaker 5 ([01:56:40](#)):

That.

Speaker 1 ([01:56:41](#)):

Okay. Alright. That's her recommendation. Seconded by you sir. Okay. And your vote? Yes. Okay. Alright. So that's that. That's just, we're only on that part. I think the next one was maintenance. Wait, we were talking about, okay, it was the space and then I think the term, how did we get over? And it was something that led me back to that and I said we needed to talk about that first. Oh, it was about the option to renew. So the option to renew would be at adv AL'S discretion for an additional one term of five years. And is that okay with you all or did you all want to want to discuss that?

Speaker 5 ([01:57:38](#)):

I don't have a problem with that. Somebody don't want to stay. They want to go let them go.

Speaker 1 ([01:57:43](#)):

Yeah. No, it was just if you guys would be comfortable with being locked in. That's the question. If you're comfortable, that's fine. That's all that is. Okay. Alright.

Speaker 5 ([01:57:56](#)):

Can it be at either our discretion?

Speaker 1 ([01:58:00](#)):

I think that that is something that, because I asked Miles last night, we had a long talk and I asked him to send me a list of his hard stops and this was something I think that was important to his client. Correct. That it'd be at y'all's discretion. Not either discretion. I'd written it initially to say there was at either one's discretion and he asked, they countered it, said they really wanted it to be at their discretion. But I don't want to speak for you, so let me know. I wonder why you just heard the question. I think because they put so much, I am assuming it's because you put in so many in

Speaker 5 ([01:58:39](#)):

Option terms. I would

Speaker 3 ([01:58:41](#)):

Say again, y take it for what you will that the vast majority of option terms I've seen have been at the tenants, especially first initial option terms have been at the tenant's discretion. As long as they're in default. I've certainly seen plenty where they're at mutual discretion. So as the tenant's representative, I've put in since the, I put in that the tenant discretion absent default, particularly since it's most common. That said, you see it both ways. I know that this tenant's particular hope, frankly, is that within five years that they would outgrow the space and they were certainly been hoping to do business with NORBP at a bigger space and build something new and exciting. So I think the hope here honestly is that this is an academic conversation about the second five years in this particular space. But just like Maria's representing hers, me representing mine, knowing that that's a standard term, it's usually the tenant's option. Although not always that, that's what I'm saying, do with it what you will

Speaker 4 ([01:59:40](#)):

Counsel. You didn't really push back on

Speaker 3 ([01:59:42](#)):

That.

Speaker 1 ([01:59:43](#)):

No, I didn't because I think of it as a business decision and I don't think it's my decision to make, if you guys feel that you, and the most important thing is that you feel like you're getting fair compensation for it. My concern with this has always been, and Miles and I have spoken about it, is just that if they don't stay for an additional five years, they've got a lot of equipment and they've cut off the warehouse and had a little tiny factory. And I'm not saying that tiny to be derogatory, but it's a tiny little factory. So if they do move on and maybe build something bigger, maybe even use our undeveloped land to build something bigger, what are you going to do with that little tiny factory? I've just always wondered, who are you going to find that's going to want that?

(02:00:30):

And I think because I think of the convention center, our convention center for example, it is so popular because it's the largest contiguous one where you can take out every single wall and make it into a huge space. Our warehouse was important to Myers because it was so large. It's still large now, but it's not as large as it was. So then what do you, once these guys do, move on and hopefully they're successful and they get bigger, what do you do with that? Who else needs a little tiny pilot factory? I don't know. Maybe there is somebody who needs that. I'm not in that area. So I guess you've already decided to do that to your warehouse.

Speaker 3 (02:01:10):

There will be hundreds of thousands of electrical and HVAC that would've been added to that space. That is certainly an added value.

Speaker 1 (02:01:17):

Yeah, I know. I don't know what you do with such a small space, but maybe there are some businesses that will want such a tiny space. I don't know. We're kind stuck right now. So my thing is, I think the way you think of it is do you want to keep them there? And then if you feel like you're getting adequate compensation over the course of 10 years and if they've been a good tenant, they're not in the default, people will say, yeah, less work for me to go out and look for another good tenant who's going to pay me what I want? So I think that's the question at this point, since you've already broken up your warehouse,

Speaker 5 (02:01:51):

I understand that counselor and I feel this counselor, I feel kind of the same way that we piecemealed our large warehouse. I thought about the convention center as well. We no longer a mini convention center because we have the distinct cut up. But if somebody doesn't want to stay, I would love for anybody to stay any tenant. But if they don't want to stay,

Speaker 1 (02:02:27):

Let them and let 'em go. So you're okay with them having the option to renew?

Speaker 5 (02:02:32):

Well, as long as we have something in there that if they tap our property, if it blows up or something like that.

Speaker 1 (02:02:39):

Yeah, I'm getting to that part. Okay.

Speaker 5 (02:02:41):

All right. We'll get to that part. They shouldn't have all the rights had in this whole process.

Speaker 1 (02:02:52):

Okay. Alright, so that's the answer. The term is for five years and you already went over the rent. I think the other important things are the security deposits. So here's the deal security deposit here. The

security deposit here will be very low. If you do one month rents, it's like \$2,500. I mean what can you do with \$2,500? I don't know. Maybe you get better contractors than I do, but the contractors I get, I can't do anything with that. The thought was maybe increase it to two months rent. Down here they don't do that. But in New York when I lived there, everywhere is first and last month's. Rent is security deposit. You don't move in anywhere without two months security deposit in New York. So I thought about that and that would give you to about 5,100. It's security deposit may still not be enough to do if anyone like say rams a forklift into something or let's just say the alcohol blows up or so they do have insurance to cover it.

[\(02:04:01\)](#):

But miles and I talked about it and at first the letter of credit that I had written in there was also in case anything went wrong with that tenant improvement package and we had to pay back the money and so it would've been a larger number. But I also had written in there that both the lessor and the lessee acknowledged that the security deposit alone may be inadequate to fully address all of the obligations under the lease. So my thought about that letter of credit, and I forgot to tell you that on the phone was initially if you saw that it wasn't there. If you see it's when I red lined it, was there be a letter of credit put up that would be in some amount that might be sufficient to cover also any shortfalls in security deposit. It would be irrevocable letter of credit, but it would be instead of it being say 520,000, it would be more like about 20,000. I'll give you an example. Meyer's security deposit is like 28,000.

[\(02:05:04\)](#):

I thought of the letter of credit so that they didn't have to tie up money necessarily with a bank and they didn't have, if you take the money and put it in a security deposit, they have to actually come up with that money right away. And I thought the letter of credit might be a more feasible way for them to put up a little bit more money that could be used as security deposit miles and I have not gone back and forth on this very much, but that was my thought behind that. Since Miles is here, certainly I would welcome any comments on that.

Speaker 3 [\(02:05:44\)](#):

My gut is that my client would be willing to do something that is reasonable via the security deposit range or the letter of credit range. I do know that when they were looking into the letter of credit, which they did look into for the tenant improvements at the \$500,000 level, that's going to cost them \$50,000 and that was not super feasible. Now if you're talking a \$20,000 letter of credit, I don't even know if they do 20,000 for credit. They do it at that low amount. But if they do, I imagine that the cost of secure one is probably reasonable. So I'm happy to bring that back to them and have them ask about it.

Speaker 1 [\(02:06:24\)](#):

Okay, cool. I was just trying to think of a way that because the security deposit is so low, to have something there that was guaranteed for the board, if there was,

Speaker 3 [\(02:06:34\)](#):

And without having discussed this with the client at risk of overstepping, if the letter of credit thing doesn't work or there's some reason maybe they don't do 20, I don't know, then maybe if you want to make that three months rent, that would probably be feasible.

Speaker 1 [\(02:06:50\)](#):

Okay. Something like that. We'll work on that. Or if it was like, I don't know. I dunno what's be cheaper a bond or a letter of credit, I think a letter of credit would probably be cheaper. But anyway, that's the thought on that. So we're still working on that one. And let's see, we have this issue with the calculation of utility charges. I would like a recommendation from the board on this. It is really, really, really a lot of gymnastics to try to calculate water. They already have a submeter, so that's great for electricity I was told right. Miles they put in a submeter already.

Speaker 3 ([02:07:25](#)):

Yeah, I think electricity one but not the other. I think electricity, yes.

Speaker 1 ([02:07:29](#)):

And Meyer says he has a submeter. So that will make both of your tenants knowing what they pay for their electricity and having control over that. And also us not being in a position of violating article seven, section 14 of the constitution. Water is our big issue and I suggested at the last board meeting, I would love it to be a recommendation here that we go ahead and put in separate or if you want to request that the tenants pay half of that charge or something like that, but put in separate water meters so that there's no, because you know what, once we have someone else in there with Myers and James Carroll Meyer's lawyer and I were going back and forth, how do we calculate who's using how much water? James was like, well all guys aren't going to be using much water at all.

([02:08:21](#)):

He says Damn with toilet. And that's about it. So we might have more people at any given time, but we're not using more water so we don't want to. So it became really confusing. Right now I have it where we try to calculate it. James wanted to calculate it. I don't know how based on people working on that day, that's too hard. So my strong recommendation is that the board look about getting two new water meters separating the water for Myers and for Advo and if that would be a recommendation from this committee and if it's very expensive, perhaps you could ask each tenant to pay half of that cost or something like that.

Speaker 2 ([02:09:04](#)):

You could recommend it but we can't.

Speaker 1 ([02:09:06](#)):

Yeah. So it's a recommendation but

Speaker 2 ([02:09:08](#)):

We can't get Susan to come out right now to take the meeting that we have.

Speaker 1 ([02:09:12](#)):

But this is a,

Speaker 5 ([02:09:12](#)):

That's somebody has got to go down there to Susan Water board.

Speaker 1 ([02:09:16](#)):

I know Michelle had been handling it, but

Speaker 5 ([02:09:19](#)):

Has she gone down?

Speaker 1 ([02:09:22](#)):

I'm

Speaker 5 ([02:09:22](#)):

Not getting anywhere on the phone and maybe we can get

Speaker 1 ([02:09:25](#)):

With great hesitation. I will say that I'll contact su waterboard.

Speaker 5 ([02:09:35](#)):

Thank you. But I agree they should have this separate meeting's. The fifth. Okay.

Speaker 1 ([02:09:43](#)):

I'll work on sewer waterboard. Oh lord. Okay. I'd rather work with miles than work on sewer waterboard.

Speaker 5 ([02:09:50](#)):

So you need that move, right?

Speaker 1 ([02:09:53](#)):

I'm sorry? You say you need move? Yes please. Yes, I'll move it. Okay. And seconded by Greg. Okay. About getting the separate water meters. Okay.

Speaker 5 ([02:10:04](#)):

A S A P.

Speaker 1 ([02:10:05](#)):

A S A P. Alrighty. So hopefully that will take care of that and everybody will be a lot happier. Let's see. I think the other thing we spoke about, I'm going Miles, I'll get from you what they're exactly doing. I had written before that they'd be making lithium batteries, but Omar told me, no they're not. No, there's going to be no lithium there. He said. So I just need a description from Omar.

Speaker 9 ([02:10:32](#)):

I sent one in the comments.

Speaker 1 ([02:10:34](#)):

Oh okay. Alright, no problem. And let's see. Oh insurance section and Mr. Noah Lewis is here. That's our other big thing. Now I wrote some more insurance information here. The general liability and property

damage. 2 million. 2 million. That's what we had in the access agreement. We also had workers' comp, business interruption, insurance, vehicle liability, 2 million. We already had that in. I did add from a form that Mr. Lewis has sent me a special form, all risk property insurance against fire and theft, vandalism, sprinkler leakage, things like that because I noticed that we had had something in here in the past and this was from this lease was a lease that I had drafted many, many years ago when we had a fire coverage that would cover 80% of replacement costs for the tenants. Apparently we don't have that kind of coverage anymore, so we do need the tenant to cover their fire and coverage and there was something else. I'm going to let Mr. Lewis talk about that more. Also I had it here, pollution liability policy and our writer, I never even thought about that until I spoke to Mr. Lewis. I put it in for 2 million per person. 2 million per occurrence. We had some discussion earlier about whether or not that was necessary. I'm just looking out for the client to see what is necessary and what would be in your best interest. So I'm going to turn the floor over to Mr. Lewis on insurance.

Speaker 9 ([02:12:21](#)):

Good morning,

Speaker 1 ([02:12:23](#)):

Afternoon. Almost evening.

Speaker 9 ([02:12:25](#)):

In fact, I'm going to give this please. Thank you.

Speaker 1 ([02:12:28](#)):

Yeah, we do not want to start this day over again. Thank you.

Speaker 9 ([02:12:31](#)):

That is section five of your current lease that you're working on. I don't know how many sections you have but section five.

Speaker 1 ([02:12:38](#)):

No, that is the access agreement. I think that's not the lease. Okay. That's the access agreement you're looking at. Okay.

Speaker 9 ([02:12:46](#)):

I don't know how many sections you have on the lease, but section five is the only one that I concentrated on.

Speaker 1 ([02:12:54](#)):

Okay. You're looking at the access agreement, not the lease. Not the lease. Probably doesn't

Speaker 5 ([02:13:00](#)):

Understand a lot of us that they're operating like a lease. But this

Speaker 1 ([02:13:06](#)):

Is the

Speaker 5 ([02:13:06](#)):

Access

Speaker 1 ([02:13:07](#)):

Reference,

Speaker 9 ([02:13:08](#)):

The insurance

Speaker 1 ([02:13:09](#)):

Area. Yeah, I think the most important thing is I added in here special form, all risk property insurance against fire theft, vandalism, malicious mischief, sprinkler leakage, windstorm, hail, earthquake, which god forbid we should have that flood and any additional perils covering the full replacement value of all alterations, additions, partitions improvements, equipment, furniture fixtures, inventory and other property placed by the lessee. And the other thing is pollution insurance. Okay. You told me construction liability and builders risk insurance did not adhere to the benefit of the board.

Speaker 9 ([02:13:49](#)):

Right. That part that I put on that paper, I'm going to call it that paper that has five by it, I'm call it the lease or whatever. That section should go into your lease almost as it is with exception of the waiver of subrogation in favor of the landlord. I made some notes on that so we can pick that up. The one about special all risk, strike a line through that and put in that information that's on that sheet.

Speaker 1 ([02:14:23](#)):

Okay. I already have all this information but I will have to put something about fire because they will need to cover that.

Speaker 5 ([02:14:31](#)):

Put in the stuff that he's telling you that we need.

Speaker 1 ([02:14:33](#)):

I already have it. It's it's access agreement. I wrote it.

Speaker 5 ([02:14:37](#)):

You got the waiver of subrogation.

Speaker 1 ([02:14:39](#)):

The waiver of subrogation. Yes.

Speaker 9 ([02:14:41](#)):

Okay. If that's in there that that's very important. That's almost it.

Speaker 1 ([02:14:45](#)):

Okay. And the pollution

Speaker 9 ([02:14:49](#)):

And reviewing the four page document came from the fire marshal and looking at some other documents,

Speaker 1 ([02:14:57](#)):

Which other documents over here?

Speaker 9 ([02:15:00](#)):

Pollution, liabilities not necessary.

Speaker 1 ([02:15:04](#)):

Okay. Which other documents did you look at?

Speaker 9 ([02:15:08](#)):

The four page document that came from the state fire marshal

Speaker 1 ([02:15:12](#)):

You said and other documents,

Speaker 9 ([02:15:14](#)):

Insurance documents

Speaker 1 ([02:15:17](#)):

From Advanta?

Speaker 9 ([02:15:19](#)):

No, from insurance. Right my

Speaker 1 ([02:15:25](#)):

Your own documents. Yes. Okay. So I mean since if your insurance broker says take out pollution liability, then we'll take that out. Now you are aware about the alcohol, so you don't think that's spillage of alcohol? Highly flammable off ball is pollution.

Speaker 9 ([02:15:43](#)):

Well from what I've heard discussed, the alcohol's not going to be in the center of the building. In the center of the,

Speaker 1 ([02:15:49](#)):

No, but it'll still be on our property

Speaker 5 ([02:15:51](#)):

Further away, but it's still going to be on our property

Speaker 9 ([02:15:55](#)):

That still puts it into the moderate risk. Oh,

Speaker 5 ([02:15:58](#)):

Okay. I got you.

Speaker 1 ([02:16:00](#)):

Okay.

Speaker 5 ([02:16:01](#)):

It has a retainer wall too, right around here. Will

Speaker 1 ([02:16:04](#)):

It have I don't know. I don't think so. I don't think so. No. He told me, Omar told me it was just going to be a shed with a canopy on it. I don't know what a canopy means. I think of it as is it

Speaker 5 ([02:16:16](#)):

The further away from the building it is we won't need.

Speaker 9 ([02:16:19](#)):

Right.

Speaker 5 ([02:16:23](#)):

We alcohol containment structure. It's just a metal structure. Think of a commercial grade. Patio top.

Speaker 4 ([02:16:29](#)):

Okay.

Speaker 9 ([02:16:32](#)):

One thing you didn't say about the alcohol was how much is there at any one time?

Speaker 1 ([02:16:37](#)):

Well, I don't know A lot. I think a whole lot

Speaker 9 ([02:16:40](#)):

Miles would,

Speaker 1 ([02:16:43](#)):

You know it should be a lot. They need it in all their processes. I

Speaker 3 ([02:16:47](#)):

Don't have the numbers. I mean we know the dimensions of the space.

Speaker 9 ([02:16:53](#)):

So what other dimensions do you If it's like a shed? Yeah,

Speaker 1 ([02:16:58](#)):

It's a shed. It's 2000. How much? No, 2000

Speaker 3 ([02:17:01](#)):

Is not that by itself.

Speaker 1 ([02:17:03](#)):

200 square feet. How much? I don't think that

Speaker 9 ([02:17:07](#)):

Much. Do you have that Mr. Commissioner

Speaker 3 ([02:17:09](#)):

Jefferson? The building's 20 by the, I'm looking four

Speaker 9 ([02:17:12](#)):

20 by 20

Speaker 1 ([02:17:13](#)):

Square feet. So 200 square feet

Speaker 9 ([02:17:15](#)):

Size small four,

Speaker 3 ([02:17:19](#)):

400 square square feet is the building. I don't know

Speaker 9 ([02:17:21](#)):

The size of the, that's

Speaker 1 ([02:17:23](#)):

Not, it'll be a metal container. What's a canopy?

Speaker 9 ([02:17:26](#)):

Canopy supposed challenge

Speaker 3 ([02:17:29](#)):

A

Speaker 9 ([02:17:29](#)):

Metal structure

Speaker 3 ([02:17:31](#)):

On at each corner, put the cover on top and then fencing around. But

Speaker 9 ([02:17:37](#)):

You don't know how much alcohol is going to be in there.

Speaker 3 ([02:17:41](#)):

I do not. I do not. Will that

Speaker 9 ([02:17:43](#)):

Matter? Not really because think in terms of alcohol in a bar, it's usually at least 80 proof.

Speaker 1 ([02:17:52](#)):

I think this is going to be stronger than that.

Speaker 9 ([02:17:54](#)):

No, no. Alcohol is alcohol. It really is. And that's why the state marshals always in places like that because you may have 40, 50 gallons of liquor that's flammable. You got something outside. You

Speaker 4 ([02:18:13](#)):

Mentioned waivers of subrogation, right? Yes. What about, you got indemnity clauses in there?

Speaker 1 ([02:18:21](#)):

Yes. Yeah, I have that. I always have that also

Speaker 4 ([02:18:23](#)):

On the leases policies. Will we be named additional insurers? Yes. Okay.

Speaker 1 ([02:18:31](#)):

That's

Speaker 9 ([02:18:31](#)):

What,

Speaker 4 ([02:18:32](#)):

Okay, cool.

Speaker 9 ([02:18:33](#)):

All thank

Speaker 1 ([02:18:34](#)):

And of course we'll need them to have obviously something for fire. Yeah. Chairman.

Speaker 9 ([02:18:40](#)):

Yes sir.

Speaker 3 ([02:18:43](#)):

You've seen our certificate of insurance now for the current insurance?

Speaker 9 ([02:18:47](#)):

Yes.

Speaker 3 ([02:18:48](#)):

And N O R B P is named obviously additional insured. They're not. Is that current insurance now good insurance or would there need to be something else changed from that?

Speaker 9 ([02:19:00](#)):

The only thing we're talking about at one time was the pollution liability insurance, which

Speaker 1 ([02:19:05](#)):

Well, and I don't think we have anything for fire in there. You

Speaker 9 ([02:19:08](#)):

Keep saying fire but I don't understand what you mean

Speaker 1 ([02:19:11](#)):

When you, because I told you our previous leases said that the lessor would cover, I think it was 80% of the replacement costs under our fire policy. But we don't have that. You told me we don't have that.

Speaker 9 ([02:19:28](#)):

No. Meaning the

Speaker 5 ([02:19:29](#)):

Building itself where the mayor,

Speaker 1 ([02:19:31](#)):

I'll read to you what I have

Speaker 9 ([02:19:33](#)):

Going way back. There's been some smart people who had money but didn't want to carry any insurance on the building themselves.

Speaker 1 ([02:19:41](#)):

So this is what we had in the past. In the past it said that the lessee will have a policy in an amount sufficient to cover 80% of the full replacement value of the advanced leased area against loss by fire and extended coverage. You told me. No, we don't have that.

Speaker 9 ([02:19:59](#)):

No, we do have that. We being,

Speaker 1 ([02:20:02](#)):

I asked you, you told me we didn't have that. Wait,

Speaker 9 ([02:20:04](#)):

The park has the coverage so if the park has the coverage, there's no need for a tenant to have coverage on that. Same

Speaker 1 ([02:20:11](#)):

Noah today I read this to you and you said you don't have that coverage. So I said okay, I'll take it out. I read this exact language to you.

Speaker 9 ([02:20:24](#)):

Is that called

Speaker 1 ([02:20:26](#)):

The lease agreement Pay for that. What?

Speaker 9 ([02:20:28](#)):

Who's going to pay for that? What you just read?

Speaker 1 ([02:20:31](#)):

No, we, the NORBP will pay for that under, that's what I'm, and so you told me we don't have it currently.

Speaker 5 ([02:20:39](#)):

So you say add it to our policy that we had

Speaker 9 ([02:20:43](#)):

That would be double coverage. If advo had to pay for what you just read. That's like saying the insurance you have Now

Speaker 1 ([02:20:50](#)):

That's not what I said. I asked you earlier, I said this is what's currently in the lease. Can you tell me if we have this coverage at all times during the term of the lease? The lessor NORBP maintains in full force and effect at the NORBP's expense. The following insurance coverage on the area that Advanta was

leasing. And it says a policy and an amount sufficient to cover 80% of the full replacement value of the advo area against any loss by fire or extended coverage. Do we currently have that policy in place?

Speaker 9 ([02:21:31](#)):

Yes. Yes

Speaker 1 ([02:21:32](#)):

You do. Okay. Well I asked you earlier, you said we didn't, that's why I said well if we don't they're going to have to because nobody would've coverage. So if we do have that kind of policy and then you told me you had sent some stuff and I said not to me, which you didn't. You said you sent it to Michelle but I don't know what coverage we

Speaker 9 ([02:21:51](#)):

Have. Do you have

Speaker 1 ([02:21:53](#)):

I have no coverage. I have no idea what coverage

Speaker 9 ([02:21:55](#)):

You have up today at the end of today. Okay. And it lists all of the coverages

Speaker 1 ([02:21:59](#)):

That Okay, so if we do have that then I don't need to worry about it. Earlier you told me we didn't have it. So if you have that kind of policy then the board pays for that,

Speaker 9 ([02:22:10](#)):

Right? You're only looking for what Advo had to have to

Speaker 1 ([02:22:17](#)):

No, I said to you that we haven't asked you if we had it. So that's it. So we'll take out pollution based on your recommendation.

Speaker 5 ([02:22:27](#)):

Thank you sir. Are you

Speaker 2 ([02:22:28](#)):

Welcome?

Speaker 10 ([02:22:31](#)):

Okay. And what do you guys have next on there? I'm sorry, I'm running out of battery on

Speaker 2 ([02:22:37](#)):

My next is do landscaping and maintenance status.

Speaker 1 ([02:22:42](#)):

Oh god, I sent you guys photographs. Your grass is really high. If you came before me in blight court you would get cited. It's certainly well over 10 inches. It was past my knee. The grass has grown exponentially in the last couple of weeks. So that's for you guys to discuss.

Speaker 5 ([02:23:04](#)):

Mr. Chair, I spoke to two companies to submit something to us. Wait just a second. Yeah, go ahead. Yes,

Speaker 2 ([02:23:23](#)):

I reached out to one company. I haven't had response back yet. I'm waiting.

Speaker 5 ([02:23:33](#)):

The chair is downstairs. Can you I spoke to two people to see if they would be interested in submitting. I think

Speaker 2 ([02:23:48](#)):

That's what Maria. Oh okay. Yeah,

Speaker 5 ([02:23:59](#)):

About landscaping and the grass cutting according to landscaping and also majors. One company can do all of it. Landscaping and also building maintenance. They're doing it right now for R T A, also for the Corps of Engineers and the Coast Guard. Anything broke down whatever. And I'm going to tell you something funny, which is not so funny. The building engineer, we had those things were under his job description. He did nothing. He called, we hired somebody to cut the grass. If the AC was, he called somebody

([02:24:54](#)):

And we were paying him a big salary. So all this, his stuff was within his scope of work, his job description. But we were paying extra. But this particular company, they can do all of this maintenance and also landscaping, grass cutting, however you want to call it. The other company is a good company as well, but they're only doing landscaping and stuff like that. So I'm going to get them to get the scope of services to everybody. I'm going to get it out to all the commissioners so that hopefully they can make a decision at the board.

Speaker 2 ([02:25:36](#)):

Okay, you on the phone. But I reached out, I did reach out to one last cable response back yet, but I mean I'm most definitely inclined to go with someone who can do whole jobs. We can limit invoices and

Speaker 5 ([02:25:51](#)):

Blame

Speaker 2 ([02:25:52](#)):

One incident.

Speaker 5 ([02:25:53](#)):

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

This company, he's a construction company but within his Argo services he does all that. Like I said, landscaping and the maintenance.

Speaker 1 ([02:26:05](#)):

Our chairperson was locked out of the building. Why? I ran out

Speaker 5 ([02:26:10](#)):

Miles must have locked. He does that. Like I said, for R t a Coast Guard and Corps of Engineers, I'll have them submit stuff

Speaker 1 ([02:26:25](#)):

And I know I ran out for a second but you guys, it's really bad. I tried to put a few pictures. I know I sent you all 67 pictures today. Some of those are pictures I've been wanting to send you from when I did the tour because I know you all haven't all had the opportunity and Omar gave me a really good tour so I sent you those. But I went out just on Sunday. I was in the area to go and see how the building was looking on grass and I wanted to get pictures for y'all and it is extraordinarily high.

Speaker 2 ([02:26:52](#)):

That's what I saw Yesterday

Speaker 5 ([02:26:54](#)):

Point information. How long was the previous maintenance company? Well we didn't have a maintenance company. We had a building engineer. Now since I've been back this time there hadn't had anybody because we weren't in a building. So this building had been without for a few years. And they also, the person that can do it all, like I said, they have a construction company. If they're any repairs, renovations and stuff, they could probably put in to do that as a scope of their work as well.

Speaker 4 ([02:27:39](#)):

They're competitive, which I'm sure they will be. They may even almost give away landscaping at cost just to get the full whole scope. So we might be a solid discount. I don't know if you want to find somebody relative to their capabilities to be, I didn't even know that probably can yield up some savings. I'm trying to think of who they might be, but I'm sure

Speaker 5 ([02:28:06](#)):

I don't have a problem telling you who the person is Is B R C construction and B R C construction. His background in construction, he's a partner with Joe Jager and he's done the hotels, he's done the schools doing the rebuilding of the schools and stuff like that. So he has a lot of experience.

Speaker 4 ([02:28:35](#)):

He's going to come out soon or he's been out

Speaker 5 ([02:28:38](#)):

And he knows the property. He used to be across the street. He had something across the street. I'm pointing like me off the utility road, but he knows the property and he had stuff out there in New Orleans.

Speaker 4 ([02:28:52](#)):

This is not urging where we got, we just let our posts come in and then at our next committee meeting,

Speaker 5 ([02:29:00](#)):

I'm going to have him send this stuff. I'm going to have both. One is just landscaping then one is he can handle everything. The maintenance. Also, there's two companies, the other company that just does landscaping.

Speaker 4 ([02:29:22](#)):

I wonder if we could get it done soon So we can start

Speaker 2 ([02:29:24](#)):

With the company that I'll reached out to. R C I

Speaker 1 ([02:29:29](#)):

Country

Speaker 2 ([02:29:30](#)):

R C I. Landscaping again, I haven't back yet. Alarm, I follow up and I think that would mean three

Speaker 1 ([02:29:38](#)):

Like those hay,

Speaker 2 ([02:29:39](#)):

If they do maintenance as an additional thing. I have. So can we I guess make a motion to move that to the actual board meeting once we receive all of the

Speaker 5 ([02:29:52](#)):

Yeah, I'm going to have the two and if touch you hear for R C I or whatever.

Speaker 1 ([02:30:00](#)):

And may I ask you, I hear you all talk about Michelle refers as the pond. I don't know where that area is. Is that right at the front of the building where you see sort of this, I don't know, I can't see this's almost grass growing but it's right there. It's at the roadside.

Speaker 5 ([02:30:14](#)):

It's almost at the roadside. Okay. It's close to the roadside.

Speaker 1 ([02:30:18](#)):

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

Yeah, I'm asking because when I do go to su waterboard, I want to be able to at least say where it is because that's going to be my argument that it's there. It's

Speaker 5 ([02:30:25](#)):

On, I always thought that it was a pond. It's the Myers. Do you remember in the front front

Speaker 3 ([02:30:33](#)):

What happened in the front of the building? If you go look at the fact the history Bayou Gentil ran right through there along the road. So when they built the drive and all before the drive, it was sunk down. Remember they built the drive at sunk, they called the

Speaker 1 ([02:30:47](#)):

Construction. We had door construction come and fix it. They

Speaker 3 ([02:30:49](#)):

Came and fixed it. It settled a little bit again. So that pond, that water area, that right there counter has always been

Speaker 5 ([02:30:58](#)):

That's that's what I thought. I thought it had always been.

Speaker 1 ([02:31:01](#)):

So it's like a retention pond. Almost like a retention

Speaker 5 ([02:31:03](#)):

Pond.

Speaker 1 ([02:31:05](#)):

So you don't think that that's what the question still becomes. Where's the water cut off?

Speaker 2 ([02:31:10](#)):

It's right there.

Speaker 1 ([02:31:12](#)):

So then the water,

Speaker 2 ([02:31:14](#)):

If it's going

Speaker 4 ([02:31:14](#)):

To remain there, you won't be

Speaker 2 ([02:31:15](#)):

Able to cut it. What probably happened was when they first did it, this making a guess, when they first did it, it was higher. But you said it fell correct. So once it fell, then it just kept falling. And so it wasn't below water when they installed it, but now since it fell over time or whatever, the land settled and now it's below.

Speaker 1 ([02:31:31](#)):

Well that's still on suture. Yeah, they still have to remove They have to. Yeah, that's on them. It's not on us.

Speaker 4 ([02:31:40](#)):

The fear is for the past, the old landscape, the fear is that he does not know where that area is. So he's not going to cut it at all.

Speaker 5 ([02:31:47](#)):

He's not cutting anything.

Speaker 1 ([02:31:49](#)):

Oh, nothing's been cut. Yeah,

Speaker 2 ([02:31:51](#)):

It's hot.

Speaker 4 ([02:31:52](#)):

Well there's no excuse.

Speaker 5 ([02:31:54](#)):

We never wanted him, as he said about the alligator, he said about the snakes and stuff. Nobody wanted to put

Speaker 4 ([02:32:00](#)):

In southeast Louisiana,

Speaker 5 ([02:32:07](#)):

Live in east over the alligator sun being on their backyard.

Speaker 1 ([02:32:11](#)):

And if there is a natural pond there, I don't know how that's, that's remedied except to make it a water feature. I

Speaker 2 ([02:32:19](#)):

Dunno.

Speaker 5 ([02:32:20](#)):

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

That's what I thought it was all these years. I remember it being a pond.

Speaker 1 ([02:32:25](#)):

Well

Speaker 5 ([02:32:26](#)):

I remember being water.

Speaker 4 ([02:32:28](#)):

Yeah, building green infrastructure.

Speaker 1 ([02:32:30](#)):

There you go. To be honest,

Speaker 2 ([02:32:31](#)):

That might be a good way

Speaker 1 ([02:32:32](#)):

To move forward. There you go. Might something like that. I think so. So did you guys have a recommendation? I had stepped out the door.

Speaker 2 ([02:32:40](#)):

We're recommending to move this to the board but full board. Full board with three proposals.

Speaker 1 ([02:32:47](#)):

Okay, and you think you can have three proposal by the time board meeting comes? Yeah. Okay, so that's motion by Alicia and seconded. Seconded by Greg. Okay, great, great. And the next one was discussion of pest control and that was put on by Michelle. I guess since we don't have a pest control contract for the building, I think she wanted the property community to consider getting a pest control company. Maybe we can get one from Lafayette that deals with alligators and watermark business too.

Speaker 2 ([02:33:25](#)):

Well I have a question. The company that you're looking at that also does maintenance, would that also be a part of their scope?

Speaker 5 ([02:33:33](#)):

I'm going to ask that. Yeah, that could be a part of their scope.

Speaker 1 ([02:33:36](#)):

Well you want to add that your, add that to your, well I guess PEs control is different though. I mean did you want to add that to your, I guess what's the recommendation on

Speaker 2 ([02:33:48](#)):

That? Well company she talking, one of the company that she's vice speaking of is they do landscaping and maintenance services. So maybe she want

Speaker 1 ([02:33:58](#)):

Ask. So I guess first will be to inquire and if not then you'll come back and address this. I don't think, don't, it's that urgent of a matter right now you don't really have, I mean Mr. Meyers has his own pest control. You don't have anyone in the building. So

Speaker 4 ([02:34:12](#)):

Postpone to our next committee.

Speaker 1 ([02:34:14](#)):

Yeah, just okay. Alright. So that's why I'll move that by you. Okay. And I think that that covers everything. I think we talked about the lease and so yeah, I think I have more marching orders than that. He doesn't do

Speaker 3 ([02:34:34](#)):

Pest control.

Speaker 1 ([02:34:35](#)):

No he does not. Okay. Alright, so table the pest control to the next meeting.

Speaker 3 ([02:34:41](#)):

I'll try and see if I can find some. Well Mr. Myers, can you recommend your guide? Contiguous? We use a national company, pesto Wax.

Speaker 1 ([02:34:54](#)):

Oh, that's who I use for my house. Presto X. You

Speaker 3 ([02:34:57](#)):

Use them guys and they do all the buildings. They do the food grade standards, but since they have a guy out there twice a week, you wouldn't need the level of maintenance that I maybe having to spray the facilities and just extend. We got our rack boxes along the building and you got to meet E P A standards and with a

Speaker 1 ([02:35:20](#)):

Tight Yeah, since they're already coming out, they might give a good deal. Might

Speaker 3 ([02:35:24](#)):

Just do a reduced contract for you all. Extend the rack boxes around the building. Go in and do a spray once every two months or so. Right.

Speaker 1 ([02:35:32](#)):

I think it's good for you all to ask him have the number,

This transcript was exported on Nov 24, 2023 - view latest version [here](#).

Speaker 3 ([02:35:34](#)):

You have them

Speaker 1 ([02:35:35](#)):

Already, right? Yeah, but I mean he probably has who he deals with over there, but yes I do. I have them too. I

Speaker 3 ([02:35:40](#)):

Could send you guys a number.

Speaker 1 ([02:35:41](#)):

Yeah. And then to get two more, so you have three estimates, that's your standard here. So get three estimates. Alright, so then we'll change that to instead of tabling it by Commissioner Tucker and seconded by vice chair to get three estimates. Alright. And I can't think of anything else unless Wess, did I leave out anything that you might need to say? Alright, so will you entertain a motion of adjournment? All great.

Speaker 3 ([02:36:18](#)):

Mr. Myers, can I get that email address for Fisher? We doubt. Okay.

Speaker 1 ([02:36:25](#)):

Seriously? Well I think if I memory search Well you wanted a property committee meeting? Yeah. Done.