

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

<silence> It is recording.

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

Okay. The regular meeting of the Board of Commissioners, new Orleans Regional Business Park. We are located today for the meeting at the Orleans Airport Terminal Building, October 27th, 21, 2, 23. And the time is three 11. I'm Secretary

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

Commissioner Jefferson. Present. Commissioner Jones. Commissioner O Commissioner Rand. Commissioner Stadium. Commissioner Tucker. Here. Commissioner here. Commissioner Bennett, vice chair here. Chairman Hughes.

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

And I know Chairman Hughes. Um, commissioner <inaudible>. And, and, uh, Tatum has said that they won't be here. I know Tatum and the chairman are out of town, and I think, I don't know if, if Alfon is out of town. Just out of pocket.

Speaker 1 ([00:01:13](#)):

Okay. So, um, that's important. 'cause we, we need to note, just so you guys know, when you have an excused absence or not, I do know that both Chairman Hughes and Commissioner Tatum said they had family, um, family circumstances that they had to take care of. And I've forgotten also what Commissioner Olaf font said he did respond. Yes. Yeah, he, did

Speaker 2 ([00:01:36](#)):

He still be out

Speaker 1 ([00:01:36](#)):

In so days? Unfortunately, I did not hear anything from Rero or from, um, who's the other person?

Speaker 2 ([00:01:47](#)):

That's it.

Speaker 1 ([00:01:48](#)):

Oh, that's it from Rehr. So this may be an unexcused, but I'll try to reach out with him just to make sure. Because if you have four unexcused absences in a calendar year, then you'd have, you're automatically off the board just for the new members. Uh, just so that you know why that's important. Okay. But you do have a quorum so you can go forward.

Speaker 3 ([00:02:09](#)):

Okay.

Speaker 2 ([00:02:10](#)):

Introduction of guests. We

Speaker 3 ([00:02:12](#)):

Have one guest, Wesley consultant.

Speaker 1 ([00:02:21](#)):

I saw Mr. Omar Morales, uh, when I went to post the notice yesterday. And he did say that he wouldn't be able to come to the meeting because his wife is, he would or would not, would not. His wife is nine months pregnant. They're gonna try to induce labor maybe today. So that's why. Okay.

Speaker 2 ([00:02:39](#)):

So he's not gonna send a representative?

Speaker 1 ([00:02:42](#)):

No, he didn't say. Yeah. Anybody was available. He just said he didn't think he could make it because of that.

Speaker 3 ([00:02:47](#)):

Okay.

Speaker 2 ([00:02:50](#)):

Alright. We need to get approval of the agenda.

Speaker 4 ([00:02:55](#)):

Motion item number eight, to update on maintenance in lieu of update on plumbing. Uh, the plumbing issue is supposed to be, um, is not being handled by, uh, Hughe, that he's not here to provide the update by the changes to maintenance issues in lieu of plumbing issues.

Speaker 1 ([00:03:18](#)):

Okay. So that's moved by you and seconded by I'll

Speaker 5 ([00:03:21](#)):

Seconded

Speaker 1 ([00:03:23](#)):

By, um, Tucker. Unanimous. All in favor? All

Speaker 5 ([00:03:26](#)):

A

Speaker 1 ([00:03:27](#)):

Okay. That was a

Speaker 5 ([00:03:29](#)):

Vice chair. I'd like to

Speaker 1 ([00:03:31](#)):

Unanimous

Speaker 5 ([00:03:32](#)):

Revise and just add, because I don't see agenda,

Speaker 2 ([00:03:36](#)):

Um, new business.

Speaker 1 ([00:03:38](#)):

Well, because new business is not a legal thing. It's not a legal, it, it have to be more precise than that. Okay. Yeah. Is there something specific you wanted to add to the agenda?

Speaker 2 ([00:03:49](#)):

Consideration for dates for the November and December meeting.

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

Okay. So that's moved by Commissioner Bennett. Seconded by anyone?

Speaker 5 ([00:04:00](#)):

Second. Second

Speaker 1 ([00:04:01](#)):

By Wallace. Okay.

Speaker 5 ([00:04:03](#)):

Where would we put it? This, the court.

Speaker 1 ([00:04:05](#)):

Where would you like to put that at the end? After the landscaping update and before the legal report?
It

Speaker 5 ([00:04:10](#)):

Can be at the

Speaker 1 ([00:04:12](#)):

Very end. At the very end. Okay. So that'll be a new item. Number 11. All in favor?

Speaker 5 ([00:04:21](#)):

Aye.

Speaker 1 ([00:04:22](#)):

Okay. Any opposed? Okay. That's okay. Unanimous. Alright, so the agenda has been revised.

Speaker 5 ([00:04:34](#)):

Okay. I'll make a motion to adopt the

Speaker 4 ([00:04:36](#)):

Revised, uh,

Speaker 5 ([00:04:38](#)):

Agenda.

Speaker 1 ([00:04:38](#)):

Thank you. And, okay. And let the record reflect that Michelle Diaz just entered. Alright. And motion was, uh, proposed by, uh, commissioner Tucker, seconded by chair, vice Chair Plummer, uh, to, uh, accept the new agenda. All in favor? Aye. Aye. Alright. None. Any opposed? Alright. It's passed. Okay. You can go on to your report then.

Speaker 2 ([00:05:09](#)):

Okay. I really don't have a report. Uh, I thought the chair was gonna be here.

Speaker 5 ([00:05:15](#)):

Uh,

Speaker 2 ([00:05:16](#)):

I have comments that I'm gonna be making through the, during the presentation.

Speaker 1 ([00:05:20](#)):

So four

Speaker 5 ([00:05:22](#)):

Report. I probably thank you.

Speaker 1 ([00:05:24](#)):

Alrighty. Okay. Um, pation, oh, you're right on time. Ms. Ms, uh, Diaz. I'm, I'm ready. Presentation of financials.

Speaker 5 ([00:05:34](#)):

Okay, I'm ready. I'm sorry.

Speaker 1 ([00:05:37](#)):

Oh, sorry. Sorry. I could have passed that down. I'm sorry.

Speaker 5 ([00:05:43](#)):

I just distributed the,

Speaker 6 ([00:05:45](#)):

Uh, financial statements for the month of September.

Speaker 5 ([00:05:49](#)):

Your first

Speaker 6 ([00:05:49](#)):

Sheet is the statement of financial position.

([00:05:53](#)):

Um, the only change from the prior month would be the reduction in cash of approximately \$12,000, as we'll see on the next page. Uh, that's the extent that the expenses exceeded the revenue for the month. All other items on the balance sheet are the same except the, uh, fund balance, because the cash changes, the fund balance went down as well by the same amount. Uh, so the fund balance, which is basically the equity, um, that the, uh, N-O-R-V-P has in its, uh, assets is 3 million 627 8 66. You turn to the second page, which your segment of activities, which is your income statement. For the month, we had the, uh, normal recurring, um, rent and collection from the Summas case. We also received a quarterly interest from the Liberty savings account of \$115. So the total revenue was 25,005 40. The expenses were as follows. We had utilities of 24,583, which was, uh, the payment that was made to Sewage and Water Board. After much discussion last month of 20,000 482 91, plus the entity bill of \$4,100 and 38 cents. We had 11,465 in legal expenses. 1250, uh, for <inaudible> Consulting for the, uh, construction oversight seven 50 to Michelle Diaz CPA and \$214 for meeting refreshments reimbursements. The total expenses were 38,262, which left a deficit for the month of 12,722.

([00:07:34](#)):

Return to the third page. The third page is simply a recap of the entire year. And so you'll see that the month of September that's now been added reflects what we just reviewed. And then if you turn to the fourth page, this just brings us, um, up to date on our actual versus budget comparison.

([00:08:06](#)):

Our total revenue for the year, for January through September 30th, we've accumulated 229,160 in revenue and the total expenses of 2 46 435. So as of September, we are actually running a deficit of 17,275 for the year. I'm anticipating though, by the end of the year, we should, um, be out of the red because we will have received that additional revenue from, uh, Myers from their rent increase. And also, we'll, we'll have started to see the rent from Banno. So with those increases in rents coming in and not foreseeing any expenses, um, going up as well, we should see that, uh, 17,275 deficit. I'm, I'm certain it will go away unless there's just some unforeseen expenses from this point forward. Question? Yes ma'am. When,

Speaker 2 ([00:09:05](#)):

When are we expected to get these increased revenue?

Speaker 6 ([00:09:08](#)):

Right. So, um, I

Speaker 2 ([00:09:10](#)):

Looking

Speaker 6 ([00:09:10](#)):

Forward to getting the update myself in terms of where things stand. What I can say is for the month of September, there was no change. We didn't receive anything from advo as you saw on the income statement. And Myers is still paying their original amount of 25,000 2 75. So we've seen no increase up to this point, hopefully starting in October. And I, I'm looking forward to getting the update myself. We'll, we'll have those increases coming in. One more question. Yes ma'am. Um,

Speaker 2 ([00:09:41](#)):

When does your increase take

Speaker 6 ([00:09:43](#)):

Effect? In October. In October. Right. So you'll, when we get to the invoices that increase, this is going to be reflected starting in October. So you don't see it on this, this was September.

Speaker 2 ([00:09:55](#)):

Okay. So you're talking about, I'm sorry, commissioner Wallace, you had your hand. Well, look, um, this is the rent we got for September,

Speaker 6 ([00:10:08](#)):

Right? We're always, today's October, the

Speaker 1 ([00:10:11](#)):

Lease are supposed to start October one,

Speaker 6 ([00:10:13](#)):

Looking at previous month. Oh. So I can't present October until this month is completed. So, and that, this is the way we've been doing it all year. We're always looking at the previous month.

Speaker 2 ([00:10:23](#)):

Right. But let me ask this question 'cause I'm not ACPS, not my, um, okay. We'll take uh, did Myers pay 25 the same amount or they paid the increase

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

We have to <crosstalk>? No, Myers has not paid the increase yet. I can answer that because the leases were supposed to start October, effective October 1st. That's what I thought. Myers has not paid. Myers will need to pay for October 1st. I spoke to Pat Myers yesterday because they haven't signed their lease yet because of his attorney. And I explained to Pat yesterday that their lease, their, their, their lease starts effective October 1st. So when he size the lease, he's gonna have to pay that, whatever the difference is for October as well as for November. And he said he was in Folsom, he had bad service, he said, but he was ready to go ahead and sign. So I'm gonna follow up with him again on Monday. 'cause he was out of town. Um, I told him that,

Speaker 2 ([00:11:21](#)):

Just for clarification, he's gonna sign,

Speaker 1 ([00:11:24](#)):

He said he is gonna sign the lease, so I'm gonna follow with him on Monday. The

Speaker 2 ([00:11:27](#)):

Normal plus late.

Speaker 1 ([00:11:29](#)):

Yes. Plus the, well, not late, but the, the difference, difference, I'm not charging him a, we wouldn't charge him a late charge 'cause, and I wouldn't think on this one 'cause they just haven't signed it yet. Because they've had a problem with their attorney. And their attorney is the one who is holding everything up. Their attorney doesn't want to, they need to

Speaker 2 ([00:11:46](#)):

Get it out of their attorney

Speaker 1 ([00:11:47](#)):

Then doesn't want them to sign a lease at all until we take out language that says two things. One language that's, and I wasn't gonna get this report later, but the language that says that any amounts that we find that they are due, that are due in owing that upon presentation of substantial, I, I don't, I don't know the language, but basically the presentation of substantial evidence that they owe it. For example, if with electricity we find out they owe \$200, let's just say, then we would have sufficient evidence to back it up and then they would pay it, it all and it all, and it is for anything water. We know they owe for water, so we have to have the evidence and we don't have it now. And Lee says that when we present that evidence that they would pay it, their attorney said, no, we don't want that in there.

([00:12:40](#)):

You know, I, I disagree. And I said, well, I'm not, we're not, I'm not taking it out. It's what the board has authorized. It's, we can't gift you things. And I don't understand why it's now a problem all of a sudden with you because every time we say something, you push back and you want something else. So I explained, I was trying to explain that to Myers. He had bad cell phone service, but he said, I I I, I'm okay with everything. I'm ready to go. I'm okay with everything. So I'm gonna follow up with him again on Monday when he is actually in town and I can talk to him, but I don't think it's gonna be a problem.

Speaker 2 ([00:13:16](#)):

Okay. So why do you don't think you need to pay a late fee?

Speaker 1 ([00:13:19](#)):

Because they haven't signed the executed the lease yet? Not that's all that was on

Speaker 2 ([00:13:22](#)):

Them, correct.

Speaker 1 ([00:13:24](#)):

Yeah, I I mean I could ask them to pay the late fee as well, but Well,

Speaker 2 ([00:13:28](#)):

Aren't aren't they required to pay a late fee? They hadn't paid,

Speaker 1 ([00:13:32](#)):

I wouldn't technically see they're, say they're late, they're gonna sign the lease say November 2nd with an effective date of October 1st. I do that all the time in documents. That just means that the payment goes back to there. But it doesn't mean the payment's late. So technically I don't think that they're late if they're signing in October 1st, but agreeing to go retroactive to pay the increase.

Speaker 2 ([00:13:59](#)):

I disagree. I think they're late and on purpose. I don't care if it's the attorney.

Speaker 1 ([00:14:06](#)):

Yeah, I mean, you know, the option is if obviously if they disagree with, with the lease altogether, then, then they would have 30 more days and then they could vacate.

Speaker 2 ([00:14:19](#)):

Well they could have exercised that

Speaker 1 ([00:14:22](#)):

Yeah.

Speaker 2 ([00:14:23](#)):

Before.

Speaker 1 ([00:14:24](#)):

No, I mean that'll be their option. I'm trying to

Speaker 2 ([00:14:25](#)):

Think. If you could just ignore,

Speaker 1 ([00:14:28](#)):

I can't get into his attorney there. You know, his attorney said,

Speaker 6 ([00:14:39](#)):

And I can say, um, in October, again, we're looking at September here, but in October I did receive the check for the same 25 2 75. So to your point, if it's going to be retroactive, they will have to send an additional check for whatever the increase is because they did send 25 2 75 same amount that I deposited this month in October. So they sent October payment, they have sent it. Right. But it is for that same amount. Can do the increase. They didn't do the increase not signing lease. No, I'm under the, under the assumption that they didn't pay at all. Okay.

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

You can finish. Okay. Alright. Um, so just going back to the, I think I was pretty much at the end, but, uh, the, the actual versus budget. So again, I'm anticipating, unless we have some or for, uh, unforeseen expenses, you know, these last few months that revenue should, uh, exceed the expenses so that we end the year in a, in a positive, uh, position in terms of the income exceeding the expenses, for example, um, the management services, which is just about in the middle of the expenses that, yeah, that was, um, I believe, uh, commissioner Tatum had addressed possibly bringing in another entity, be it the Business Alliance or whomever. I mean, whoever does it or if it's, or we hire someone directly. But that 50,000 has not been used and I, I just, I don't see that being used before the end of the year. So that \$50,000 alone will, um, you know, decrease our budgeted expenses and, and we should be okay in terms of actual versus, uh, the budget for the year. That concludes my report. Any questions I

Speaker 7 ([00:16:48](#)):

Got? I got a question about the miscellaneous refresh meeting. Refreshments. Yes. What is that?

Speaker 6 ([00:16:54](#)):

Um, that was for receipts that Chairman Hughes, uh, presented last month for reimbursement for refreshments that were purchased for, I suppose it was, I, I don't know exactly what it was, but I I do

Speaker 1 ([00:17:07](#)):

Know it was, I can tell you the last meeting they had, it was from,

Speaker 6 ([00:17:10](#)):

Um, Messina's downstairs. Yeah. Yeah. So when I say I don't know what it was, I can't say if it was sandwiches or whatever, but it was definitely messina's receipts for refreshments

Speaker 1 ([00:17:20](#)):

And there was no alcohol. I can tell you that I was here and that was because there was, uh, there were three meetings back to back. So for those people who came and had to be there for those all three meetings. Exactly.

Speaker 7 ([00:17:35](#)):

Alright,

Speaker 6 ([00:17:39](#)):

Any further questions, comments? Okay, we will forward. Um, I have a question. Yes. Sorry, I don't see the presentation of the invoices on the agenda since we're in the finance

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

Section. Sorry about that. Should

Speaker 6 ([00:17:55](#)):

We add that now or do you want to come back to it?

Speaker 1 ([00:17:58](#)):

I think you should add it now. It, it should have been under that section it says

Speaker 6 ([00:18:02](#)):

Presentation of current year finance, current financials and year to date budget, which is what I just did. But normally we would go through this in the, you know, in the finance committee. But since we didn't have that, I was, yeah.

Speaker 1 ([00:18:14](#)):

So maybe we can make a motion to add the, um, presentation of invoices. Okay. By Ms. Jones. Seconded by

Speaker 6 ([00:18:21](#)):

Second

Speaker 1 ([00:18:22](#)):

By Mr. Tucker. Um, all in favor? Aye. Okay. Any opposed? Alright, thank you. It's added.

Speaker 6 ([00:18:30](#)):

Okay, so I'll go through these. That's the second, um, set of documents that I distributed. Um, the first invoice is for fcon for the construction consulting for \$1,000. And these were all emailed except for the very last one, but just for the record, we'll go through them. Perplex Technologies, uh, you may recall last month there was some, uh, billing issues. So he had to resubmit the September invoice, which is what this first one is for \$25. And then his October invoice was for an additional \$75 on that \$75 invoice. He did include, um, some of the postings from August that he had not included in the September invoice. So I have gone through it. There are no duplicates and everything seems in order. So he's owed a total of a hundred dollars. The entity invoice is 2003 34 64. Um, my only comment here is that it has come down a little bit, uh, you know, the last few months it had been running in the \$4,000 range, but I assume because, uh, advan O was, uh, under the construction fee, you know, they didn't use as much Mm-Hmm.

([00:19:43](#)):

<affirmative> electricity. And so it, it's reflecting in refill now, when went down to 2003 34 Sewage and Water Board, the amount due is 2006 88 99. I sent out a very detailed email yesterday just explaining, um, you know, we, we put the 20,000 4 8 2 9 1 down, which is the number two that you see. I, I put these little tick box numbers, but the number two was the payment that left a balance of 61,000 448 72. So what they've done is they're putting that on a 48 month installment plan. So every month we are going to have to pay the current charges, which for this month was where I have the number 5 14 0 8 80. But then they're adding an additional, um, it was 1200, maybe 80, I can't remember. 'cause they don't actually say it on here, but that's why the, the total due is 26 point 88. They're adding this certain amount of roughly \$1,200 is going to be added to every month's bill for the next 48 months until that's that past due amount of roughly 60,000 is paid off.

([00:20:55](#)):

Wow. So that's raising a lot of money taking that 60,000 and putting that on a payment plan. Now, um, as I said in the email, N-O-R-B-P still has every opportunity to continue to, you know, press if, if there's a reason, um, that maybe sewage and water board was somehow negligent on the, the plumbing issue,

you know, the the right to appeal that does not go away because we made that \$20,000 payment. But if, um, if in the end N-O-R-B-P is fully responsible for that, oh God, then that, that's what it's going to be. The water bill will be whatever the current charges are plus that additional \$1,200 for the next four, eight months.

Speaker 1 ([00:21:39](#)):

What are the current charges? I'm sorry if I might ask.

Speaker 6 ([00:21:42](#)):

I'm

Speaker 2 ([00:21:42](#)):

About to ask you, how did they even arrive at the current charges?

Speaker 6 ([00:21:45](#)):

Well, again, um, but they can't read a

Speaker 1 ([00:21:46](#)):

Meter. What did they say they were?

Speaker 6 ([00:21:49](#)):

So the current charges are, um, this middle section that says current activity. Yeah. They're coming up with an amount of 14 0 8 80. If you look at the very top, um, that first bold line, it said in the middle it says reading and then read type estimate. That's still saying

Speaker 1 ([00:22:10](#)):

Estimating.

Speaker 6 ([00:22:11](#)):

It's still an estimate. Again, until we just get to the bottom of this, this is all we gonna to get is an estimate. What, what is the estimate based on, I don't know, but that this is what we're getting.

Speaker 4 ([00:22:25](#)):

Is it? Mm-Hmm. <affirmative> Is it, is it possible to, because <inaudible> has a record of when we first requested them to come out and look at the meter. Mm-Hmm. <affirmative>, is it possible, is it possible for them to like put a hold on charging us until they actually come out from that date on? So let's say it was January 1st of this year. So from January 1st to this year until November 1st, I don't feel like we should be charged whatever their meter is reading, they're whatever they're estimating because they can't prove it. Like if,

Speaker 6 ([00:22:58](#)):

Like, I mean, I, I really can't speak to what they're going to agree to not agree to, but

Speaker 2 ([00:23:04](#)):

I think that's what's going, we gonna have, we gonna have to Do you have the burden to go to them and sit down with them to bring down? Unfortunately, consumer always has the burden. No, it's not that the consumer has the burden of proof. Because I remember when I went to, at, after Katrina and they charged me an \$1,800 bill while I was away for Katrina and I called Marcia St. Martin. How you figure out what this kind of money and, you know, you just have to talk to 'em, make them show that I owe this kind of money and she had to throw that out. So I don't think the burden is on us and we request, request need to fight for,

Speaker 6 ([00:23:47](#)):

We haven't requested, I have requested a hearing, so it's all over the account. I've requested hearings over and over again. The issue is that they can't actually proceed with the hearing is what they told me. Until they get an actual reading, they have to have a meter reading so that

Speaker 1 ([00:24:04](#)):

They can <crosstalk>. Well how do they propose to get that meter reading?

Speaker 6 ([00:24:07](#)):

And that's what they, they're saying when we send someone out, we can't get a reading. I have al I always thought they couldn't get a reading because they just couldn't locate the meter. But now I know the meter is under water. So I mean, not the two until that's resolved, they can't do an actual meter reading and they're telling me they can't have a hearing until they can actually do a meter

Speaker 1 ([00:24:28](#)):

Reading. But that's their,

Speaker 6 ([00:24:29](#)):

Now maybe once they do a meter reading, you know, they'll go back and make adjustments. What I was even asking, I don't know. But,

Speaker 2 ([00:24:36](#)):

But I think, um, you know, Jeff and, uh, Jeff Schwartz volunteered Mm-hmm. <affirmative> to get in, you know, to go with us with that. And um, the chairman is supposed to go and handle that. So until that happens,

Speaker 1 ([00:24:53](#)):

I just wanna mention also that when I went to post the agenda yesterday, um, normally I try to get some of the board members to go just to save y'all that cost. But everyone was, uh, uh, understandably busy. So I went out there and I sat in the car for a little while and I know to observe at al's people working and I noticed they were using water. Um, you know, before they had said they had their water truck, but they weren't using a water truck. I saw a woman washing paint brushes and everything. And so then I walked up, I saw this long hose going all the way from, from around the building. So it must be going from where we had that, remember that that outdoor spigot that was running Mm-Hmm. <affirmative>, you had that repaired, right? Mm-Hmm.

Speaker 2 ([00:25:40](#)):

<affirmative> you mean on the office side?

Speaker 1 ([00:25:42](#)):

Yes.

Speaker 4 ([00:25:43](#)):

They're using one I saw today they're using one at the front of the building that's to the right of Okay. The second door. The door has the um,

Speaker 1 ([00:25:51](#)):

Okay box on it. Oh, okay. They're using, they,

Speaker 4 ([00:25:53](#)):

They have a spigot there,

Speaker 1 ([00:25:54](#)):

There, well, they're using our water. The point is they're using the water for their construction. They don't have a water truck anymore. They're using our in a water piece. Water. I, I, I told Omar and at first he says, no, they're not using water. I said, Omar, look at the holes. I said, and I was sitting in my car and I observed someone come with a paintbrush and wash their P brush. Why did they wash the paintbrush at, into the drain? You have a drain in the front of your building. And so then he said, oh, well we bought a meter so we are metering the water. That's, that's what he told me. So he said they had, they bought a meter, I guess you know those meters, they have meters. I don't know here, but I know in Latin America they have them. You can put it onto the faucet and then you can tell how many gallons you're using. I'm sure we have it here. And

Speaker 5 ([00:26:45](#)):

It volunteer that information to us.

Speaker 1 ([00:26:47](#)):

He, he said that he had a meter on it. I, with my own eyes, did not see it. Yeah, that's what he told me. I wanna make you all aware of that. Um, because that's something, I guess you two, Michelle, that if they have a meter, they need to tell us how many gallons of water they use so we can charge them off of this bill and Absolutely. The second thing Omar told me, and this isn't on water, it's on electricity, but I'm bringing it up now because you're talking about finances and electricity and stuff. He told me that Woodward told him that there have never been lights on in the parking lot if there have never been lights on in the parking lot. I still, I I really don't understand what the, you know, RVP has been paying for at \$1,800 a month. If you have no parking lot lights, I can't imagine that the little lights that they have around the building could cost \$1,800 a month. I don't know.

Speaker 5 ([00:27:44](#)):

We'll touch

Speaker 1 ([00:27:44](#)):

On that a little bit. So, yeah. Okay. <laugh>.

Speaker 6 ([00:27:51](#)):

Right. The, the next uh, invoice is, uh, for our council Maria Ozan, it's, uh, 2000 632 50 for the general representation matters plus 1001 47 50 for the adv lease preparation. So you have two pages of, of, of each for each settlement invoices. And then the final invoice is to Michelle Diaz, CPA, um, for \$1,500 that was approved at the last meeting. So this is the first invoice for myself at the \$1,500 amount. And those are all the invoices that I have, uh, to present to request approval for today.

Speaker 5 ([00:28:49](#)):

We have a motion to approve the invoices.

Speaker 6 ([00:28:54](#)):

Yeah, I'm sorry.

Speaker 7 ([00:28:55](#)):

Before you, when did they start construction?

Speaker 1 ([00:28:58](#)):

Um, March. March. I think it was March.

Speaker 5 ([00:29:06](#)):

What you got coming?

Speaker 7 ([00:29:07](#)):

Well, I, I'm looking at the energy building. I'm seeing where the spiking coming from and it is pretty much spiking around the construction. When we was out there, I didn't see no temporary pool.

Speaker 5 ([00:29:16](#)):

They

Speaker 1 ([00:29:16](#)):

Didn't, no, they're using our electricity.

Speaker 5 ([00:29:19](#)):

They were always using ours. Course

Speaker 1 ([00:29:21](#)):

They have paid what, what Michelle calculated as the past, but they owe us going forward because at that time, when they paid it prior to at, upon signing the lease, I think Michelle only had the bill through like August. So they still owe us for like September and then they're gonna owe October. So you said there was a motion to accept the, um, invoices. Motions Wallace seconded by

Speaker 2 ([00:29:47](#)):

I have a question. Okay. Before, tell me when I can bring

Speaker 1 ([00:29:50](#)):

My question. Of course. Yeah, go right ahead. A question on the, well we can do that before we do the motion.

Speaker 2 ([00:29:57](#)):

Okay. Okay. Yeah. All the invoices Mr. Fecon has,

Speaker 5 ([00:30:02](#)):

Uh,

Speaker 2 ([00:30:05](#)):

He has the site visit to ensure her work was conducted and to ensure the builder remains secure. That was three and a half hours.

Speaker 1 ([00:30:17](#)):

He's here. She should answer Yes.

Speaker 8 ([00:30:19](#)):

Uh, hold on the number real quick. Second.

Speaker 2 ([00:30:29](#)):

And then again another one, three and a half hours.

Speaker 8 ([00:30:40](#)):

So for my contract, all of my said <inaudible> and, but along with that, when I do my reports, my emails, all those things, I try to bunch everything in to where it meets the three and a half. Um, and then like today where we had multiple small snip, I'm not gonna charge three 50 per pop. I'm actually gonna charge the actual thing because the collective is more than three 50. But that is how the contract was originally approved and that's how all of my stip visits go across. But as I've consistently done the amount of work that's in there with emails and everything else equals that three and a half hour timeframe. The majority of the site visits usually run two and a half to three hours and then you can spend another hour of paperwork, emails, updates off of that.

Speaker 2 ([00:31:41](#)):

This one on the record

Speaker 8 ([00:31:44](#)):

I can tell you is September 29th. That, that was the monthly meeting, the earlier meeting of the day, running back and forth to the thing that was the actual timeframe. And for October 12th, the nine at 1230, that was three hours on site. And then the other half hour was the drafting of the report for later in the day.

Speaker 2 ([00:32:14](#)):

Okay. When you said three hours on site, because they weren't working during some of this time. Correct. When did they go back? October.

Speaker 8 ([00:32:24](#)):

I'm talking about October 12th.

Speaker 2 ([00:32:25](#)):

When did they go back?

Speaker 8 ([00:32:28](#)):

The first week of October, September 29th was the, the previous month's board meeting. So that was the property committee. I think it was that I was present for the full board meeting. And in between the two meetings, I think during the finance committee I ran to the, uh, the site to check on everything to report up to date information at the board meeting, uh, October 12th, I was on site from nine till about 12 o'clock and then drafted the report that evening. Uh, which exceeded the other 30 minutes.

Speaker 5 ([00:33:06](#)):

Were they there

Speaker 8 ([00:33:07](#)):

On October 12th? Yes.

Speaker 5 ([00:33:08](#)):

Yeah, they were there. Yes. This is just general reporting. Okay. So somebody had a motion.

Speaker 1 ([00:33:31](#)):

Um, commissioner Wallace had a motion to accept the invoices as presented. I needed a second on that motion. Ms. Jones, commissioner Jones. All in favor?

Speaker 5 ([00:33:44](#)):

I.

Speaker 1 ([00:33:45](#)):

Okay. Any opposed? Okay. You, you wanna oppose? Okay. Opposed by Commissioner Plummer, let me call the role then, or please call the role secretary.

Speaker 5 ([00:34:08](#)):

Can you read back the motion please?

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

The motion is to, uh, accept the invoices as presented. The invoices for payment as presented by Ms. Diaz. That motion was made by Commissioner Wallace, seconded by Commissioner Jones. And now we're gonna do a roll call.

Speaker 3 ([00:34:26](#)):
Commissioner Jefferson?

Speaker 5 ([00:34:28](#)):
Yes.

Speaker 3 ([00:34:30](#)):
Commissioner Jones?

Speaker 5 ([00:34:31](#)):
Yes.

Speaker 3 ([00:34:34](#)):
Commissioner Tubman?

Speaker 5 ([00:34:35](#)):
Yes.

Speaker 3 ([00:34:36](#)):
Commissioner Wallace?

Speaker 5 ([00:34:38](#)):
Yes.

Speaker 3 ([00:34:39](#)):
Commissioner Bennett? Yes. Vice Chair Plum.

Speaker 5 ([00:34:42](#)):
I oppose because I think that Fight Con is just too general and not specific.

Speaker 1 ([00:34:51](#)):
Okay.

Speaker 3 ([00:34:53](#)):
Five. Yes. One

Speaker 5 ([00:34:55](#)):
Opposed?

Speaker 1 ([00:34:56](#)):

Okay. Motion passes. Alright, next on the, uh, you're finished Ms. Diaz. That

Speaker 5 ([00:35:03](#)):

Concludes the financial Okay. Matters.

Speaker 1 ([00:35:06](#)):

Alright. Yeah, no, it's after the presentation of the, um, uh, advo construction report. Okay. Okay. Yeah. So you're on item number seven. Presentation of Avan o Inc. Construction report, um, by Wesley Pfeiffer, Mr. Pfeiffer firm.

Speaker 5 ([00:35:32](#)):

Good afternoon.

Speaker 8 ([00:35:33](#)):

Um, there's helicopters of the report available. <inaudible>, um, the report was as of I think about five o'clock on Monday. So the few things that have transpired this week to provide updates on. Um, we've got the water leak cus area, the parking lot lights, the fire alarm building permits, electric sub meter and the inspection. So on the on page two, the building permits, all the permits have now been issued at this point. The last one for the plumbing, uh, was issued earlier this month to <inaudible> Construction. Um, so everything is now fully compliant, uh, where it should have been prior to the construction beginning months ago. Okay. Um, the building inspection back on October 18th, Zach Smith came out, um, to do the rough end framing. Again, this is the inspection that should have been done prior to the walls being closed in. Um, I was on site with Mr. Smith and the, uh, site supervisor from Woodward did a full walkthrough. Pointed out a lot of things that were of concern to the board about the firewall, coughing the protrusions through the wall into not only the officer's side but Meyer's side. Um, Mr. Smith did a full walkthrough. I believe I've emailed everyone his inspection report. He did take it one step further and requested the fire, uh, caulking and proofing paperwork from Hilti to ensure full fire code compliance with the site.

([00:37:04](#)):

Um, no further, uh, issues on that. This did not include the permit for the accessory structure. That's gonna be their next alcohol storage shut out the front. That's a separate permit that hasn't been moved or any construction continued on that part yet. So when construction continues on that end, there'll be a separate inspection or set of inspections for that structure separate from what's going on inside the building. Uh, the electric submetering, there were some questions that came about earlier this month, um, with, uh, advan of trying to take the meter into their names. Um, I did, uh, confirm with the electrical supervisor during one of the site visits who did walk me through, show me where they were roughing in everything for the electrical submeter. They actually had the meter pan sitting on the side ready to be installed when they got to that point. Um, he informed me that the actual plan that he was aware of was to do the submetering that entire time. So he wasn't sure where, you know, wires come across, so to speak, on the electrical issue. Um, and he and I discussed the different types of sub leaders, um, relative to the wireless technology to go into remotely capture that information back to the board. Uh, at this point there's uh, nothing that no action needs to be taken on this until the electrical roofing is finished, inspected and the meter gets put in.

([00:38:32](#)):

Uh, during the safe visit. The site foreman for Woodward, uh, Tom Schwartz, uh, said he was aware of the water issues. He did put a water, um, pressure valve on the main going to the building. Uh, as in now it's still holding around 20 PSI, it should be around 60. Um, so I would speculate that that may be the quote unquote meter that Omar's referring to because, um, I can glance that, that today as will as witnessed the hose running cons spigot. I didn't see any sub-metering in the water, um, being utilized on site today.

Speaker 1 ([00:39:10](#)):

Um, so you, you're saying what Omar told me was not accurate then?

Speaker 8 ([00:39:15](#)):

As far as what I witnessed today on site, uh, commissioner, well, Jefferson, no.

Speaker 1 ([00:39:21](#)):

Okay.

Speaker 8 ([00:39:22](#)):

Um, asked him to mark the meter location for Mr. Workboard meter when he had a chance. I did not, uh, notice today if there was a flag or anything out there, but I will see if you can, uh, confirm that on a follow up. Um, but there's still that water leak issue that's persisting. Water is holding at 20. It's enough for a hose, but it's not enough with toilets and the pressure up system, let alone the sprinklers. Um, officer area security during the walkthrough today with the commissioners, um, all the lights were still off. The black box was still at all zeros. Um, from the last visit, uh, earlier this month, um, the door to Meyer's end was shut, but it's still not locked. However, uh, did notate that the gates around that area on the Myers side were closed and chained, but those are still accessible by Myers as they executed.

Speaker 1 ([00:40:22](#)):

Exactly. And please for the benefit of the board, because they didn't know this, please tell the board that about what you found with the lights being on again and Meyer's door being open again. 'cause because we obviously have an issue with someone in Meyer's

Speaker 8 ([00:40:37](#)):

Earlier in the, the month of the last site visit, the doors were open. You can see on the next page on page four, photographs of the area, the doors in reference. Um, at any point in time, anyone from Myers or anybody accessing the back for that matter can access the building as there is a gated area around the sub, not sub the subpanels in that area. Um, Myers has them chained off, but again, they can be accessed from Meyer's side as during our walkthrough today.

Speaker 1 ([00:41:08](#)):

And, and let me interrupt you on one please, if you don't mind. I don't like to do, but I've said it before. I'm gonna say it again. There is absolutely no way that Meyer should be the only one with keys to that lock on that gate. The no RVP is landlord needs to have full access to his building, not partial. So whatever lock they put on there, they need to give us a key or we need to cut it the chain off and put our own lock. But they should not be able to have access. Quite frankly, they should not have access to that at all. We should cut off their locks and their chains and it should be our locks on there since they're

not supposed to be coming into that part of the building. Anyway, that's the office space area. Yeah, you know that, that, that, uh, hurricane fence that they have that's in the back kind of where Mr. Larry's office was. Right. I've never understood why it is that they have their lock chain on it with their lock on it. It, it should be cut off and it should be our lock. So they should not be, have the right to have the lock and control it and come in and out of our area, nor should we be prohibited from going in their area because we need to have access.

[\(00:42:20\)](#):

Go ahead.

Speaker 8 [\(00:42:22\)](#):

Um, page four of the parking lot lights, uh, spent some time today with Commissioner Wells and Jefferson, um, on the parking lot lights. Um, commissioner Jefferson speak more to that, but again, that there's still issues where the parking lot lights are not operational. The lights on the building are operational, but that needs to be traced out. Um, the fire alarm, I went through a number of, uh, options on the fire alarm system. Essentially there were questions from Advo and Woodward on whether or not the board would put the bill for updating the alarm and different scenarios. It's a moot point at this time. Um, earlier today, 12, uh, commissioner Jefferson and I met with the representative from the fire alarm company who was able to determine a workaround wherein Banno we'll have their own standalone system that will be monitored off site. It'll meet their needs, um, per the fire code 40.3 0.41.

[\(00:43:31\)](#):

Y'all aren't actually required to have an audible fire alarm at this time until such time that more than a hundred people will regularly be stationed at the building. Um, therefore it's not a direct code concern for the board. Um, so it is a point been resolved at this point. There won't be any incurred costs or further action necessary by the board. And <inaudible> got, I'm just an advisement at Vanos, uh, in doing a ribbon cutting on November 6th at 2:00 PM Um, I did advise Mr. Morales that the event plan needed to be outside of the construction area as without a certificate of occupancy, there's something that can take place in and around the construction site. Um, so he assured me that nothing would be occurring inside. It would be outdoors in a tinted area. Uh, Woodward is intending on ceasing construction activities earlier in the day. Um, so there won't be any, uh, outside personnel entering the construction area even on the, the outside front driveway. That's everything I've got for, uh, this time. Uh, the intention per woodwork is to have construction wrapped up sometime into November, mid-November. Um, probably by Thanksgiving. But again, that's a moving target depending upon where all of their items are, uh, wrapped up. But as inspection release come through, um, and things are updated, I'll pass that permission along to

Speaker 4 [\(00:45:06\)](#):

Edward.

Speaker 1 [\(00:45:09\)](#):

Um, before I know you finished your report, I just wanted to add to it 'cause I don't know if you have it in there, but, um, in case they want to, the board wants to con to talk about this at all. Um, when I saw Omar yesterday, he told me there were seven to eight significant leaks in their portion and that they were, um, there was a lot of okay. And he, he asked me about see about us. Uh, he said they paid \$8,000 to fix the leaks and I guess what the board considered reimbursement, I told him we could bring it up to

the board. However, my off the cuff response would be no, because procedure was that they were supposed to report, if there was anything, they should have reported it to the board, giving the board an opportunity to do the repairs themselves or to decide how to go. And they didn't do that and therefore, you know, they, they kind of skipped a beat on that. Yeah, but you just, is that, that concludes your report for the board, correct? Yes.

Speaker 3 ([00:46:09](#)):

I have a question. I'm not sure if it comes up here. The utility she be reporting on that, that is still in the parking lot, correct?

Speaker 8 ([00:46:18](#)):

Yes.

Speaker 3 ([00:46:19](#)):

It's supposed to be moved, correct. Did we say that happened?

Speaker 4 ([00:46:22](#)):

Yes. It still will be in a parking lot, but it just, they just have, it's gonna be further away from the, um, the building towards closer the room. It just haven't done yet. It's

Speaker 3 ([00:46:29](#)):

Gonna be closer to the front of the

Speaker 4 ([00:46:31](#)):

Road. Yeah. Not, not that far. It's like not that maybe 10 feet from where it is now. Mm-Hmm. Or so like 15, something like that where it's,

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

Any other questions? Concerns? Thank you Mr. Pfeiffer. The next thing is the update on plumbing issues,

Speaker 4 ([00:47:01](#)):

Main maintenance issues, what is it? Maintenance issues. Okay. We skip them. Right, right, right. Alright. So several things. One, I didn't know that, uh, advo moved forward with having the repairs done because that's not there. It wasn't on their, uh, have to do. That's come to us so that mm-Hmm. <affirmative> I can stretch that on right now. But

Speaker 5 ([00:47:25](#)):

That's the

Speaker 8 ([00:47:26](#)):

Roof

Speaker 4 ([00:47:26](#)):

Repair. Yeah, we can, we can discuss that in the property if we want, um, before the ninth board meeting. But um, my understanding they, they pulled back on pressure washing the entire building are requesting us to pressure wash our portion of the front facade for their, uh, event. So that's taken off our list. Um, as far as the fire alarm, yes they do. Um, not need to for us.

Speaker 1 ([00:47:52](#)):

Oh, I'm so sorry. Are you taking this on to a van to his presentation or are you going into item

Speaker 4 ([00:47:59](#)):

This? Item eight.

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

Item eight. Okay. So do we, I guess do we have to have a motion to accept the compression report? I guess not. We don't have the motion to, you don't need a motion to uh, accept the construction report. Alright. I just didn't announce that we were on item eight now. I'm sorry. Sorry. Okay. <laugh>, go ahead. Item eight.

Speaker 4 ([00:48:19](#)):

In regard to the fire alarm, we're not, uh, Evan's not, uh, expecting us to pay a portion of anything. But one of the issues that they we're having is the Annunciator box on the inside of a, um, the office side of the building for us, which is what houses the fire alarm system. Um, they don't have a key to get inside of that and I'm pretty sure none of us have it either. So I requested that the sub uh, he let us know that he can get a, a key from someone on the North Shore who has a key for that particular, uh, brand. So that should come some time next week. And once he gets it, he'll give it to us to have that way we can stored wherever it needs to be stored to. Um, or he does have that, that key. Um, as far as the fencing in the warehouse.

([00:49:07](#)):

So my understanding is the reason that Meyers fenced that side off is so they can also have access to an electrical panel that's there, but that still should not give them the ability to section off the entire side. So, um, I'll bring it up in the property committee, but I want to let it be known now. I'm going to recommend that we fence off our portion of that and only allow 'em access to the panels themselves in case they need to, um, access the electrician needs to access it when we're not around. We can have a gate on our side and we'll put the key on there. Therefore, uh, they have no reason to come within that, uh, that that fenced off area or into our building at all.

Speaker 2 ([00:49:49](#)):

Okay. We talking about that

Speaker 1 ([00:49:51](#)):

Part that's on

Speaker 4 ([00:49:52](#)):

A bridge?

Speaker 2 ([00:49:53](#)):

Yes. That's fenced in. That used to be Mr. Larry's. Okay.

Speaker 4 ([00:49:56](#)):

Yes.

Speaker 7 ([00:49:57](#)):

More than that bridge is there. Is there a way that we could block all of the doors going into the building on our side?

Speaker 4 ([00:50:04](#)):

Yeah, that's what I'm saying. So if we have, the way the piston is now, it's a long, uh, it comes all the way down towards the back of the building. Mm-Hmm. <affirmative>, if we come from the, from off of our door cut, um, turn just before the panel where fence put a passage gate from that, um, from our, our side that we put a lock on, they won't want have access to our building anymore. If they cut the lock, then we know they cut the lock at this point because we are telling we're 'em no we can't get in there. Yeah. They won't have access to the panels, but then there's still a portion beyond the panels. That's still our stuff.

Speaker 1 ([00:50:35](#)):

I'm sorry, I'm a little confused because I think we're talking about the same area though that Myers has put a lock on on their side. I said yeah, I thought, I'm sorry.

Speaker 4 ([00:50:43](#)):

I'm I meant to say Myers. I'm sorry. Yeah, I'm saying abandoned, but I mean my, yeah,

Speaker 9 ([00:50:47](#)):

I, I I know. Okay. That's why I said that.

Speaker 4 ([00:50:50](#)):

But we can fence, we can allow them, uh, access to that panel without them having access to our, um, anything that's in RBB.

Speaker 1 ([00:50:57](#)):

What panel is it that they're accessing?

Speaker 4 ([00:50:59](#)):

It's like three or four panels that are on the, um, on that side door, the wall. That also, um, goes back to the main panel. Um, that's all I have on that. But um, like I said, commissioner Wallace and I also, um, Wes we walked in, we tried to locate, um, the lightings, um, the source of the lighting for the parking lot and also we did the test to uh, make sure at that, um, to make sure that Myers was not on RVPs electrical. So I left. So

Speaker 9 ([00:51:31](#)):

Y'all did that? Yes. Did not, do not,

Speaker 4 ([00:51:36](#)):

Um, want give him update on the electrical portion.

Speaker 9 ([00:51:40](#)):

Can I ask you about the, that area? Yes. I'm probably ask they they should, they should be here or I should ask when they were here. But for the sake of information, why would, why would they want to have prevent anybody from coming in or have the the I control

Speaker 4 ([00:51:58](#)):

I have no clue to explain.

Speaker 9 ([00:51:59](#)):

I have an assumption, but I'm just, I mean that's not my position.

Speaker 4 ([00:52:03](#)):

I mean, so the fence itself blocks off. It comes from the Edo doors leading from the, um, the office to the warehouse. Mm-Hmm. <affirmative>. It starts from there and it goes all the way to the back of, uh, a portion that's still in RVPs. Mm-Hmm. <affirmative>. So, I mean that's our area. That's fence off. Mm-Hmm. <affirmative> they did fence that off, but they put a passage gate. A passage gate is there. Yep. With their lock on it. And that just lets them come in. I, if you want to go into the electrical battery you can, but also

Speaker 9 ([00:52:32](#)):

Lets them come in. But I think maybe their angle I really don't want to speculate is to prevent people from coming into their area. 'cause

Speaker 1 ([00:52:41](#)):

We I'm sure that,

Speaker 9 ([00:52:43](#)):

Go

Speaker 1 ([00:52:44](#)):

Ahead. I'm sure that is and I think Mr. Myers has said that before. Okay. The problem is that they now are acting like they're the landlords. 'cause now they, they can't

Speaker 9 ([00:52:52](#)):

Have that argument anymore either because we're active. Correct. We, we are securing a building. So we should then, right as landlords have access to the full

Speaker 1 ([00:53:01](#)):

Building at we you should and also you're having problems now because it is more than abundantly clear that someone from Myers Group is unlocking that gate and walking into your building and for some reason turning on all the lights and having access to your building. But then also, I don't know why

Speaker 4 ([00:53:19](#)):

Also that set of doors also has a padlock on the outside of it. From my side, we two sets, we have two sets of doors that lead

Speaker 1 ([00:53:26](#)):

From, oh, that shouldn't happen

Speaker 4 ([00:53:28](#)):

To, uh, to the office building.

Speaker 9 ([00:53:30](#)):

If it happen, it shouldn't happen. Either more should

Speaker 4 ([00:53:33](#)):

Move back. There's a padlock on um, like I said, there's a padlock on Myer's side so you can't,

Speaker 1 ([00:53:37](#)):

But that's not Meyer's side. They don't rent. So they have a padlock warehouse. I'm, yeah. So they have a padlock on in the NPS building where they don't even rent. So if they're gonna padlock that they need to pay more rent if they're gonna rent that spot,

Speaker 9 ([00:53:51](#)):

Any commissioners should be able to go in there and take a fill <inaudible> and take it off.

Speaker 1 ([00:53:56](#)):

Right? Yes. Absolutely. It should be taken off like today.

Speaker 4 ([00:54:01](#)):

To be honest, that's not even necess. Well I mean it's necessary to do that portion of it, but in order to keep them out, we don't need a pad lock. We just need to lock them other side. Yeah, we can um, and I'll make these recommendations in the, uh, the property committee, but we can remove the hard the door hardware from the my side. So whether they can't get into the other side no matter what they do. Yeah. It's just all hardware on the, uh, on the office side. Okay. You know, so, um, but that's all I have on that. You can,

Speaker 7 ([00:54:29](#)):

As far as electrical with the parking lot lights, we still gotta do some real research to try to find out where those lights are actually being fed from. It is still unknown right now. Plan on going out there the morning to see if we could do some more research to try to find

Speaker 2 ([00:54:42](#)):

Commissioner. If I could say, um, I remember we had discussions 'cause we did have lights on in the parking lot.

Speaker 7 ([00:54:49](#)):

The parking lot

Speaker 2 ([00:54:50](#)):

And it might have been one or two or whatever. We complained that there's no way those 1, 2, 3, 4 lights, it's costing this amount of electricity. This is when Banno was lying and saying that they're not using, using out electricity.

Speaker 1 ([00:55:05](#)):

I thought for sure.

Speaker 2 ([00:55:07](#)):

Is it possible? I'm sorry sir. I'm sorry. I believe that the reason they, the lights are out not in the parking lot. It's something they must have done in their construction.

Speaker 7 ([00:55:21](#)):

It could be a good possibility. <laugh>,

Speaker 2 ([00:55:23](#)):

Is it possible that the light bulbs bulbs are out? Because I do

Speaker 7 ([00:55:27](#)):

Know, remember it years

Speaker 2 ([00:55:29](#)):

Ago, the light bulbs had to be changed. It

Speaker 7 ([00:55:32](#)):

Could be the light bulbs, it could be the photo cell. If it's controlled by a photo cell, it could be a time clock. We just gotta find the actual panel where it's coming from the deal. We can actually start figuring out what's the problem

Speaker 4 ([00:55:43](#)):

Today while we're out there. Commissioner Wallace uh, tested the

Speaker 7 ([00:55:48](#)):

Wires,

Speaker 4 ([00:55:48](#)):

The wires outside and there was no nothing, nothing coming from from it. So

Speaker 7 ([00:55:53](#)):

It could be because it's the daytime too and the time clock could be off or <inaudible> not picking up lights. So it's not gonna come off. We don't know yet.

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

So you gotta go there at nighttime?

Speaker 7 ([00:56:05](#)):

No, we gotta locate the panel that is in.

Speaker 4 ([00:56:09](#)):

We gotta go tomorrow

Speaker 2 ([00:56:10](#)):

One. I'm tell you, when I road through that, I'm, I'm looking for snakes crossing in front of me, even in the drive in and I'm inside my car.

Speaker 4 ([00:56:18](#)):

We're gonna go out there tomorrow morning, like around nine and uh, try and see if we can figure out

Speaker 9 ([00:56:22](#)):

My is

Speaker 7 ([00:56:24](#)):

I'm sorry, Shelly. No, I'm good. I'm good.

Speaker 9 ([00:56:26](#)):

Well, you doing work? You're working.

Speaker 7 ([00:56:31](#)):

Not necessarily working. I'm more or less just looking around and trying to see if everything is right. I'm, I, I won't necessarily consider that work. Once we find out what the problem is, then we can bring it to the board and yeah, the board can fix it. Right. Okay. It's almost like going and making sure the roof is leaking or not leaking.

Speaker 9 ([00:56:48](#)):

It's your label. Man.

Speaker 7 ([00:56:50](#)):

<laugh>,

Speaker 1 ([00:56:51](#)):

I have a question. Um, you know the problem with deciding if Meyers, all lights are on the circuit. Okay? They may all be on Meyer circuit. Now that doesn't answer if they were on the circuit previously. Here is the problem. They all of that space in the back, if you remember Meyers was renting the part where they currently have stuff. Well, it's not the back. I guess it is really the front of the building. And now adv, VNO has part of it. When we first went in there, there was two big panels in the part where a Vno demolished and their guy Greg said, oh no, those aren't ours. Those aren't our lights. Mm-Hmm, no, no, no, no they're not. So I said, well if I pull this big lever, what'll happen? He goes, oh, nothing pull you with me. So pulled the lever and all their lights went off and he said, oh, I said, I thought you said it wasn't yours and nothing would happen.

([00:57:55](#)):

I thought that's what you said. I I Okay. Do you remember that? I have witnesses, don't I? You were with me right Commissioner? I was just afraid for him to pull it. Thank you. You were there. Yeah, I was there. Okay. So clearly their lights were all on that circuit. Then Vanel came in and they dismantled that and they did something else and rewired it. This what you see now does not mean that at that time and for I don't know how long, Meyers was not on our on NR between Circuit. Mm-Hmm <affirmative> the follow me. They were on, they were on it. They're on our sir because now I have their lawyer calling me from, I don't know where Monroe telling me they never used their, your lights and it's been proven. No, it has not been proven. And it does not mean they weren't getting free lights. And I don't know, I have an electrician here and maybe you can help me with that advice. I'll go

Speaker 7 ([00:58:56](#)):

Back to electric. I can see when this bike started coming. <laugh>. Okay. <laugh>. Right. So those two panels I saw 'em.

Speaker 1 ([00:59:06](#)):

Yeah, you saw em. And the

Speaker 7 ([00:59:07](#)):

Wall

Speaker 10 ([00:59:07](#)):

Was demolished by Van. So did they set up some more panels somewhere

Speaker 7 ([00:59:11](#)):

Else? Banno

Speaker 1 ([00:59:13](#)):

At Myers. They had to have, I think Banno did it for them. We should have to ask Banno. 'cause that's when Omar told me that those lights for Myers, he told me those lights for Myers that we took down were on N-O-R-B-P Circuit. That's what he told me.

Speaker 2 ([00:59:33](#)):

Wow.

Speaker 1 ([00:59:34](#)):

That's what he told me. They demolished it. I wish they would've told us something at the time when they were demoing it so you could have gone in. But instead they just did the work and then later on we found out. So we'll have to get some more testimony from Omar's people or maybe from his, you know what I think would help is to talk to his electrician or have his electrician maybe have a phone call with you. Commissioner Wallace. Mm-Hmm. <affirmative>. And so you guys can talk technical to technical and then you can know what was done. That would be the best thing. I think. So maybe, um, Mr. Pfeiffer, do you know who their electrician is? Maybe you can help facilitate getting some contact info? Uh,

Speaker 4 ([01:00:13](#)):

Yes. He was up there today. It's um, wave

Speaker 1 ([01:00:15](#)):

Electrical. Okay. Could you get some contact info that we can pass to the board and to Commissioner Wallace? Yes, no problem. Thank you. Okay, so I just wanna make that point about the electrician. Okay.

Speaker 4 ([01:00:30](#)):

That's all we got. Anything

Speaker 1 ([01:00:31](#)):

Else?

Speaker 6 ([01:00:32](#)):

I'm sorry, I just, I just have what I feel is important question. So the, the pond issue

Speaker 1 ([01:00:36](#)):

In the front? Yeah.

Speaker 6 ([01:00:38](#)):

Has anything happened with that in the last month? I didn't hear anything about that. Or is

Speaker 2 ([01:00:44](#)):

It still Sheriff

Speaker 4 ([01:00:45](#)):

Hughes had, sheriff Hughes had sent the email out to, I don't know, I guess I thought it may have been the more the tire board, but he said the email out, um, stating that the, um, the plumber that was here,

Speaker 6 ([01:00:55](#)):

I know that, that he would, after that nobody else,

Speaker 4 ([01:00:58](#)):

He said that he was gonna, um, contact someone, um, else to possibly get other proposals. So I'm not sure

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

Where we are, I think the, maybe this is something certainly that the property committee should start working on right away because you're gonna need, this is something that needs to get done and my advice to you all would be to get together a property committee meeting perhaps as soon as you can next week maybe. So you guys can start, uh, obviously the plumbing sounds like it's a problem. I just heard your, um, Mr. Pfeiffer say that the PSI or whatever is like 20 and it needs to be 60 something. So I know at the last meeting you guys even spoke about getting porta-potties for your, for from

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

That was if the plumber was allowed to do at work, that was required. But my question is, at that level, if Avan sitting or use water and Myra sitting just have one or two people who need to flush the toilet, is that a dangerously low? Because there's nobody in the building, you know what I'm saying? Maybe we had a hundred people in the building plus Myers and adv. That pressure is definitely not adequate. But there's nobody in the building. So until that gets, you don't use one fixture. Right. Until that gets done is a big, is there a big emergency regarding that?

Speaker 1 ([01:02:43](#)):

Well, it wasn't me but someone. Oh, Mr. Wallace, you said that Meyer said that they're now having to use walls to flush the toilets. Well, yeah, they can't flush their toilets. Okay. And that was when you all discussed getting Porter pot potties from Meyers, even though Meyers has not approached you all, which is strange.

Speaker 2 ([01:03:04](#)):

No, we discussed getting porta potties because that was suggested by the plumber.

Speaker 1 ([01:03:10](#)):

Oh, okay. I thought you guys, when the waters were get shut completely off to fix. Oh, okay. So I don't know if y'all felt y'all need to do that, but anyway, just

Speaker 8 ([01:03:19](#)):

Yeah. Do you know if Banno, um, might have installed the toilets inside of Suite? It's roughed in on the plans there. Our two bathrooms, um, the sewer was getting tied in the last time I was in there. They haven't actually run the water. So going forward, yes.

Speaker 2 ([01:03:39](#)):

So actually just like I said, what last month we keep kicking this can down the road. We had somebody here who was willing to do what we needed to do to get some answers so we can move forward. Now, here we are again. Be back at the same thing. And I know the chair is going to, um, when Mr. Jennings contacted me and I referred him to the chair, uh, that's when the chair said he would handle this. So maybe as soon as he get back in on Monday, uh, you property chair, maybe y'all can get started back on that. Yep.

Speaker 1 ([01:04:31](#)):

Did you have anything else under your report? That's all Mr. Okay. That's it. Alright, so you guys are now on your, uh, next item, which is update on landscaping and Green space maintenance and Garden Doctors Inc. I put it as presented by vice chair, um, plumber. 'cause I didn't know who else would be the best person to give you an update.

Speaker 2 ([01:04:52](#)):

Um, yeah, I saw that, but I thought at the property committee we were going to discuss, I was gonna ask guard doctors how to, uh, give us a retta cost to um, do what they're doing, but not in the areas that they've done. But they've been going there since. And, um, I have their invoice, I gotta send it to send it around. But there's nothing we can do with it now because we still need a correction. Um,

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

For the pro rata share that we, we, we are gonna be asking them because they can't go into the water and cut the grass in the water. It's too dangerous. There's snakes, there's an alligator and they can't, it's, it's waste deep still. Uh, so I can get them. So once we have a property committed meeting, we can find out what, uh, how to amend their, um, contract until we get that done. They've been cutting the grass. They've been cutting the grass. They've been doing what they're supposed to be doing. Had it been, had it not been for the water, but they just have not touched the area where the water is. And it's two areas on both sides.

Speaker 1 ([01:06:19](#)):

Well, they don't have the contract yet to do the daily maintenance. That was still

Speaker 2 ([01:06:25](#)):

No.

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

Yes, they do. No, I have to, we have to draft a contract. It has to but not appropriation clause in it. And you guys didn't give a contract 'cause you were supposed to pick a menu. No,

Speaker 2 ([01:06:35](#)):

We, we've done that.

Speaker 1 ([01:06:37](#)):

Well, I, I never did that. I'm not aware of the menu of services. And I, I remember the la if you remember the last minute you have your contract has to have a non appropriation clause in it. And I haven't, no one gave me a contract to review.

Speaker 2 ([01:06:51](#)):

They submitted their contract, they submitted their proposal, they submitted everything. So if there was anything that needed

Speaker 1 ([01:06:56](#)):

To be done, I saw a proposal, but I didn't see a contract. So I didn't know that a contract was signed or agreed on yet. But if someone has it, send it to me so I can review it. 'cause it has under the law it has to have a non appropriation clause in it.

Speaker 2 ([01:07:16](#)):

What does that mean exactly?

Speaker 1 ([01:07:18](#)):

Not non appropriation clause is means that a governmental entity puts in this language that says that, uh, even though the agree or a contract, if the board or whomever chooses the board, the governing entity chooses not to appropriate money for that entity or for that cause on a certain period of time, then they would not be liable. Right. Gotcha. And the state law specifically says for landscaping contracts you have to have a non appropriation clause in your contract. But I haven't seen the contract, so I didn't know, I didn't know you guys. I thought you guys were still deciding on what you were gonna choose.

Speaker 9 ([01:07:56](#)):

Chair one.

Speaker 2 ([01:07:59](#)):

Yeah, I'm sorry. I'm sorry. That's fine. I'm trying to get the list together to send.

Speaker 9 ([01:08:05](#)):

So there's no contract. Courtney,

Speaker 1 ([01:08:09](#)):

I haven't seen a signed contract and I didn't see one for me to review. I saw a proposal.

Speaker 9 ([01:08:15](#)):

There's no detailed scope of work.

Speaker 1 ([01:08:17](#)):

Not that I've seen.

Speaker 9 ([01:08:19](#)):

They're <crosstalk>. So if

Speaker 1 ([01:08:20](#)):

I asked Not that, not that you chose, I, there absolutely was a detailed

Speaker 9 ([01:08:23](#)):

Scope of work. Okay. If I asked that they submitted, if I asked, um, why having the clippings being picked up, it looks like a, a hell. The hay, a hay on hay on the grave. They did. They had a 40 yard container. To their credit, that's a lot that they did initially. But after that that I just see it doesn't look, I can tell they

cut it 'cause it's about four inches or so. So they've been out there. Again. Also, the stumps is not grind to the soil. So if the grass grew, I don't know, foot or something like that, again, if you drove through there, caught or something, you, you won't, you probably be in. So the stumps are, it should be grinding into this soil. You agree? Mm-Hmm. <affirmative> and the clipping. So there's no, there's nothing to hold them accountable to. 'cause there's no contract according, according to attorney. I know the chairs is saying there's something, if there is something I would like to see it.

Speaker 4 ([01:09:38](#)):

Um, I don't know for sure, but I feel like the grind of the stumps was also a part of that initial, uh, fee. Mm-Hmm. <affirmative>, um, the 34,000 whatever. I believe that was a part of it. I don't know why. I don't know. It was, it was, I don't know why it wasn't done it yet, or I mean, but also

Speaker 9 ([01:09:57](#)):

They probably gonna get to it. I just, if they were there to say so. Yeah. And I know we're gonna have a ribbon cutting too. There's limbs that, I don't know if that's in your contract either. Right. That I know. If that's, uh, unorthodox, an old branch fell and it's ing in the first driveway, there're gonna be a river. So I don't

Speaker 1 ([01:10:17](#)):

Know if, just so you all know that up. The only thing just, I'm sorry. All I have is from August and I see that there was an agreement for the \$34,395. Um, and it said that it was work was supposed to begin on August 21st when an expect expected completion date of five days and for \$34,395. Now I don't have the signed one. I have, they sent this to, to Jason says tree removal. Um, and it had one, it had several tree removals. It it says tree removal. Yeah. And stump grinding, tree stump removal and grinding nine of them. So yeah, it was supposed to be done. Um, it says ladder lift, it says debris removal \$4,800 for debris removal labor 14,600 and site inspection \$450. So I do have that. I'm assuming you all that, that Jason must have signed it. 'cause I know they were already paid. 34,390. Huh?

Speaker 2 ([01:11:41](#)):

Mean there someone knowing that everything is actually done.

Speaker 11 ([01:11:48](#)):

I'm sorry Jason's not there,

Speaker 1 ([01:11:51](#)):

But they were paid that one. So that's what I have. And that's from August. And I can just, I'll email that too. So you're saying, uh,

Speaker 2 ([01:12:04](#)):

The service, the scope, the full scope was not rendered

Speaker 1 ([01:12:08](#)):

Well, not that what No, not for the, for the 34,000 nine hundred three hundred and ninety five. I just sent it to everyone that was sent to, um, to, to Jason. And that for that amount for \$34,395. That was the big job. They were supposed to complete that within five days. We know that they couldn't

complete everything because of the water. Right. And I think that's what you said, how much money they wanted to reduce the bill for that. But they were paid the total already. And that was for nine stump removal stump. It does say tree stu. I was checking to see. 'cause sometimes they don't say stump removal. Sometimes they say tree removal, that doesn't mean stump removal. But this did say tree stump removal and grinding nine of them. It also said debris removal and dumpster fees. \$4,800. And it had several other things. And I just sent it to you all. So you all have it in case anyone didn't have it.

Speaker 2 ([01:13:10](#)):

Everyone should have it. 'cause everyone had a copy of the proposal for the, the, the, what do we call it? We call the something to get it to maintenance. Mm-Hmm.

Speaker 1 ([01:13:22](#)):

<affirmative>. Yeah. And first,

Speaker 2 ([01:13:24](#)):

Then the second thing for a monthly fee is what they had on there. And with the monthly fee we were asked to Got it. 'cause some people was talking about what needs, um, well we need this. You might need that. You might just say well get the menu together. Right. And that's what we did. But Commissioner Jefferson, I think it was at the last meeting, he said he as the property chair doesn't have a problem with what's listed. And he thought it was a fair price for the maintenance and everything on the menu for the maintenance. Mm-Hmm. <affirmative>. And that was passed.

Speaker 1 ([01:14:03](#)):

Yeah. See and that was just, I, uh, but I don't see, I didn't get a contract for that. That's what I'm talking about. Contract. I'm talking about 34,000. You got

Speaker 2 ([01:14:09](#)):

Two.

Speaker 1 ([01:14:10](#)):

I don't have that contract.

Speaker 2 ([01:14:11](#)):

34,000. You've got the maintenance.

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

3,400. Because that I have to draft a contract on. But I thought you all were still gonna pick from a menu of services.

Speaker 2 ([01:14:22](#)):

I just said last meeting, commissioner Jefferson stated when it comes to that, he doesn't have a problem. He thinks that what they're asking for us, from us, for all the stuff that they have listed is a fair price in that past. We need to have

Speaker 1 ([01:14:42](#)):

Minutes. Yeah, I have the verbatim minutes. I can send you all I have. They're very long <crosstalk>

Speaker 2 ([01:14:49](#)):

Minutes before we have the

Speaker 1 ([01:14:50](#)):

Meeting. Right. But yes, the stump removal was under the original contract. Stump removal was not, is what you're talking about.

Speaker 9 ([01:15:10](#)):

Well, that service has been closed now. So that's, that's off the table.

Speaker 1 ([01:15:13](#)):

Well, no, because you pay for it. Come back, you're gonna have to,

Speaker 9 ([01:15:16](#)):

We paid them.

Speaker 1 ([01:15:18](#)):

But you, you can't pay for something to not as a government unit, you can't pay for something to not get the service. 'cause now you have a constitutional violation. That's an Article seven, section 14 violation. You can't pay in advance or of getting a service.

Speaker 2 ([01:15:32](#)):

What service did we not get? You're

Speaker 1 ([01:15:33](#)):

Saying that some, he's saying the stump removals are still, the stumps are still there. They're supposed to be removed under the original contract. They weren't. He said the debris was there. It wasn't removed. That's what I just heard him say. The debris

Speaker 2 ([01:15:43](#)):

Is list of stuff that you're saying that was not done. That people, those people, you guys were there. And I asked them to stop because they were in waste deep water using that, that weeder. And there was an alligator out there and it had snakes.

Speaker 9 ([01:16:03](#)):

So that's why he stopped.

Speaker 1 ([01:16:05](#)):

But you told, you had just said about stump removal. So I didn't know the stumps were in there. I that that's what I was just the

Speaker 2 ([01:16:10](#)):

Stumps The stumps were cut down. If you took the ride with, with, with, um, commissioner Tatum and I, you would've seen the difference between the stumps that needed to be taken down and the stumps that they did. So I'm suggesting to you all take a ride over there. Go out there, make your list of stuff you have an issue with. And we can bring that to garden docks. They did not do the work and not get paid. Meaning, I mean, they did do the work and got paid for the work that they did. I wasn't going to have in my heart them out there, uh, with the weed eater in the water and stuff they had done. And I sent you all video every day. Mm-Hmm. <affirmative> of what they did. So there's no way somebody can say that we paid them and they didn't do any work.

Speaker 9 ([01:17:11](#)):

All all I'm saying is that the stumps are still there and some of that, if

Speaker 1 ([01:17:14](#)):

They came <crosstalk>, where are the s stumps that you're talking about? The, the cheese that they removed. Where are the

Speaker 9 ([01:17:19](#)):

Stumps? East side. The east side of

Speaker 1 ([01:17:20](#)):

What? So in the water?

Speaker 9 ([01:17:22](#)):

No. No.

Speaker 1 ([01:17:23](#)):

They're not in the water. No,

Speaker 9 ([01:17:24](#)):

It's in Maya's heading into Maya's driveway. The gravel road. Head into the driveway. That green space.

Speaker 1 ([01:17:30](#)):

All right. And you're saying you brought there, you'll see it. Those were trees that they removed that they did not remove the stumps. You cut

Speaker 9 ([01:17:35](#)):

The trees. The stumps are still there. You saw date, saw date

Speaker 7 ([01:17:40](#)):

About maybe about four

Speaker 9 ([01:17:41](#)):

Five. I don't know if the grass, the hay, whatever it is or clippings are from the second cut. But there's a lot of

Speaker 2 ([01:17:49](#)):

A, they've cut twice since they did the

Speaker 9 ([01:17:51](#)):

Yeah,

Speaker 2 ([01:17:52](#)):

The big cut down.

Speaker 9 ([01:17:53](#)):

They be coming back. I don't know.

Speaker 1 ([01:17:55](#)):

Well, to answer your question,

Speaker 2 ([01:17:57](#)):

I have, I have an issue with them not picking up the clipments.

Speaker 1 ([01:18:01](#)):

Yeah. And to answer your question, the stump removal, I thought initially, 'cause I know a lot of you like landscapers, they don't put stump removal unless you ask for it. It was under the \$34,000 portion. If you're saying it wasn't stumps in the water, then it wasn't done.

Speaker 9 ([01:18:18](#)):

I'm just saying they were paid. If I'm, I'm a contractor, you paid me job done. You want me to come back? I'll give you, I'll give you another quote. You gotta mobilize first. I mo I demo. Well, I did the work. I demo 'em out. It costs to come back out there.

Speaker 1 ([01:18:35](#)):

Well,

Speaker 9 ([01:18:35](#)):

And if we paid them

Speaker 1 ([01:18:37](#)):

From a legal standpoint, I'm just saying then if you guys already paid for them, then they have to come. They shouldn't have gotten paid yet for that if they hadn't done it. But they, they shouldn't have gotten

Speaker 2 ([01:18:46](#)):

Paid because

Speaker 1 ([01:18:47](#)):

They did the <crosstalk>. No, well he's telling me that they didn't do that. So if they didn't do, if the stumps were not in the water, they were on the dry land. They were in the contract to be removed, they weren't removed then it's real cut and dry. They should not have gotten paid for that. But if they did, then they, y'all need to get them back out there to get it out right away to, to finish that part of the contract. That's all I'm saying. Similar

Speaker 2 ([01:19:08](#)):

List.

Speaker 9 ([01:19:10](#)):

The list. It's just the stumps and

Speaker 2 ([01:19:12](#)):

The grass. Oh, you have just the stumps

Speaker 1 ([01:19:14](#)):

And where and what else and

Speaker 2 ([01:19:16](#)):

Where

Speaker 9 ([01:19:16](#)):

And the clipments. That's it. Okay,

Speaker 2 ([01:19:18](#)):

But where are the

Speaker 9 ([01:19:19](#)):

Stumps? It's on the east side of your building. They got about between the gravel driveway, the building, that green space. Okay. That's the only trees they cut down anyway. Right.

Speaker 2 ([01:19:27](#)):

Oh, they cut

Speaker 1 ([01:19:27](#)):

Trees on it said nine. I don't

Speaker 4 ([01:19:29](#)):

Know what trees they cut. Like I saw the stumps, but yeah, I don't

Speaker 2 ([01:19:31](#)):

Know. They cut trees on the website.

Speaker 1 ([01:19:33](#)):

It said nine on your, on your report.

Speaker 4 ([01:19:36](#)):

I don't think they gave us a, um, a diagram of which trees needed to be cut. So I

Speaker 2 ([01:19:40](#)):

Rolled with them and told and, and were told which trees that they were going cut. Yeah. And with trees that needed to come down.

Speaker 9 ([01:19:48](#)):

Yeah. You see some of 'em was dead. We

Speaker 2 ([01:19:50](#)):

Rolled with them. Yeah.

Speaker 7 ([01:19:52](#)):

If they did grind the snow down, you still should see the, the, the results from the grinding. The grinding the stumps down. The stumps

Speaker 4 ([01:19:58](#)):

Aren't grounded. But there are stumps there. I'm saying, I don't know.

Speaker 9 ([01:20:01](#)):

I'm saying it was stumps. Huh? There were trees. Absolutely.

Speaker 4 ([01:20:04](#)):

Okay. That's what I'm saying. I didn't know. I didn't know which trees they actually cut

Speaker 9 ([01:20:06](#)):

Down. So I don't know. I didn't know. That's why I say they did work. Yeah. They cut the trees down. It's, it's gone. I thought maybe it could come back with something and grind it or it wasn't in the contract

Speaker 1 ([01:20:16](#)):

Or it's in the contract.

([01:20:24](#)):

And what I need from you all then is the maintenance contract. If they wanna send a draft. 'cause that I do not have. 'cause I'll have to then add a at lease, even if they send a draft of a contract with it, change it and add a non appropriation clause. But I, I don't have that. I never got that. That's why I was looking at my email to see if I got it and just didn't see it or if it went in the spam. But I don't have it. The last thing I had was from a Patricia Moya on August 22nd. And that was, uh, I was copied on that. And that was on the, the big, the estimate for the one or the contract for the one for the 34,395. But I don't have

one for the maintenance. I don't have that contract. And before that signed, I have to see it and add that. No, that was a, there was a proposal, but I don't have a contract.

Speaker 9 ([01:21:23](#)):

Do you need authorization at draft point?

Speaker 1 ([01:21:26](#)):

It's, I mean, if you guys have, have, have approved a contract, then there's already authorization. I just need, if they have something that they like that has the terms in it, then I need to get it so I can actually put it into the right form for the

Speaker 9 ([01:21:39](#)):

Annual,

Speaker 1 ([01:21:40](#)):

For that annual for that 3000. I know you had

Speaker 9 ([01:21:43](#)):

Something with a schedule on there too. Mm-Hmm. <affirmative> in their proposal. I haven't seen

Speaker 1 ([01:21:47](#)):

A Yeah. A contract. That's a proposal. I need a contract. Okay. I need to, and I need to do the, if they already have a draft of a contract that they like, I don't mind taking it and working from that. Okay. Rather than doing one from scratch. I have the one that we had before that I had drafted for RCI, but if they have something that they use, I'm happy to work from that

Speaker 2 ([01:22:10](#)):

Guard. Doctors came before RCI and both of their, both of

Speaker 1 ([01:22:15](#)):

Their, no, I'm talking about

Speaker 2 ([01:22:16](#)):

Contracts were before RCI think.

Speaker 9 ([01:22:20](#)):

I think it be R

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

There you go. That's it. R Richard Pacnet packnet. Um, the previous, the people who had it. That's what I'm talking about.

Speaker 2 ([01:22:28](#)):

No, you said you just got one

Speaker 1 ([01:22:30](#)):

From RC. No, I didn't mean them. I I was called the wrong number. I meant whatever PAC

Speaker 2 ([01:22:35](#)):

Pacnet didn't R do one. I know R rci I

Speaker 1 ([01:22:37](#)):

Submitted. No, they didn't submit a contract. They submitted a proposal two weeks later. A proposal. I'm not talking about that though. I meant, I said the only contract I have, and that's the format I have is from whatever. What do you, what was their name? RP Landscaping. There you go. RP Landscaping rrp. And so I need a, we need a contract for the maintenance. So if they have something that they like, they need, they can send it to me and I'll work from that rather than for the contract. We with RP maintenance.

Speaker 9 ([01:23:06](#)):

What about the work they've done? Do they need a PO or how does that, what

Speaker 1 ([01:23:10](#)):

Does that call? No. Well, I don't know what work, the only work I know they've done is the 34,395.

Speaker 9 ([01:23:15](#)):

The chairwoman said they've done another

Speaker 1 ([01:23:17](#)):

Additional. I I didn't know that.

Speaker 9 ([01:23:19](#)):

Cut. So right now we can't issue They

Speaker 2 ([01:23:21](#)):

Did two cuts. Two

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

Cuts. Yeah. No, you should not issue a check yet on any of that.

Speaker 2 ([01:23:26](#)):

Two cuts. And the reason why they did two cuts is because we, this board did not get in touch with them to say through the property committee and home ever.

Speaker 9 ([01:23:40](#)):

Right.

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Speaker 2 ([01:23:41](#)):

Right. We need you all to do less because we don't want y'all to charge us for

Speaker 1 ([01:23:46](#)):

The <crosstalk>. But they didn't have a contract. We not do

Speaker 9 ([01:23:48](#)):

Less. This is just the maintenance cut. Right.

Speaker 2 ([01:23:50](#)):

But the maintenance, that's why we need the minutes. We need the minutes.

Speaker 1 ([01:23:55](#)):

Okay. Did, when did you guys sign a contract to do the maintenance? And I never saw it. It

Speaker 2 ([01:24:01](#)):

Was all together. They were both together.

Speaker 1 ([01:24:05](#)):

So, and the chairman Jason signed it with

Speaker 2 ([01:24:08](#)):

Both. And then the, the, the subject came up about, well maybe we need to ask him to do this. Are they gonna do this? Are they gonna do that? And we were supposed to get together as a property committee,

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

But they didn't have the property

Speaker 2 ([01:24:25](#)):

Committee. There's a property committee to say, okay, we want this. Can you do that? Can you do that? That never happened. But at last meeting, property committee meeting, the chair of the property committee said he looked over all the stuff and he didn't see a problem with what they were offering for us in that past.

Speaker 9 ([01:24:52](#)):

You have a request, may request a draft from them.

Speaker 2 ([01:24:57](#)):

A draft of what?

Speaker 9 ([01:24:58](#)):

Of, so we can sign something. There's nothing to sign. Right?

Speaker 2 ([01:25:02](#)):

I don't know. You have to ask the chair. If he did,

Speaker 7 ([01:25:05](#)):

Could, could we table, could we table this? Tell, tell the chair, get here so we can actually sign off Whats going

Speaker 2 ([01:25:11](#)):

On?

Speaker 9 ([01:25:11](#)):

Invoice they getting, they need to get paid. They black contract

Speaker 2 ([01:25:15](#)):

Not, I don't care if they black or white. I just don't like this back and forth. And I'm just gonna say it's foolishness and it's back and forth and we getting nowhere. We need minutes in front of us because I know I'm not talking out of my head when I say what the property chair said. And we passed that. We voted and passed the fact that he didn't have an issue what was asked for the, for the maintenance.

Speaker 7 ([01:25:42](#)):

I I, I like to make a motion to table this till we get a contract from the property committee or let the chair come in and say he signed off on the contract. Because right now all we going is fussing back and forth. Then we not gonna get nowhere. Just saying what, what, what could have happened should happened until we get a contract from property committee low 90. Definitely. 'cause they said they got a contract until we get a contract from the property committee who's supposed to have a contract or when the chair committee say, yeah, I signed off on a contract. Everybody

Speaker 2 ([01:26:13](#)):

Got a copy of what they submitted for maintenance and also for the special cut.

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

Well, okay. I think what the problem is, he may have signed off on a proposal, but what we are finding out is they don't actually have a contract

Speaker 2 ([01:26:26](#)):

Because

Speaker 3 ([01:26:27](#)):

A contract has to be written

Speaker 2 ([01:26:29](#)):

By the, okay. But it's mighty funny. We get this far that we wrote a \$34,000 check. Mm-Hmm. <affirmative> to somebody. And nothing was brought up that what they submitted to us and us paying them was improper.

Speaker 3 ([01:26:43](#)):

Who wrote the check?

Speaker 2 ([01:26:46](#)):

We signed the check.

Speaker 3 ([01:26:47](#)):

We approved it. We approved, we approved. The, was definitely

Speaker 2 ([01:26:50](#)):

Private. I mean, I remember the check approved was approved. It was approved and signed and given approved. So

Speaker 3 ([01:26:57](#)):

My, my thing is, so from now on, it seems like nothing should be signed or approved until we make sure the attorney,

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

Well

Speaker 3 ([01:27:06](#)):

Why did then we have,

Speaker 2 ([01:27:08](#)):

I'll say again. They submitted that

Speaker 3 ([01:27:12](#)):

Mm-Hmm. <affirmative>.

Speaker 2 ([01:27:14](#)):

Y'all got video every day.

Speaker 1 ([01:27:17](#)):

Yeah.

Speaker 2 ([01:27:18](#)):

Of what was going on.

Speaker 3 ([01:27:19](#)):

I'm, I'm not talking

Speaker 2 ([01:27:20](#)):

Report. I'm putting

Speaker 3 ([01:27:22](#)):

All of this together. I'm talking about the,

Speaker 2 ([01:27:24](#)):

I'm putting all

Speaker 3 ([01:27:25](#)):

Together,

Speaker 2 ([01:27:26](#)):

But it was in the monthly contract too. But

Speaker 3 ([01:27:28](#)):

What I'm, but my only point is I'm making from Ken forward as a board, we cannot make these, we, we can make decisions, but contracts have to be written by the attorney. And I think if

Speaker 2 ([01:27:45](#)):

There was anything signed

Speaker 3 ([01:27:47](#)):

Upon just upon a proposal,

Speaker 2 ([01:27:49](#)):

The council should have said something. I don't like the inference that what we did is something wrong.

Speaker 1 ([01:27:55](#)):

And all I'm waiting for is the contract. But I do, oh, here's the, um, here are the minutes from, um, last time. Hold on.

Speaker 2 ([01:28:04](#)):

No, I want the minutes at the beginning of each thing. Now you can send us the minutes.

Speaker 1 ([01:28:10](#)):

Okay. So executive committee, you can send,

Speaker 2 ([01:28:12](#)):

You can send, you can send us the minutes from

Speaker 3 ([01:28:14](#)):

Regarding

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

Meetings. We've had

Speaker 12 ([01:28:16](#)):

Landscaping contract. It is the recommendation of the

Speaker 2 ([01:28:19](#)):

Executive committee

Speaker 3 ([01:28:20](#)):

Recommendation

Speaker 2 ([01:28:25](#)):

ED

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

Thousand. This is Jason. It went before executive committee. Apparently not before property.

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

It went to the executive committee, but it still came before the full board.

Speaker 3 ([01:28:41](#)):

So this is it

Speaker 12 ([01:28:52](#)):

Involved. Okay. Objection. Okay.

Speaker 1 ([01:29:16](#)):

So that was a, that was a full discussion if y'all could hear that. No. So the, the full discussion and it was seconded by Commissioner Jones. Well, it was taken up by the executive committee, not by the property committee. And it was to pay, uh, to, to, to enter into a contract to pay 3,444 per month prorated. However, for the amount of area that was, is underwater. So that proration has not the last meeting. That's the last meeting. That's the last time. Yeah. That's at this meeting. You're

Speaker 2 ([01:29:49](#)):

Not bringing up the fact about what commissioner, um,

Speaker 1 ([01:29:53](#)):

But

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

Commissioner Jefferson stated and also the fact that those two proposals came before this

Speaker 1 ([01:30:02](#)):

Board. Yeah. So the board,

Speaker 2 ([01:30:04](#)):

Those two proposals were approved by this

Speaker 1 ([01:30:07](#)):

Board. I'm saying that they not if there's

Speaker 2 ([01:30:09](#)):

Something wrong counselors, you have to

Speaker 1 ([01:30:11](#)):

Take No, I am saying that at this, the last meeting, the chair made that motion from the executive committee, not property committee, that GAR doctor submitted a proposal for \$3,444 a month. But that it would be prorated. So I don't, so that's why I don't think there's a, that that discussion, I, I don't know who's discussed with him, them about pro rating it therefore what should be in the contracted. So, so that it never happened. So I didn't know that they had proceeded with work without that discussion because clearly that's what the resolution says.

Speaker 10 ([01:30:48](#)):

So they're supposed, according to that, this supposed to have a contract for that prorated,

Speaker 1 ([01:30:53](#)):

Prorated, prorated contract. So there isn't, because there wasn't a discussion, they have to discuss it with them. The discussion

Speaker 2 ([01:30:58](#)):

Was to discuss with garden doctors about pro reading their stuff because of the water

Speaker 1 ([01:31:04](#)):

Issue. So it said, you remember what I, well, y were saw

Speaker 2 ([01:31:07](#)):

That never happened because we never had a property committee meeting. Uh, so

Speaker 10 ([01:31:12](#)):

That's

Speaker 1 ([01:31:12](#)):

Why there's <crosstalk>. Okay. This is what it says here. What, what 'cause we, what he, what he said earlier, but everyone was talking in here. He said, they were talking before about how they were supposed to have with respect to garden doctors. Y'all were supposed to have selected from a menu of services. But the executives committee met and decided to accept all of it at, to recommend that all of it be accepted at \$3,444. However, it should be prorated for the area that's under water. So that discussion has to happen before work begins because obviously you haven't gotten there yet. So I don't,

Speaker 2 ([01:31:51](#)):

The pro

Speaker 10 ([01:31:52](#)):

The pro rating part has not happened.

Speaker 1 ([01:31:55](#)):

Apparently not. So

Speaker 10 ([01:31:56](#)):

There is not a contract, right. That that information,

Speaker 1 ([01:32:00](#)):

It has not contract's any of the information yet. So we

Speaker 10 ([01:32:02](#)):

Need to have the contractor

Speaker 2 ([01:32:03](#)):

And that's why I said Right. Us because we did not get

Speaker 1 ([01:32:07](#)):

With, and so, so, and

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

We did not say to garden doctors, Hey, can we sit down with you and get this prorated because you're not gonna be cutting with the water.

Speaker 1 ([01:32:17](#)):

And let's go back to again, generally you cannot proceed with a governmental contract until you get authorization. You can't start work until you're authorized. You shouldn't be, you're not authorized. So you have a contract.

Speaker 10 ([01:32:28](#)):

Well, apparently they did not know that they were not authorized. So until

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

You have a

Speaker 10 ([01:32:32](#)):

Contract, but they did. Right. Apparently they did not know that. So they've done two cuttings. So now we have to stop them, create the contract, and then they gotta prorate that the the two cuttings. They

gotta prorate that because that, I mean they couldn't cut it all. So all that has to be done. And we have to have a contract. And I understand what you're saying, that we have to have the

Speaker 1 ([01:32:54](#)):

Contract. Right. So

Speaker 10 ([01:32:55](#)):

We

Speaker 1 ([01:32:56](#)):

Need to, I mean, because that's standard throughout any government, I think. And, and I think Michelle would say that that's what the legislative auditor would say. You can't start working on a governmental contract unless you have a con. Unless you actually have the contract in advance.

Speaker 2 ([01:33:08](#)):

Can they get paid for what

Speaker 1 ([01:33:11](#)):

They have? I mean if we

Speaker 2 ([01:33:12](#)):

Have contract them for

Speaker 1 ([01:33:14](#)):

What's

Speaker 2 ([01:33:15](#)):

Not necessarily true because they have Gordon, first of all, Gordon Doctor did not have a contract in their pants. Yes. They So we are not, they did not have a contract. Yes, they did monthly. If if they never had a contract. Why, why council didn't say that?

Speaker 1 ([01:33:32](#)):

'cause I didn't know that people were out there doing regular cuttings. I knew that you all had a, had given a had signed. 'cause I remember Jason saying contract. I remember notice the procedure as well. I remember Right. I remember Jason we're saying, and

Speaker 2 ([01:33:45](#)):

I'm gonna say again, that falls on us because the property committee did not meet to do that due diligence. Alright.

Speaker 7 ([01:33:54](#)):

How, how, how hard would it be to get in touch with our doctors and get in contact with all?

Speaker 2 ([01:33:58](#)):

Not at all. It's not, we gotta have our meeting. We have to get our

Speaker 7 ([01:34:02](#)):

Procedures. Not in a contract. Done. When will y'all meet?

Speaker 10 ([01:34:12](#)):

Property committee.

Speaker 7 ([01:34:13](#)):

Property committee

Speaker 5 ([01:34:15](#)):

Chairman. We can meet next

Speaker 7 ([01:34:18](#)):

Wednesday. Alright. Can we table this until the very next meeting after y'all meet, get a contract And we still gotta come to the board with recommendations. She gotta come to the board. That's when we gonna bring it

Speaker 1 ([01:34:26](#)):

Back up. But they do have to meet FaceTime,

Speaker 10 ([01:34:29](#)):

But they have to meet first.

Speaker 1 ([01:34:31](#)):

So you're suggesting to meeting him next Wednesday, which means Ms. Bennett, you would have to check and see if the rooms were available.

Speaker 2 ([01:34:38](#)):

I

Speaker 5 ([01:34:52](#)):

What time? Five

Speaker 4 ([01:34:58](#)):

Today

Speaker 3 ([01:34:59](#)):

At three. That's, that's,

Speaker 1 ([01:35:00](#)):

Yeah.

Speaker 3 ([01:35:03](#)):

Oh, I about to

Speaker 1 ([01:35:04](#)):

Say and that's November 1st. Yeah,

Speaker 3 ([01:35:07](#)):

November.

Speaker 1 ([01:35:07](#)):

November 1st. All Saints Day

Speaker 3 ([01:35:09](#)):

<laugh>. Is that a holiday?

Speaker 1 ([01:35:11](#)):

Not anymore. It used to be. It used to be. It used to be. Say

Speaker 3 ([01:35:14](#)):

That used to be

Speaker 1 ([01:35:15](#)):

A holiday. It used to be when we were more Catholic, but now it's not. You

Speaker 3 ([01:35:18](#)):

Know when I worked at Z That's right. I must be thinking

Speaker 1 ([01:35:21](#)):

Of, so yeah, I worked, I know I still think of it as a holiday

Speaker 3 ([01:35:25](#)):

Swap the day after Thanksgiving.

Speaker 1 ([01:35:29](#)):

So

Speaker 3 ([01:35:31](#)):

Kind of

Speaker 1 ([01:35:32](#)):

The proposed date for that meeting is November 1st. Great. At 5:00 PM Okay. Alright. If, if that's finished the um, we can move on to legal report if you all are ready.

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Speaker 3 ([01:35:50](#)):

You said 5:00 PM Any other questions? So what are we doing? Commissioner Jefferson

Speaker 4 ([01:35:55](#)):

Um, uh, property committee meeting next Wednesday, four five o'clock if Commissioner Benken secure room.

Speaker 3 ([01:36:08](#)):

Yes.

Speaker 1 ([01:36:11](#)):

And uh, you might want to invite someone from property, from garden doctors there and also maybe measure out that area that you think that will not be cut so you'll know exactly what the measurement is of the area That won't be cut due to water.

Speaker 3 ([01:36:25](#)):

They're, they're going for. They Okay. I'll check the first thing Monday

Speaker 1 ([01:36:32](#)):

And if

Speaker 4 ([01:36:32](#)):

It is Yeah, because we'll have to get the agenda out by five on Monday.

Speaker 3 ([01:36:37](#)):

Tuesday.

Speaker 1 ([01:36:38](#)):

Tuesday. Tuesday. I'm sorry.

Speaker 3 ([01:36:39](#)):

Yes. Mm-Hmm. <affirmative>.

Speaker 1 ([01:36:40](#)):

Although your, um, yeah, it actually ends up being Monday with your, with your IT guy. 'cause he wants at least 24 hours notice before he will put anything on. So when I give it to him like a few hours ahead of time, he has a real issue with it, with getting it on. Well,

Speaker 4 ([01:37:00](#)):

Let me ask this question. Can we do, can we send him the agenda and if we have to change then we just change it?

Speaker 1 ([01:37:06](#)):

No, because it's, he's it's notice. So he, he will, it takes him 24 hours to post anything. I know what I'm

Speaker 4 ([01:37:14](#)):

Saying. On, on Monday morning at six o'clock, whatever, can we give him notice that hey, we want the meeting here at uh, five on Wednesday. Yeah. And if it's not confirmed then we can just cancel. Yeah.

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

You mean with the what? Oh, I see. Okay. Yeah. Get in his

Speaker 3 ([01:37:28](#)):

Four eight hour

Speaker 1 ([01:37:29](#)):

Window. Right. I gotcha. Yeah, I gotcha. Okay. Yeah, we can do that. He just, you know, it just, when I try to change it after that, I have a problem with him posting it. Okay.

Speaker 4 ([01:37:38](#)):

Um, send somebody towards an agenda.

Speaker 1 ([01:37:41](#)):

Okay. We

Speaker 3 ([01:37:42](#)):

Might sit again, somebody supposed executive.

Speaker 1 ([01:37:55](#)):

Yeah. It's it with that it's just, you know, I'm, I'm happy

Speaker 2 ([01:37:59](#)):

Tatu suggested we turn our books

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

Over to Yeah.

Speaker 2 ([01:38:02](#)):

Somebody from the city and we said no, we can have our own person,

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

You know, putting something on a website supposed to go

Speaker 2 ([01:38:11](#)):

To that was the executive committee with the chair was supposed to get together

Speaker 1 ([01:38:18](#)):

And start

Speaker 2 ([01:38:19](#)):

Making that happen.

Speaker 1 ([01:38:20](#)):

Putting something on a website shouldn't be that difficult. Ms. Bennett, the problem is he said it, he said that, I said, look, I don't mind putting on a website. Just give me the passwords and access. That's all I need. And he said it's the way that they had whoever it was who set up the website, it was not him. Someone else, this was a long time ago, apparently. Um, when was the

Speaker 2 ([01:38:40](#)):

Spears group

Speaker 1 ([01:38:41](#)):

Or what? The Spears group or someone He said the way that it is, it's, it's too complicated and you won't be able to do it. I think that even he doesn't do it. That's why he has someone else do it. We they got

Speaker 2 ([01:38:51](#)):

Codes or

Speaker 1 ([01:38:52](#)):

Something. So I don't know. So he said that he recommended migrating it. We just need to get up on

Speaker 2 ([01:38:57](#)):

Another

Speaker 1 ([01:38:57](#)):

Web. Right. He recommended a long time ago migrating it to a different platform and he and I, I think he, I asked him to give us a, a, a proposal on it. I think that he did. We can ask him to refresh that. So he said, so there are things that are much more friendly where yeah, you can upload it. He said, but right now it's too complicated. That's the problem. And I think that what he's doing is he's using an offsite IT people to do it and that's why it takes him a long, that's why he can't do it right away. Okay. So, um, you know, that's something we can talk about also in one of the committees. Alright. If you're ready to move on to the legal report, I can make it pretty brief.

Speaker 2 ([01:39:38](#)):

Mm-Hmm, <affirmative>. So we all done with item number nine? Okay.

Speaker 1 ([01:39:44](#)):

Okay. All right. Legal report, I think I already gave you basically Meyers is that, um, I'll be speaking with Mr. Um, Meyers again on Monday 'cause he was out of town. The holdup in getting that signed had been his attorney who wouldn't let him sign it because of the, you know, him wanting us to take out

language that says that if there are things that they owe us that they would pay us upon presentation of adequate documentation. And he doesn't want that in there. And that language has to be in there. 'cause we know there are things that are owed. We know that water bill is owed. For example, there may be some past due, um, rent items for areas that were used without payment. Um, so we do know there are things that need to be paid and it's a pretty innocuous thing. 'cause it doesn't say we're just gonna come up with a number and give it to 'em.

[\(01:40:30\)](#):

It says that we have to give them documentation first. That would be adequate to prove that they owe it. Um, and the other thing is he wanted to change the amount of time. I think he wanted a very short turnaround on being able to get out of, to, to, to, he wanted to be able to, to terminate the lease if they ever were due at valorem taxes and he without any kind of penalty whatsoever and without having to pay for anything. Even if there were non cancelable taxes. And that's a non-starter. I've explained that to Mr. Myers. He seems to understand it. He needs to talk to his lawyer and work that out between the two of them. So hopefully by Monday he'll have that fixed. And I still tell him the lease would be, the effective date of the lease is October one. So when he does pay, he would've to pay effective October one, um, at vno lease agreement.

[\(01:41:25\)](#):

Um, they still just need to, uh, we already approved that amendment. Um, and I guess Mr. Wallace, will you be signing that amendment again? That was the amendment that allows 'em to put in the sub-meter. Okay. So they'll have that meter that they've already given us, us the deposit for it. And they paid all of their deposits. And I've forgotten the total amount. I wrote it in a memo and Ms. Ms. Diaz probably knows it right off, but it was about 40 something thousand dollars that they paid. Uh, which are their deposits. The security deposit of 20,000 plus another deposit, uh, for the, uh, I think it was 10,000 for electrical. Plus they paid at also a, um, uh, they paid a, about, I think it was \$5,000 towards the electricity they'd already consumed. Um, so in their, in their amendment it says also that they're going to pay, um, every three months we're gonna monitor their electric consumption.

[\(01:42:27\)](#):

If it's higher than 10,000 a month, they're gonna have to up their security deposit as well as pay the amount of money that's due on the submeter and that they're gonna pay that 600 I think it is multiplier. So our bill should go down in RBP because you'll be paying the actual cost of electricity. Not that multiplier that is on there because of that, that special meter. Um, there was one more thing and that was just a question trying to find out from them and maybe from you guys when you went out there, there was something that Mr. Pfeiffer told me. There was like a, a breaker box, for lack of a a better word, that of ours that was on the floor. And then they had another breaker box in and they said that one of 'em was the broken one that was old. And they, I don't know if they bought a new one or if they took our spare and put in there. Did you guys get a, I have no idea what you're talking about. Okay, Mr. Frank, can you use the words so I can

Speaker 8 [\(01:43:25\)](#):

That van switch the large hole breaker? Mm-Hmm. <affirmative>. Um, right next to the, the main switch here is, well, on the floor, the one that was in the avanto spot is the original. Um, it's non-operational. And Evano had another one manufactured that they put in. And so Y's original ones on the floor. Um, my recommendation, uh, a while back was to at least have one on hand in case one of those goes out. 'cause it does take several months to 'em in and there's only a handful of companies that actually, uh,

repair them. So I'm not sure if advo, if the one on the ground can be repaired with the extent of the damage of it. It is to it. Or if advo just took the, the steps to put a new one in as a precaution.

Speaker 1 ([01:44:08](#)):

Because we just need to find out if that was one of ours that they rehabbed or, or what, just so we'd know whose equipment is what. And I'll try to figure that out with between them and their attorney. Okay. And that, so

Speaker 3 ([01:44:21](#)):

The, the advo lease that, that you were given authority to sign, that wasn't actually done still

Speaker 1 ([01:44:26](#)):

Yet. Oh, that was, that was, there's an amendment, so I just is being done. Right. So what I wanna do is, since it's unusual because he's not an officer, um, if there is, but he does agree to sign the amendment. If there is an, um, a motion to allow to, to, to authorize Mr. Wallace to sign the amendment to the lease. 'cause he, he was authorized by motion to

Speaker 3 ([01:44:56](#)):

Sign

Speaker 1 ([01:44:56](#)):

The lease. Correct. To sign the lease.

Speaker 3 ([01:44:58](#)):

Correct. So now you need another authorization to

Speaker 1 ([01:45:00](#)):

Sign the amendment. Amendment to the lease. I think that

Speaker 3 ([01:45:03](#)):

Should all be covered. I know it's, it's part of the lease.

Speaker 1 ([01:45:06](#)):

It is, but it's, it's still different. So I just wanna make sure he's covered. Okay. Moved by Tucker. Second. Second by Jones. All in favor? Aye. Any opposed? Okay, thank you. Alright. And then, um, and then that's, that's it. Meeting dates. Oh, and the meeting dates is the next one. Sorry. Uh, that was added by Ms. Bennett. Forgot about it. So Ms. Bennett,

Speaker 3 ([01:45:31](#)):

I was just wanting everybody to be conscious that November and December dates, um, for the board meeting. Mm-Hmm. <affirmative> or holiday? Well, of the 24th of November would be the day after Thanksgiving. Mm. And the 22nd of December would be pretty much considered, um, one of the Christmas holidays. So I just wanted to bring that to everybody's attention that those would be the next two dates for our board meetings and that we may need to really consider changing those dates. Can we

do that now? Because, you know, this board, I'm, I'm not sure if we can do it now. That's why I'm bringing it up before the

Speaker 1 ([01:46:16](#)):

Board is would it be your suggestion to move them? It

Speaker 3 ([01:46:19](#)):

Is my suggestion to change the dates for it is my recommendation. December for November and December.

Speaker 1 ([01:46:25](#)):

And was it to move it up a week? So it would be like, uh, November 17th and November and December 15th?

Speaker 3 ([01:46:35](#)):

Yes. Mm-Hmm. <affirmative>. That is my recommendation to move the board meetings off a week. Uh, 'cause I think it's imperative that we have board meetings. It is. And the closer you get around

Speaker 1 ([01:46:48](#)):

Holidays, it's harder for people to come. That's true. Um, that's true. They're out of town. They don't, I, I'll make a motion to move them. Okay. Sec, was that plumber or who seconded? Plumber. Plumber. Okay. Okay. All in favor? Aye. Any opposed? Alright. Motion to Ajo. Alright. <laugh>? Yes. Alright. All in favor? All righty. Thank you. Let put it on my camera.