

In The Matter Of:
Louisiana Board of Commerce & Industry

Meeting Minutes
October 27, 2021

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MEETING MINUTES FOR THE
LOUISIANA BOARD OF COMMERCE & INDUSTRY
LASALLE BUILDING
617 NORTH 3rd STREET, LABELLE ROOM
BATON ROUGE, LOUISIANA
ON THE 27TH DAY OF October
COMMENCING AT 9:32 A.M.

LOUISIANA BOARD OF COMMERCE & INDUSTRY

REPORTED BY: DOROTHY N. GROS, CCR
CERTIFIED COURT REPORTER

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CHAIRMAN JONES:
It's good to see everyone at
the October meeting of the Board of
Commerce and Industry, and we call
the meeting to order. Ms. Simmons
would you call the roll and make
sure we have a quorum?

MS. SIMMONS:

Good morning. Don Briggs.

No response.)

MS. SIMMONS:

David Toups.

MAYOR TOUPS:

Present.

MS. SIMMONS:

Yvette Cola.

(No response.) (Appears at 9:50
a.m.)

MS. SIMMONS:

Guy McInnis.

MR. MCINNIS:

Here.

MS. SIMMONS:

Rick Fabra.

(No response.)

MS. SIMMONS:

1 Manuel Fajardo.

2 (No response.) (Appears at 9:45
3 a.m.)

4 MS. SIMMONS:

5 Stuart Moss.

6 MR. MOSS:

7 Here.

8 MS. SIMMONS:

9 Representative St. Blanc --

10 MR. ST. BLANC:

11 Here.

12 MS. SIMMONS:

13 -- proxy for Representative
14 Davis. Senator Rick Ward.

15 MR. WARD:

16 Here.

17 MS. SIMMONS:

18 Kenneth Havard.

19 (No response.)

20 MS. SIMMONS:

21 Jerald Jones.

22 CHAIRMAN JONES:

23 Present.

24 MS. SIMMONS:

25 Sandra McQuain:

1 MS. MCQUAIN:

2 Here.

3 MS. SIMMONS:

4 Senator Bret Allain.

5 SEN. ALLAIN:

6 Here.

7 MS. SIMMONS:

8 Representative Stuart Bishop.

9 (No response.)

10 MS. SIMMONS:

11 Jan Moller.

12 MR. MOLLER:

13 Present.

14 MS. SIMMONS:

15 Secretary Don Pierson.

16 MR. PIERSON:

17 Present.

18 MS. SIMMONS:

19 George Nassar.

20 MR. NASSAR:

21 Here.

22 MS. SIMMONS:

23 Darrel Saizan.

24 (No response.)

25 MS. SIMMONS:

1 Marshal Simien, Jr.

2 MR. SIMIEN:

3 Here.

4 MS. SIMMONS:

5 Ronnie Slone.

6 MR. SLONE:

7 Present.

8 MS. SIMMONS:

9 Dr. Shawn Wilson.

10 (No response.)

11 MS. SIMMONS:

12 Dr. Woodrow Wilson.

13 (No response.)

14 MS. SIMMONS:

15 Travis Holley.

16 MR. HOLLEY:

17 Here.

18 MS. SIMMONS:

19 Dr. Beverly B. Thompson.

20 DR. THOMPSON

21 Present.

22 MS. SIMMONS:

23 We have a forum.

24 CHAIRMAN JONES:

25 Thank you. All right. Board

1 members you should have received a
2 copy of the minutes from our
3 September 24, 2021, meeting. I
4 will entertain a motion to approve
5 those minutes.

6 MR. MOSS:

7 Motion.

8 DR. THOMPSON:

9 Second.

10 CHAIRMAN JONES:

11 I have a motion from Mr. Moss,
12 a second from Ms. Thompson. Any
13 questions or comments from the
14 board about the September 24
15 minutes?

16 (No response.)

17 CHAIRMAN JONES:

18 Any comments from the public?

19 (No response.)

20 CHAIRMAN JONES:

21 Hearing none, all in favor say,
22 aye.

23 (All indicated aye.)

24 CHAIRMAN JONES:

25 Any opposed?

1 (No response.)

2 CHAIRMAN JONES:

3 There being none, the motion
4 carries. Now, we move to the
5 Quality Jobs Program, Ms. Adegbe,
6 you're already there, very good.
7 Thank you. Lead us through,
8 please.

9 MS. ADEGBE:

10 Good morning.

11 CHAIRMAN JONES:

12 Good morning.

13 MS. ADEGBE:

14 I have one application. It's
15 20190077, Danos, LLC, Terrebonne
16 Parish. This concludes new
17 applications.

18 CHAIRMAN JONES:

19 All right. I'll entertain a
20 motion to approve.

21 MR. SLONE:

22 Motion.

23 CHAIRMAN JONES:

24 We have a motion from Mr.
25 Slone. Second.

1 MAYOR TOUPS:

2 Second.

3 CHAIRMAN JONES:

4 A second from Mayor --

5 MAYOR TOUPS:

6 Toups.

7 CHAIRMAN JONES:

8 -- Toups. I want to call "T-
9 Boy," I know that's not right. All
10 right. It's going to be a morning,
11 I can see already. Thank you,
12 Mayor Toups. We have a motion and
13 a second. Any questions or
14 comments from the board?

15 (No response.)

16 CHAIRMAN JONES:

17 Any comments from the public.

18 (No response.)

19 CHAIRMAN JONES:

20 Hearing none, all in favor say,
21 aye.

22 (All indicated aye.)

23 CHAIRMAN JONES:

24 Any opposition?

25 (None indicated.)

1 CHAIRMAN JONES:

2 There being none, the motion
3 carries.

4 MS. ADEGBE:

5 This concludes quality jobs.
6 applications.

7 CHAIRMAN JONES:

8 All right. Moving to the
9 restoration tax abatement program,
10 Ms. Lambert.

11 MS. LAMBERT:

12 Good morning.

13 CHAIRMAN JONES:

14 Good morning.

15 MS. LAMBERT:

16 We have four new applications.
17 20170222, 819 Gordon Redevelopment;
18 20210300, Cane River Pecan
19 Properties; 20210030, Champion Real
20 Estate Equities VII, LLC; 20190008,
21 The Fabric Shop of Ruston,
22 Louisiana. That concludes the new
23 applications.

24 CHAIRMAN JONES:

25 Would entertain a motion to

1 approve these four applications.

2 MR. NASSAR:

3 Motion.

4 MR. MOSS:

5 Second.

6 CHAIRMAN JONES:

7 Motion from Mr. Nassar, a
8 second from Mr. Moss. Any
9 questions or comments from the
10 board.

11 (None indicated.)

12 CHAIRMAN JONES:

13 Hearing none, any comments from
14 the public?

15 (None indicated.)

16 CHAIRMAN JONES:

17 Hearing none, all in favor say,
18 aye.

19 (All indicated aye.)

20 CHAIRMAN JONES:

21 Any opposition?

22 (None indicated.)

23 CHAIRMAN JONES:

24 There is none, the motion
25 carries.

1 MS. LAMBERT:

2 Now we have five renewal
3 applications. The first one is
4 20150829, 150 Third Street, LLC,
5 doing business as Watermark Baton
6 Rouge; 20161411, 3322 Hessmer, LLC;
7 20141196, 500 Laurel development,
8 LLC; 20151751, Bellau Baudier, LLC;
9 20161452 Susan Danielson. That
10 concludes the renewal applications.

11 CHAIRMAN JONES:

12 The renewals. I would
13 entertain a motion.

14 MAYOR TOUPS:

15 Motion.

16 CHAIRMAN JONES:

17 Motion to approve from Mayor
18 Toups. Second.

19 MR. MOSS:

20 Second.

21 CHAIRMAN JONES:

22 Second from Moss. Any
23 questions or comments from the
24 board?

25 (None indicated.)

1 CHAIRMAN JONES:

2 Hearing none, comments from the
3 public?

4 (None indicated.)

5 CHAIRMAN JONES:

6 Hearing none, all in favor say,
7 aye.

8 (All indicated aye.)

9 CHAIRMAN JONES:

10 Any opposition?

11 (None indicated.)

12 CHAIRMAN JONES:

13 There being none, the motion
14 carries. Thank you, Ms. Lambert.
15 Good morning, Ms. Metoyer.

16 MS. METOYER:

17 Good morning. I have --

18 CHAIRMAN JONES:

19 Take us through the Enterprise
20 Zone Program.

21 MS. METOYER:

22 I have six new applications.
23 20160736, Associated Marine
24 Equipment, LLC, St. James Parish;
25 20180442, Exxon Mobil Corporation,

1 East Baton Rouge Parish; 20160818,
2 New Iberia Holdings, Inc., Rapides
3 Parish; 20170620, Syngenta Crop
4 Protection, LLC, Iberville Parish;
5 20180054, Turner Specialty
6 Services, LLC, Calcasieu; 20161120,
7 World War II Theatre, Inc., Orleans
8 Parish.

9 CHAIRMAN JONES:

10 Thank you. As a point of
11 personal privilege, the chair will
12 be recusing himself from
13 Application Number 20180442, Exxon
14 Mobil Corporation, otherwise I will
15 be facilitating any action by the
16 board with these applications. Is
17 there a motion?

18 MR. NASSAR:

19 So moved.

20 MR. SLONE:

21 Second.

22 CHAIRMAN JONES:

23 A motion to approve by Mr.
24 Nassar, a second from Mr. Slone.
25 Any questions or comments from the

1 board.

2 (None indicated.)

3 CHAIRMAN JONES:

4 Hearing none, any comments from
5 the public?

6 (None indicated.)

7 CHAIRMAN JONES:

8 Hearing none, all in favor say,
9 aye.

10 (All indicated aye.)

11 CHAIRMAN JONES:

12 Any opposition?

13 (None indicated.)

14 CHAIRMAN JONES:

15 Hearing none, the motion
16 carries. Go right ahead.

17 MS. METOYER:

18 I have 23 contract
19 terminations. 20160737, Associated
20 Grain Terminals, LLC, Jefferson
21 Parish. The existing contract is
22 10/1/2016 to 9/30/2021. The
23 requested term date is 9/30/2019.
24 The program requirements have been
25 met, no additional jobs are

1 anticipated.

2 20160732, Associated Terminals,
3 LLC, St. Bernard Parish. The
4 existing contract is 03/13/2017 to
5 03/12/2022. The requested term
6 date is 03/12/2020. The program
7 requirements have been met, no
8 additional jobs are anticipated.

9 20160811, Columbia/HCA of New
10 Orleans, Inc., St. Tammany Parish.
11 The existing contract is 5/6/16 to
12 5/5/2021. The requested term date
13 is 5/5/2019. The program
14 requirements have been met, no
15 additional jobs are anticipated.

16 20160891, Exxon Mobil Corp.,
17 doing business as Exxon Mobil
18 Corp., Chemical, East Baton Rouge
19 Parish. The existing contract is
20 9/1/17 to 8/31/2022. The requested
21 term date is 2/29/2020. The
22 program requirements have been met,
23 no additional jobs are anticipated.

24 20160890, Exxon Mobil Corp.,
25 East Baton Rouge Parish. The

1 existing contract is 11/1/2016
2 through 10/31/2021. The requested
3 term date is 04/30/2019. The
4 program requirements have been met,
5 no additional jobs are anticipated.

6 20151761, Exxon Mobile Corp.,
7 the refinery, East Baton Rouge
8 Parish. 7/1/17 through 6/30/2022
9 is the existing contract. The
10 requested term date is 12/31/2019.
11 The program requirements have been
12 met, no additional jobs are
13 anticipated.

14 20161888, Exxon Mobile Corp.,
15 West Baton Rouge Parish. The
16 existing contract is 6/13/17
17 through 6/12/2022. The requested
18 term date is 12/12/2019. The
19 program requirements have been met,
20 no additional jobs are anticipated.

21 20170676, International Paper
22 Company, Natchitoches Parish. The
23 existing contract is 1/1/2018
24 through 12/31/2022. The requested
25 term date is 6/30/30. The program

1 requirements have been met, no
2 additional jobs are anticipated.

3 20121128, Lafayette General
4 Health System, Inc., Lafayette
5 Parish. The existing contract is
6 3/13/2013 through 3/12/2018. The
7 requested term date is 9/12/2015.
8 The program requirements have been
9 met, no additional jobs are
10 anticipated.

11 20151343, Louisiana Fish Fry
12 Products, LTD., East Baton Rouge
13 Parish. The existing contract is
14 11/1/2016 through 10/31/2021. The
15 requested term date is 10/31/2019.
16 The program requirements have been
17 met, no additional jobs are
18 anticipated.

19 20160693, NMC Operating
20 Company, LLC., East Baton Rouge
21 Parish. Existing contract is
22 12/12/16 through 12/11/2021. The
23 requested term date is 06/11/2019.
24 The program requirements have been
25 met, no additional jobs are

1 anticipated.

2 20150993, NOVA Chemicals, Inc.,
3 Ascension Parish. The existing
4 contract is 1/1/18 through
5 12/31/2022. The requested term
6 date is 06/30/2020. The program
7 requirements have been met, no
8 additional jobs are anticipated.

9 20161638, Ochsner Clinic
10 Foundation, Jefferson Parish. The
11 existing contract is 09/13/2017
12 through 09/12/2022. The requested
13 term date is 03/12/2020. The
14 program requirements have been met,
15 no additional jobs are anticipated.

16 20170423, Ochsner Clinic
17 Foundation, East Baton Rouge
18 Parish. Existing contract is
19 06/30/2017, through 06/29/2022.
20 The requested term date is
21 06/29/2020. The program
22 requirements have been met, no
23 additional jobs are anticipated.

24 20151301, Performance
25 Contractors, Inc., East Baton Rouge

1 Parish. Existing contract is
2 10/1/2016 through 9/30/2021. The
3 requested term date is 09/30/2019.
4 The program requirements have been
5 met, no additional jobs are
6 anticipated.

7 20161591, Riverlands Home
8 Group, LLC, St. James Parish.
9 11/13/2016 through 11/12/2021 is
10 the existing contract period. The
11 request to terminate is 11/12/2019.
12 The program requirements have been
13 met, no additional jobs are
14 anticipated.

15 20151375, Sai Ram Lodging, LLC,
16 Ouachita Parish. The existing
17 contract is 01/01/2017 through
18 12/31/2021. The requested term
19 date is 12/31/2019. The program
20 requirements have been met, no
21 additional jobs are anticipated.

22 20170459, Southwest Louisiana
23 Hospital Association doing business
24 as Lake Charles Memorial Hospital,
25 Calcasieu Parish. Existing

1 contract is 11/1/2017 through
2 10/31/2022. The requested term
3 date is 04/30/2020. The program
4 requirements have been met, no
5 additional jobs are anticipated.

6 20170462, Southwest Louisiana
7 Hospital Association doing business
8 as Lake Charles Memorial Hospital,
9 Calcasieu Parish. The existing
10 contract is 11/1/2017 through
11 10/31/2022. The requested term
12 date is 04/30/2020. The program
13 requirements have been met, no
14 additional jobs are anticipated.

15 20160858, Westlake Management
16 Services, Inc., Iberville Parish.
17 The existing contract is 05/13/2017
18 through 05/12/2022. The requested
19 term date is 11/12/2019. The
20 program requirements have been met,
21 no additional jobs are anticipated.

22 20151903, Willis Knighton
23 Medical Center, Inc., Caddo Parish.
24 Existing contract is 03/13/2018
25 through 03/12/2023. The requested

1 term date is 09/12/2020. Program
2 requirements have been met, no
3 additional jobs are anticipated.

4 20130903, Willis Knighton
5 Medical Center, Inc., Caddo Parish.
6 8/1/2014 through 7/31/2019 is the
7 existing contract. The requested
8 term date is 01/31/2017. The
9 program requirements have been met,
10 no additional jobs are anticipated.

11 20151904, Willis-Knighton
12 Medical Center, Inc., Caddo Parish.
13 The existing contract is 10/1/2016
14 through 9/30/2021. The requested
15 term date is 03/31/2019. The
16 program requirements have been met,
17 no additional jobs are anticipated.

18 CHAIRMAN JONES:

19 Thank you, ma'am. A couple
20 things, let the record show that
21 Mr. Fajardo and Ms. Cola have
22 arrived. Additionally, the chair
23 will be recusing himself from four
24 of these projects: 20160891,
25 20160890, 20151761, and 20161888,

1 all Exxon Mobile Corporation
2 applications, otherwise the Chair
3 will be facilitating the meeting
4 for the purpose of the vote.

5 Is there a motion?

6 MR. MCINNIS:

7 Motion.

8 MR. MOLLER:

9 Second.

10 CHAIRMAN JONES:

11 A motion from Mr. McInnis,
12 second from Mr. Moller to approve.
13 Any questions or comments from the
14 board?

15 (None indicated.)

16 CHAIRMAN JONES:

17 Hearing none, any comments from
18 the public?

19 (None indicated.)

20 CHAIRMAN JONES:

21 Hearing none, all in favor say,
22 aye.

23 (All indicated aye.)

24 CHAIRMAN JONES:

25 Any opposition?

1 (None indicated.)

2 CHAIRMAN JONES:

3 Hearing none, the motion
4 carries.

5 MS. METOYER:

6 That concludes EZ.

7 CHAIRMAN JONES:

8 Thank you, ma'am. All right.
9 We'll move to industrial tax
10 exemption, Mr. Usie and Ms. Cheng.

11 MR. USIE:

12 We have 19 new Post Executive
13 Order 2018 Rules applications.
14 Four are requesting deferral.
15 20190349, Custom Metal Works Inc.,
16 in East Baton Rouge Parish.
17 20200052, Hood Container of
18 Louisiana, LLC, in West Feliciana
19 Parish. 20200214, Plastipak
20 Packaging Inc., in Rapides Parish.
21 20190057-A, Stupp Brothers., Inc.
22 dba Stupp Corporation, in East
23 Baton Rouge Parish.

24 CHAIRMAN JONES:

25 And the Chair will entertain a

1 motion to approve the deferral to
2 the next meeting of for those
3 applications.

4 MR. NASSAR:

5 Motion.

6 DR. THOMPSON:

7 Second.

8 CHAIR JONES:

9 Motion by Mr. Nassar, second by
10 Dr. Thompson. Questions or
11 comments from the board?

12 (None indicated.)

13 CHAIRMAN JONES:

14 Hearing none, any comments from
15 the public?

16 (None indicated.)

17 CHAIRMAN JONES:

18 Hearing none, all in favor say,
19 aye.

20 (All indicated aye.)

21 CHAIRMAN JONES:

22 Any opposition?

23 (None indicated.)

24 CHAIRMAN JONES:

25 There is none, the motion

1 carries. Those four are deferred.

2 MR. USIE:

3 20210383, 1,4 GROUP, Inc.,
4 Ascension Parish; 20200051, ASH
5 Industries, Inc., in Lafayette
6 Parish; 20200094, Bercen Chemicals
7 LLC, in Livingston Parish;
8 20210013, C & C Marine and Repair,
9 LLC, in Plaquemines Parish;
10 20200433, CF Industries Nitrogen,
11 LLC, in Ascension Parish; 20200216,
12 Cajun Traditions Food Processors,
13 LLC, in Acadia Parish; 20210221,
14 Custom Retail Store Fixtures, LLC,
15 in Caddo Parish; 20210073, Delta
16 Packaging, Inc., in Ouachita
17 Parish; 20200220, Gravois Aluminum
18 Boats, LLC, St. Mary Parish;
19 20190178-A, International Paper
20 Company, De Soto Parish;
21 20200133-A, International Paper
22 Company, in Washington Parish;
23 20190361, Kennedy Rice Mill, LLC,
24 in Morehouse Parish; 20190147,
25 LaSalle BioEnergy, LLC, in La Salle

1 Parish; 20180335, Mid South
2 Extrusion, Inc., Ouachita Parish;
3 20200217, Tally Ho Investments,
4 LLC, in Acadia Parish.

5 CHAIRMAN JONES:

6 All right. We would entertain
7 a motion on these Post-EO
8 applications.

9 MS. COLA:

10 Motion.

11 MR. MOSS:

12 Second.

13 CHAIR JONES:

14 We have a motion from Ms. Cola,
15 a second from Mr. Moss. Any
16 questions or comments from the
17 board?

18 (None indicated.)

19 CHAIRMAN JONES:

20 Hearing none, any comments from
21 the public?

22 (None indicated.)

23 CHAIRMAN JONES:

24 Hearing none, all in favor say,
25 aye.

1 (All indicated aye.)

2 CHAIRMAN JONES:

3 Any opposition?

4 (None indicated.)

5 CHAIRMAN JONES:

6 There is no opposition, the
7 motion carries. Take us to
8 renewals.

9 MR. USIE:

10 We have 31 timely renewals.
11 One is requesting deferral.
12 20152032, Stuller, Inc., in
13 Lafayette Parish.

14 CHAIRMAN JONES:

15 We will entertain a motion to
16 approve the deferral to the next
17 meeting of Stuller.

18 MR. SLONE:

19 Motion.

20 MAYOR TOUPS:

21 Second.

22 CHAIRMAN JONES:

23 A motion from Slone, second
24 from Mayor Toups. Any questions or
25 comments from the board?

1 (None indicated.)

2 CHAIRMAN JONES:

3 Any comments from the public?

4 (None indicated.)

5 CHAIRMAN JONES:

6 Hearing none, all in favor say,
7 aye.

8 (All indicated aye.)

9 CHAIRMAN JONES:

10 Any opposition?

11 (None indicated.)

12 CHAIRMAN JONES:

13 There is none, the motion
14 carries.

15 MR. USIE:

16 20170187, ASH Industries, Inc.,

17 Lafayette Parish; 20160949,

18 Aluminum Recycling Center of

19 Lafayette, Inc., in Lafayette

20 Parish; 20140230, BASF Corporation,

21 Ascension Parish; 20141440, BASF

22 Corporation, Ascension Parish;

23 20141553, BASF Corporation,

24 Ascension Parish; 20150293, BASF

25 Corporation, Ascension Parish;

1 20151096, BASF Corporation,
2 Ascension Parish; 20151372, BASF
3 Corporation, Ascension Parish;
4 20150576, BR Port Services, LLC,
5 West Baton Rouge Parish; 20160266,
6 Beaed of Louisiana, St. Charles
7 Parish; 20150280-A, Eagle US 2,
8 LLC, Calcasieu Parish; 20150567,
9 Genesis Rail Services, LLC, in
10 Lafourche Parish; 20150883, Graphic
11 Packaging International, LLC,
12 Ouachita Parish; 20150884, Graphic
13 Packaging International, LLC,
14 Ouachita Parish; 20150885, Graphic
15 Packaging International, LLC,
16 Ouachita Parish; 20151380, Graphic
17 Packaging International, LLC,
18 Ouachita Parish; 20160175, Hood
19 Container of Louisiana, LLC, West
20 Feliciana Parish; 20152051,
21 Intralox, LLC, in Jefferson Parish;
22 20140362-A, Methanex Louisiana,
23 LLC, in Ascension Parish;
24 20120766-B, Methanex USA, LLC, in
25 Ascension Parish; 20150281-A,

1 Mexichem Fluor, Inc., Iberville
2 Parish; 20160037, NOVA Chemicals
3 Olefins, LLC, Ascension Parish;
4 20150161, PCS Nitrogen Fertilizer
5 LP, Iberville Parish; 20150162-A,
6 PCS Nitrogen Fertilizer LP,
7 Ascension Parish; 20151311,
8 Packaging Corporation of America,
9 Beauregard Parish; 20160663,
10 Packaging Corporation of America,
11 Beauregard Parish; 20160664,
12 Packaging Corporation of America,
13 Beauregard Parish; 20151994,
14 Peppers Unlimited of Louisiana,
15 Inc., St. Martin Parish; 20160950,
16 Superior Scrap Metal & Recycling of
17 Baton Rouge, Inc., West Baton Rouge
18 Parish; and 20151157, Surface
19 Performance Group, LLC, in
20 Jefferson Parish.

21 CHAIRMAN JONES:

22 All right. Again, do we have a
23 motion to approve from the board?
24 Do we have a motion?
25

1 MR. NASSAR:

2 Motion.

3 MR. MOSS:

4 Second.

5 CHAIRMAN JONES:

6 We have a motion from Mr.
7 Nassar, second from Mr. Moss. Any
8 questions or comments on these
9 renewals, timely renewals?

10 (None indicated.)

11 CHAIRMAN JONES:

12 Hearing none, any comments from
13 the board?

14 (None indicated.)

15 CHAIRMAN JONES:

16 Hearing none, all in favor say,
17 aye.

18 (All indicated aye.)

19 CHAIRMAN JONES:

20 Any opposition?

21 (None indicated.)

22 CHAIRMAN JONES:

23 Hearing none, the motion
24 carries.

25 MR. USIE:

1 We have one late renewal,
2 20130067, Morehouse BioEnergy, LLC,
3 in Morehouse Parish. Initial
4 contract expiration date is
5 12/31/2020. Late renewal request
6 date 7/22/2021.

7 CHAIRMAN JONES:

8 Do we have anyone here from
9 Morehouse BioEnergy? Please state
10 your name and position with the
11 company for us.

12 MS. PULLIN:

13 Becky Pullin, Director of
14 Finance at Drax Biomass, which is
15 the parent company of Morehouse
16 BioEnergy.

17 CHAIRMAN JONES:

18 Thank you, Ms. Pullin, and Ms.
19 Boatner as your representative?

20 MS. BOATNER:

21 Rhonda Boatner, Didier
22 Consultants.

23 CHAIRMAN JONES:

24 Thank you. And just to remind
25 the board, this matter was on the

1 agenda at the last meeting, there
2 was some issues, and I want to ask
3 you all to repeat what the issues
4 were just for some members of the
5 board who may not have been present
6 last time, and to remind everybody
7 else what the situation was and we
8 deferred for reconsideration at
9 this meeting. So if y'all will
10 explain to us what the situation
11 was for your late renewal.

12 MS. PULLIN:

13 Sure. The online platform for
14 the tax -- or the ITEP, I guess of
15 all of the Fastlane where we see
16 all our projects, this one wasn't
17 on there for us. We were made
18 aware of the -- the project
19 application -- sorry -- lateness
20 whenever the tax assessor called us
21 and asked if we needed to put it on
22 the tax roles. So, at that point,
23 we immediately called Rhonda and
24 she helped us get the -- the
25 renewal application going, and we

1 applied immediately after that.

2 MS. BOATNER:

3 So just to explain a little bit
4 more about the Fastlane NextGen
5 system. They converted into a new
6 system a couple of years ago and in
7 the data migration if, say Becky's
8 name are in there but there was --
9 they misspelled her name or had a
10 period -- anything that would be
11 different from her normal login
12 information, it would not notify
13 her, or she would not be able to
14 pull up that document. So in that
15 system if there was any
16 discrepancies from the norm, then
17 she would not have access to her
18 information.

19 And so when she -- like she
20 said, once she got the notification
21 from the assessor that those --
22 that contract was expired, we
23 immediately requested access,
24 because you have to go into the
25 system and provide a disclosure

1 authorization that says, "I am
2 working on behalf of the company,"
3 to request access, and then someone
4 from administration has to grant
5 that access, for her to be able to
6 see her information.

7 CHAIRMAN JONES:

8 Thank you. I know we have
9 someone here from the LED staff to
10 kind of help us walk through that,
11 but before we do, does anybody have
12 any questions for the applicant
13 here?

14 MR. HOLLEY:

15 I have one or two, please. How
16 many contracts did this lady have
17 to have access to? Was it just one
18 contract, or more than one?

19 MS. BOATNER:

20 No, they participate in the
21 Enterprise Quality Jobs and the
22 Industrial Tax Exemptions. So they
23 -- all of the other ones were
24 listed excepted for this one.

25 MR. HOLLEY:

1 And she had access to all the
2 others?

3 MS. BOATNER:

4 Yes.

5 MR. HOLLEY:

6 And can you tell me why she
7 didn't have access to this
8 particular one?

9 MS. BOATNER:

10 We are assuming that the name
11 probably wasn't spelled correctly,
12 or there may have been an extra
13 period somewhere or something of
14 that effect. That's how it was
15 explained to me is that if there's
16 not consistency in the contact
17 information in the system then if
18 it's assigned to that Becky Pullin
19 and she puts Becky R. Pullin, then
20 she's not going to get access to
21 that.

22 MR. HOLLEY:

23 Are you telling me that the
24 company had granted her access to
25 this specific contract, but it did

1 not show up?

2 MS. BOATNER:

3 She should have had access,
4 yes. But then we had to go in,
5 after the fact and request access
6 for her.

7 MR. HOLLEY:

8 Now, if she had it before, why
9 did you have to go back and re-
10 request it?

11 MS. BOATNER:

12 She didn't have it. She had it
13 for all the others.

14 MR. HOLLEY:

15 So if she didn't have it before
16 then it was up to her to know that
17 she had to do something in order to
18 get access to it, correct?

19 MS. BOATNER:

20 You want to speak to that?

21 MS. PULLIN:

22 Yeah, I can speak to that. So
23 our company, actually, moved its
24 corporate office from Atlanta,
25 Georgia to Monroe in 2018. So this

1 project hasn't needed anything
2 since then, so I haven't had a need
3 to go in. So that's why it wasn't
4 on there because we -- it hadn't
5 been transferred to me as the
6 owner, yet. None of the old staff
7 in the Atlanta office came over
8 with the corporate office
9 transition.

10 MR. HOLLEY:

11 But all the others had been
12 transferred to you --

13 MS. PULLIN:

14 Yes, sir.

15 MR. HOLLEY:

16 -- is that correct?

17 MS. PULLIN:

18 Yes, sir.

19 MR. HOLLEY:

20 And do you have a specific
21 reason as to why that particular
22 one wasn't transferred to you?

23 MS. PULLIN:

24 No, sir. I don't.

25 CHAIRMAN JONES:

1 Thank you, Mr. Holley. Any
2 other questions from the board?
3 Ms. Villa. You're hiding, I didn't
4 see you. Let Ms. Villa take one of
5 the mics there.

6 MS. VILLA:

7 Good morning. Anne Villa,
8 Undersecretary for LED, and I just
9 want to kind of give some
10 retrospect to the board because I
11 know a lot of you -- some of you
12 may not have been here in 2016 when
13 we started this -- I'm going to say
14 it was a complete transfer from one
15 platform to another. It wasn't
16 just enhancements that were made to
17 our Fastlane system.

18 So prior to the new system that
19 was put into place in August of
20 2018, companies were granted and
21 those that they allowed access to
22 their company, they had granted
23 access to all their projects. So
24 the old Fastlane, if you were
25 granted access, you were given

1 access to every single project for
2 that company. In new Fastlane,
3 whenever we deployed that in August
4 of 2018, you have to actually have
5 access to each project. And so
6 throughout the migration in
7 transfer of all the many projects
8 that we had in our system, in our
9 old platform, we migrated all that
10 data over.

11 And we communicated with
12 companies, we had meetings with
13 stakeholders, we communicated in
14 this forum of this occurring, so
15 that companies would be made aware
16 that -- you know, go and look,
17 everyone from the public standpoint
18 could go in and look at projects.
19 And so if you didn't have access to
20 your projects, then we would grant
21 them to you as long as we had the
22 disclosure authorization.

23 So the old system had, in my
24 mind, less security around specific
25 projects and more security was

1 granted in this new Fastlane
2 NextGen. Not only was new security
3 enhancements made to our projects
4 that were within the system, we
5 also were able to have
6 interoperability within our other
7 agency that we work with, like LWC
8 and LDR, Louisiana Department of
9 Revenue, Louisiana Workforce
10 Commission, as well as our
11 assessors, we have a portal for
12 them, as well as the public in
13 general. The public in general can
14 now go in and access public
15 information about these projects.

16 So I just kind of wanted to
17 explain the difference between the
18 two because when Rhonda mentioned
19 in the last board meeting that
20 there was a glitch, I didn't want
21 anyone to think there was a glitch
22 in the system. It's just how
23 access was granted. And so,
24 unfortunately, for whatever reason,
25 as Rhonda explained, it could be

1 just a simple misspelling of her
2 name wasn't migrated over so she
3 had to be granted access because
4 there was more security around the
5 projects in the new system. Any
6 questions that you may have?

7 MR. HOLLEY:

8 If you don't mind, how do you
9 explain she was granted access to
10 all but one?

11 MS. VILLA:

12 Well, as it was explained, the
13 access was given to the company.

14 MR. HOLLEY:

15 Correct.

16 MS. VILLA:

17 So she had access previously in
18 all the projects, but there could
19 be a simple name change, or there
20 could have been a field that didn't
21 have the contract information in
22 there. So nothing was popping up
23 whenever she was going in to look
24 at the projects that she had access
25 to.

1 MR. HOLLEY:

2 Would it be correct to say that
3 she never obtained approval from
4 the company for access to this
5 contract?

6 MS. VILLA:

7 It's the -- whenever the
8 migration occurred and there was no
9 contact information similar to all
10 the other ones, potentially, then
11 that would have granted her not to
12 have access. So the company could
13 have given a disclosure
14 authorization, but all these
15 projects, like she mentioned, were
16 older projects that were migrating
17 over, so the migration when it
18 occurred, that particular project,
19 perhaps, had a misspelling of her
20 name and she wasn't notified when
21 she would go in look at all her
22 projects, that one didn't populate
23 for her.

24 But if you go and look at it
25 from a public standpoint, you would

1 see all the Morehouse projects that
2 had ITEP contracts.

3 MR. HOLLEY:

4 I remember, do you remember the
5 Honeywell case that was before this
6 board?

7 MS. VILLA:

8 Yes. In April -- I'm sorry --
9 in August of 2019.

10 MR. HOLLEY:

11 Yeah. And the attorney at Kean
12 Miller didn't have access to two.

13 MS. VILLA:

14 Correct.

15 MR. HOLLEY:

16 But she knew that she didn't
17 have access to two?

18 MS. VILLA:

19 Correct. And she requested
20 access on the last day of the year,
21 I think it was 12/31 of 2018, when
22 she requested access and our
23 offices were closed and weren't
24 able to grant her access.

25 MR. HOLLEY:

1 Yeah. My concern is, how did
2 that attorney at Kean Miller know
3 that she didn't have access to two,
4 and this lady tells me that she
5 didn't know?

6 MS. VILLA:

7 I can't speak for her, but I
8 would suspect that she probably
9 went in and looked at all of her
10 projects from the public search
11 function that's available within
12 Fastlane, and she recognized that,
13 "Hey, there's a couple projects
14 that aren't here that I should have
15 access to."

16 MR. HOLLEY:

17 If this board grants this
18 approval for this filing, even
19 though it's late, what's going to
20 stop somebody next month or the
21 next year saying, "I didn't have
22 access, but maybe my name was
23 misspelled wrong." What's going to
24 stop that?

25 MS. VILLA:

1 I don't think there would be
2 anything to stop that.

3 MR. HOLLEY:

4 Yeah. Okay.

5 CHAIRMAN JONES:

6 Any other questions or comments
7 from the board?

8 MS. COLA:

9 I do.

10 CHAIRMAN JONES:

11 Ms. Cola.

12 MS. COLA:

13 So just to piggyback on that
14 question. Is there a precedence
15 for this? Is this the only time
16 that this happened where a company
17 did not have access to this system
18 which caused them to have a late
19 renewal? And if so, what was the
20 response? How did you respond?

21 MS. VILLA:

22 I believe this is the first
23 time, other than the one that Mr.
24 Holley just presented that's been
25 presented to the board as a reason

1 for being late. But I could be
2 mistaken.

3 CHAIRMAN JONES:

4 And if I may, the Honeywell
5 situation, at least in my mind,
6 when I voted to approve to waive
7 the -- or not penalize Honeywell,
8 the reason in my mind, at least,
9 was that access had been properly
10 requested by LED, but because LED
11 was not open on the day -- the last
12 day of the year, we could not grant
13 them access. So as soon as we
14 granted them access right after the
15 first of the year then the filing
16 was made. So, at least in my mind
17 -- and I hate to use the word
18 "culpability," but y'all understand
19 what I'm saying, but there was a
20 glitch on the LED side.

21 In this situation, I'm -- I
22 don't know. I'm struggling with
23 this one a little bit more because
24 it is not -- to me it's not the
25 Honeywell situation. It's a

1 different one all together. So
2 that's just to help refresh
3 everyone's memory. Dr. Thompson.

4 DR. THOMPSON

5 On what day was LED notified
6 that there was a glitch and that
7 the company did not have access?
8 When was that request made?

9 MS. VILLA:

10 I believe it was in the summer,
11 but Ms. Boatner may know exactly
12 when -- are you referring to the
13 Morehouse? I believe it was
14 sometime in the summer whenever
15 they went -- whenever she was
16 notified by the assessor and the
17 assessor wanted to know what their
18 action was on renewal, and then
19 Rhonda was involved. I believe it
20 was in the summer, sometime around
21 July.

22 MS. BOATNER:

23 May or June of this year, yes.

24 CHAIRMAN JONES:

25 Any other questions or

1 comments?

2 MR. HOLLEY:

3 I do have. The word "glitch"
4 has been used --

5 MS. VILLA:

6 I don't like the word.

7 MR. HOLLEY:

8 I don't like it either, that's
9 why I'm bringing it up. A glitch.
10 There really is and was no glitch
11 in the proper functioning of
12 Fastlane NextGen; isn't that
13 correct?

14 MS. VILLA:

15 In this particular situation,
16 and the system, as we all use them
17 every day of our life, there are
18 sometimes things happen in the
19 systems and we are the first to be
20 notified by our users, "Hey,
21 something is going on, you guys
22 need to take a look at this." And
23 we do, our team get on with our
24 analysts. But in this particular
25 situation, there was not a glitch

1 in the system, it was just she was
2 not granted the authority, the
3 authorization that was needed in
4 this particular project because of
5 the fact that specific project
6 authorization has to be granted in
7 the new Fastlane platform.

8 MR. HOLLEY:

9 It's person specific.

10 MS. VILLA:

11 It's person and project
12 specific.

13 MR. HOLLEY:

14 Okay.

15 MS. VILLA:

16 Which is different. You were
17 granted a access code and you had
18 complete use of that company's
19 information on every project. We
20 tightened the reins on that in the
21 new platform.

22 MR. HOLLEY:

23 Did LED do anything wrong?

24 MS. VILLA:

25 I don't feel we did anything

1 wrong, nor did the system. The
2 system worked the way that it was
3 designed to work.

4 CHAIRMAN JONES:

5 I want to drill down that last
6 question. Who had responsibility
7 in the migration of the data? Who
8 had responsibility for the data
9 that was migrated? Was that the
10 company, or was that LED? If there
11 was a period in the wrong place or
12 an initial used or whatever, where
13 would that come from?

14 MS. VILLA:

15 Well, you know, as I said
16 earlier, we -- this was a long
17 project and we had numerous
18 communications with companies, with
19 stakeholders, with industry about
20 us making this move to this new
21 platform. So we did the -- we did
22 a lot to migrate the data over and
23 to ensure that the migration
24 occurred without any issues.
25 However, the ultimate

1 responsibility -- the company
2 should -- if I were the company, I
3 would be checking to make sure that
4 all of my projects were visible by
5 myself, but I completely understand
6 that there was a sale in the
7 company as well. In the movement,
8 I should say, from the headquarters
9 to Monroe, so I completely
10 understand what happened there,
11 but, you know, you need to look and
12 make sure that all your projects
13 are in the system knowing that this
14 is a complete transfer from one
15 platform to a new platform.

16 CHAIRMAN JONES:

17 Anything else from you guys?
18 Any other comments? Any other
19 questions or comments from the
20 board? Mr. Secretary.

21 SECRETARY PIERSON:

22 I just want to confirm what I
23 believe to be Anne's position in a
24 maybe over-simplified way. But if
25 I have a CD that is accruing

1 interest for me and it's with, say,
2 TD Ameritrade, and it comes up on
3 its expiration date, they may
4 notify me and they may not notify
5 me, the interest would stop
6 accruing until I take some action.
7 It's my responsibility to manage
8 something valuable. There's a
9 contract here that -- there's
10 thousands of them out there we
11 migrated from Fastlane 1.0 to 2.0,
12 are there going to be some computer
13 hiccups, probably so. But it
14 doesn't seem to have that physical
15 activity where we're improving the
16 system to provide a valid reason
17 for a company not to execute their
18 responsibilities.

19 MS. BOATNER:

20 And one more comment. As a fix
21 for this, they have hired
22 Didier Consultants and we are
23 tracking all of their contracts.

24 CHAIRMAN JONES:

25 What a shameless plug. So,

1 actually -- well, I'm giving Rhonda
2 a hard time. That's actually --
3 it's normally one of the questions
4 I ask is, what are you doing to
5 make sure this doesn't happen
6 again? Okay. Very good. Thank
7 you. Any other questions or
8 comments from the board?

9 (None indicated.)

10 CHAIRMAN JONES:

11 Comments from the public?

12 (None indicated.)

13 CHAIRMAN JONES:

14 Hearing none, these are our
15 options, folks. We can grant this
16 renewal with penalty. If it were
17 with penalty, according to our
18 standard, it would be a one-year
19 penalty, or we can grant it without
20 penalty. Of if you all want to do
21 something like a more harsh
22 penalty, that's within your
23 universe of options. So I'll
24 entertain a motion.

25 MR. HOLLEY:

1 I move that it be granted with
2 penalty.

3 CHAIRMAN JONES:

4 With a one-year penalty?

5 MR. HOLLEY:

6 Yes, sir.

7 CHAIRMAN JONES:

8 Do I have a second? Motion,
9 Mr. Holley.

10 MR. McINNIS:

11 Second.

12 CHAIRMAN JONES:

13 Second, Mr. McInnis. Any other
14 questions or comments from the
15 board?

16 (None indicated.)

17 CHAIRMAN JONES:

18 All right. Any comments from
19 the public.

20 (None indicated.)

21 CHAIRMAN JONES:

22 Hearing none, all in favor say,
23 aye.

24 (All indicated aye.)

25 CHAIRMAN JONES:

1 Any opposition?

2 (None indicated.)

3 CHAIRMAN JONES:

4 There is no opposition, the
5 renewal is granted with a one-year
6 penalty.

7 MS. BOATNER:

8 Thank you for your
9 consideration.

10 CHAIRMAN JONES:

11 Thank you. Sorry to make you
12 make the trip twice. All right.
13 Moving on.

14 MR. USIE:

15 Next, we have one full transfer
16 of tax exemption contract. It is
17 HR Nu Blu Energy, LLC, Contract
18 20161807. New owners, Stabilis LNG
19 Port Allen, LLC, in West Baton
20 Rouge Parish.

21 CHAIRMAN JONES:

22 All right. I'll entertain a
23 motion to approve transfer of this
24 contract.

25 MAYOR TOUPS:

1 Motion.

2 MS. COLA:

3 Second.

4 CHAIRMAN JONES:

5 Motion from Mayor Toups.

6 Second from Ms. Cola. Any
7 questions or comments from the
8 board?

9 (None indicated.)

10 CHAIRMAN JONES:

11 Hearing none, any comments from
12 the public?

13 (None indicated.)

14 CHAIRMAN JONES:

15 Hearing none, all in favor say,
16 aye.

17 (All indicated aye.)

18 CHAIRMAN JONES:

19 Any opposition?

20 (None indicated.)

21 CHAIRMAN JONES:

22 There is none, the motion
23 carries.

24 MR. USIE:

25 We have two contract

1 cancellations. The first is for
2 Cameron International Corporation,
3 20110856, in Iberia Parish. LED
4 was notified by the Iberia Parish
5 Assessor's Office of the location
6 closing prior to January 1, 2021,
7 due to downsizing. The company has
8 been notified.

9 And ChampionX, LLC, 20160686,
10 in Lafayette Parish. LED was
11 notified by the Lafayette Parish
12 Assessor's Office of taxes being
13 paid on the assets associated with
14 the contract. Per ITEP rules, if
15 taxes paid, the assets are
16 ineligible for exemption. The
17 company has been notified.

18 CHAIRMAN JONES:

19 All right. A point of personal
20 privilege, the chair will be
21 recusing itself from any action on
22 the Cameron International Corp., as
23 contract 20110856, otherwise I will
24 be facilitating the vote on these
25 actions. Is there any motion from

1 the board? I have a motion to
2 approve cancellations from Mr.
3 Moller. Second? Second, Mr.
4 Havard. Any questions or comments
5 from the board?

6 (None indicated.)

7 CHAIRMAN JONES:

8 Any comments from the public?

9 (None indicated.)

10 CHAIRMAN JONES:

11 Is there anyone here from
12 either of the companies that wish
13 to comment?

14 (None indicated.)

15 CHAIRMAN JONES:

16 Hearing none, all in favor say,
17 aye.

18 (All indicated aye.)

19 CHAIRMAN JONES:

20 Any opposition?

21 (None indicated.)

22 CHAIRMAN JONES:

23 Motion carries. All right.

24 Moving on.

25 MR. USIE:

1 Next we have two contracts
2 following the 2017 Rules that were
3 found noncompliant.

4 CHAIRMAN JONES:

5 Mr. Usie, before you move on.
6 Just so -- I'm going to make sure
7 the board is aware of the -- this
8 section of the agenda is going to
9 be -- it's a new section. We've
10 not seen this before. As we
11 mentioned at the last meeting the
12 noncompliance issues are now coming
13 before us and we will likely see
14 this going forward on our agenda,
15 and hopefully there will be a
16 manageable number of these moving
17 forward. Hopefully, we have no
18 noncompliances, that would be the
19 great answer, but this is our first
20 time to see this, and so there may
21 be -- we may need to walk through
22 this process just a little bit so
23 we all understand both how the
24 chart is written and the
25 information that is contained there

1 so that we're all educated as to
2 what we're doing, okay?

3 Having said that, Mr. Usie, go
4 right ahead.

5 MR. USIE:

6 Contract 20161891, Inferno
7 Manufacturing, in Caddo Parish.
8 For the 2017 reporting period, the
9 company was required to create or
10 retain three jobs and 200,000 in
11 payroll. The actual job creation
12 retention for the 2017 year was
13 three jobs and \$56,910 in payroll.
14 And the local recommendations
15 received from Caddo Parish for that
16 year -- or from the Parish Police
17 Jury was to defer to the board for
18 consideration and/or action, and
19 the municipality the city of
20 Shreveport did not respond.

21 Also, the compliance due date
22 was September 28th of 2020 and the
23 compliance was not received until
24 March 18th of 2021.

25 CHAIRMAN JONES:

1 Okay. If I may, I'm going to,
2 again, just try to shortcut this as
3 we try to wrap our minds how this
4 would work. In this particular
5 case, there are one, two, three,
6 four, five different contracts.
7 And the first contract 20161891,
8 you will see there's one
9 noncompliance. There were three
10 jobs that were to be implemented
11 with salaries of \$200,000 but they
12 only had a salary of \$56,910. So
13 on its face that is noncompliant,
14 they did not have the payroll
15 number they needed to have.

16 Moving across to the last two
17 columns on your spreadsheet, you
18 will see a compliance due date and
19 compliance received date. So here
20 we have -- much like the late
21 renewals that we just went through,
22 they were required to respond to
23 the compliance issue by September
24 28, 2020, but the compliance
25 documents were not received until

1 March 18, 2021. So in that
2 situation we have two compliance
3 issues, not just one.

4 And the remainder of the
5 contracts, we just have one
6 compliance issue and that is the
7 late filing of the compliance
8 documents. Did I make it clear, or
9 muddier?

10 And so you'll look at the local
11 recommendations of what happens
12 under the rules, when we have a
13 noncompliant contract because of
14 local input we send that
15 information to the local
16 governments and allow them to
17 comment what do you want to do.
18 And, as we see, there are several
19 options, and in this case Caddo
20 Parish has deferred to the board,
21 the school board, NE means that
22 there was no exemption to begin
23 with. So there's nothing for the
24 school board to say. Same thing
25 for the sheriff. The municipality

1 had granted the exemption but when
2 we requested their preference, they
3 did not respond. So that's where
4 we are in this case. So the local
5 government, as far as we know, has
6 simply deferred saying, "Board,
7 whatever y'all want to do will be
8 acceptable to us."

9 Ms. Bourgeois, I see you
10 sitting at the table, do you have
11 anything to add to my amateur way
12 of trying to explain this?

13 MS. BOURGEOIS:

14 You did an excellent job. This
15 is Tam Bourgeois counsel for the
16 board. The only clarification I
17 would make is that all five of
18 these that you're seeing under the
19 2017 Rules is the same project. So
20 what you have are compliance
21 evaluations for three years under
22 the front-end contract and then two
23 years under their phase contract,
24 because it took them a couple of
25 years to get this project built and

1 up and running.

2 So as a suggestion, you know,
3 we might want to talk about the
4 project as a whole, because you'll
5 see in the later years, in 2018 and
6 2019, they not only meet but they
7 exceed their jobs and payroll
8 requirements. But they are still
9 late, and that's why the compliance
10 reporting is late, so that's why
11 those are here before you today.

12 CHAIRMAN JONES:

13 Because this is a compliance
14 issue we want to give the company
15 an opportunity to have a word. Is
16 there anyone here from Inferno
17 Manufacturing? Please come
18 forward.

19 MR. ORGANICK:

20 Good morning. My name is Allen
21 Organick, I'm the president/owner
22 of Inferno Manufacturing in
23 Shreveport. We were late with the
24 compliance reports, and we're sorry
25 and now we understand the process

1 and be assured that won't happen
2 again. But we would like -- well,
3 we would ask you for a leniency on
4 treating our lateness in view of
5 our record of like Ms. Bourgeois
6 said, exceeding our payroll dollars
7 and our employees.

8 The first item in the table it
9 talks about our actual dollars
10 being less than 200,000 and I would
11 like to talk about that. The
12 \$200,000 we think is an incorrect
13 number. It's a two-phase project
14 and we promised in our application
15 145,000 new dollars and two
16 employees. But for matters we
17 don't understand, the contract is
18 written for both phases and it's
19 requiring 200,000 and three
20 employees. So we have problems
21 with the \$200,000.

22 I know we signed a contract and
23 we didn't catch that. We didn't,
24 so that's our fault. But it goes
25 -- the 200,000 goes contrary to the

1 application process where we were
2 promised we would not be held to
3 the full project number of 200,000,
4 we would be -- it's a Phase 1 and
5 so 145,000 is the number that we
6 put down on our application.

7 In terms of hiring -- you know,
8 we bought the machine, we installed
9 it, we put it under power in early
10 December of 2016. But it took some
11 months, it was the middle of the
12 following year before that machine
13 was capable of making useful parts
14 for us. We had to buy tools, and
15 learn how to use the machine. So
16 LED's rules have definition of
17 operable -- when did the machine
18 becomes operable, and I think
19 there's been a confusion of when
20 the machine was put under power and
21 when the machine was really
22 operable as far as commercial
23 utilization. So we're asking for
24 some consideration of that. We
25 were not capable of using the

1 machine until mid-2017. So,
2 therefore, by the rules the
3 following January of 2018 should be
4 the start of our compliance
5 obligations.

6 CHAIRMAN JONES:

7 It's good to see you, Mr.
8 Organick. Let me ask you a
9 question. So the machine did not
10 become operable till the middle of
11 the year in 2017, as I understand
12 it. When were the people hired to
13 do the work, to run the machine?
14 Or whatever those three jobs that
15 were on the contract, at what point
16 were they hired?

17 MR. ORGANICK:

18 They were hired in June of
19 2017, September of 2017, October of
20 2017.

21 CHAIRMAN JONES:

22 One of the things that took me
23 a while to understand about this
24 program is that when salaries are
25 guaranteed, they are salaries

1 averaged over the year. And staff
2 help me if I misstate this, but
3 this is my, again, adolescent
4 understanding of this program. And
5 so as a result if you hire the
6 people in January, you can meet the
7 payroll number. If you hire them
8 in December, you may be paying them
9 their salaries and it may be
10 sufficient to meet that annual
11 payroll number, but because you
12 hired them in December, you've
13 actually only spent one-twelfth of
14 that number. And to me that's
15 problematic, but at the same time
16 from the prospective of compliance
17 that may be something that the
18 board wants to consider. And from
19 what I'm hearing from Mr. Organick
20 that the three employees that were
21 hired were hired in the last half
22 of the year, so that may have an
23 impact upon the payroll number,
24 frankly whether the number is 200
25 or 145, either way you didn't make

1 it.

2 MR. ORGANICK:

3 Right, but if you annualize
4 those three employees with
5 \$175,000, which would have exceeded
6 the 145.

7 CHAIRMAN JONES:

8 I understand. I understand. I
9 think the point is, is that there's
10 -- these issues are not quite as
11 black and white, perhaps as we
12 would like them to be. And that's
13 the reason we want to give the
14 company's owner an opportunity to
15 explain on its face, they are not
16 noncompliant, whether this board
17 and obviously the locals have
18 apparently deferred to this board,
19 so we become judge, jury, and
20 executioner on what happens here.

21 And this is something else that
22 -- I'm a board member, I'm the
23 chair but I'm a board member, this
24 is one board member's thoughts on
25 the compliance of late filing.

1 This process is new. And I think
2 something that -- an option that we
3 ought to consider -- there's two
4 options that we can consider in my
5 mind. Number one, we can treat
6 these late filings much like we do
7 late renewals that would just be if
8 they're late and they're within a
9 year, we do a one-year penalty,
10 that sort of thing.

11 There's another option that I'm
12 going to throw out there, and it
13 may or may not be a good idea, but
14 it's just something for the board
15 to consider. Because this process
16 is new and frankly the compliance
17 documents are not easy, they're not
18 uncomplicated, they're not -- it's
19 a process. Something we might
20 consider is that -- is deferring
21 any action, any penalty action on
22 late filling until a later time,
23 until we -- one thing I am
24 concerned about, I will tell you
25 this, because this is a brand-new

1 process for us, I am concerned that
2 every action we take in effect
3 becomes a precedent setting, and
4 it's that wall of unending
5 consequences. This may make sense
6 today in this vacuum, but as we get
7 more of these in front of us and
8 facts change, I don't want our
9 decisions to become the Bible, if
10 you will. And it seems to me that
11 if we see an egregious case, we
12 deal with it.

13 If we see a case where, okay,
14 they're dealing with this process
15 for the first time and they were
16 late, okay, shouldn't have been
17 late, but instead of just giving
18 them a blanket pass, deferring
19 action until the future, they will
20 be back before us. And if
21 everything is copacetic, then fine;
22 if not, then we can take
23 appropriate action at that time.
24 So it's kind of a carrot-and-stick
25 for them, that's an option. I'm

1 not necessarily advocating that,
2 but I'm wanting you to know there's
3 a couple of options for the board
4 to consider.

5 So with that, that's kind of
6 where we are folks. We have a
7 situation here where we have two
8 potential noncompliance issues for
9 this project. One is the failure
10 to meet payroll in 2017, and the
11 second is the late filings of the
12 compliance documents. And I think
13 it is appropriate that we handle
14 this is two different motions
15 because we have two different
16 alleged violations; is that fair?
17 So I would first entertain a motion
18 on the issue of 2017 not having the
19 payroll number being met. I would
20 entertain a motion for that, and
21 I'm not even going to suggest what
22 the motion is.

23 MR. MOLLER:

24 Mr. Chairman.

25 CHAIRMAN JONES:

1 Yes, Mr. Moller.

2 MR. MOLLER:

3 I agree with what you said and
4 on the matter of the payroll
5 compliance I do agree that we're
6 setting a precedent and I want to
7 give this some more careful
8 thought. As the gentleman noted,
9 you know, he did sign a contract
10 but it also makes a lot of sense
11 that the idea that the jobs don't
12 all come in online on January 1st.
13 So I would move to defer on that
14 piece.

15 CHAIRMAN JONES:

16 Okay. We have a motion.
17 Second Mr. Simien. Any questions
18 or comments from the board on that?

19 (None indicated.)

20 CHAIRMAN JONES:

21 There being none, any comments
22 from the public?

23 MS. CALDWELL:

24 Yes, sir.

25 CHAIRMAN JONES:

1 Please come forward. Would you
2 state your name, please, for the
3 record?

4 MS. CALDWELL:

5 My name is Susan Caldwell, and
6 I'm from -- I'm a religious
7 educator at All Souls, Shreveport,
8 and a citizen of Bossier Parish,
9 and I actually came to testify on
10 another application, but I am
11 withdrawing my testimony from that
12 one and I would -- Mr. Organick
13 will be shocked by this, but I
14 would actually like to speak in
15 favor of granting this because he
16 has created the jobs. He has done
17 that. And so we think that a date
18 issue -- we will hold you to it on
19 compliance, we will, but we think
20 that a date issue should not be a
21 deal breaker here.

22 CHAIRMAN JONES:

23 Thank you. So we have -- any
24 other comments from the public?

25 (None indicated.)

1 CHAIRMAN JONES:

2 And the motion here is to defer
3 any action on the penalty for
4 failure to meet the 2017 payroll
5 requirements. Are we ready to
6 vote? I'm sorry, Ms. Bourgeois.

7 MS. BOURGEOIS:

8 Tam Bourgeois on behalf of the
9 board. Deferral, as I understand
10 that means we'll just defer until
11 the next meeting; is that the
12 intent? I just want to make clear
13 that.

14 CHAIRMAN JONES:

15 Okay. So we're deferring just
16 to the next meeting on that issue?

17 MS. BOURGEOIS:

18 That's the motion on the table
19 at this time.

20 CHAIRMAN JONES:

21 And we can defer it for a
22 longer time if -- I mean, I'm not
23 suggesting, but, Mr. Moller, does a
24 month give you the time you want?

25 MR. MOLLER:

1 I think so, yes.

2 CHAIRMAN JONES:

3 Okay. That will be the
4 December meeting; is that right?
5 Okay. So a deferral until the
6 December meeting on the failure to
7 meet payroll.

8 MR. USIE:

9 Can I just make a statement,
10 too, just so everyone's aware, that
11 that contract 20161891 would be
12 eligible for renewal if the company
13 sought Exhibit B's for the renewal
14 term, and that renewal will be due
15 December 31st. Just to put it out
16 there.

17 CHAIRMAN JONES:

18 I know, but what is the
19 significance of your point? Help
20 me understand.

21 MR. USIE:

22 That the company would be
23 paying a fee for renewal that they
24 may not have to if action was taken
25 today rather than a later time.

1 Because the company, in order to
2 renew this contract -- because if
3 they follow the 2017 Rules, the
4 Exhibit B's from the locals dictate
5 the number of jobs, the number of
6 payroll, and whether they can apply
7 for renewal.

8 CHAIRMAN JONES:

9 I'm not following the
10 significance. Help me out, I'm
11 sorry. Help me, again. If I'm not
12 following it, somebody else isn't
13 either.

14 MR. USIE:

15 It's just that the contract
16 20161891 is effective December 31st
17 of 2016, making the first five-year
18 term expiration 12/31/2021. So the
19 company, if they chose to would be
20 filing for renewal before the end
21 of the year.

22 CHAIRMAN JONES:

23 Okay.

24 MR. USIE:

25 I just want to put it out there

1 that it was up for renewal. I'm
2 trying to explain the entire
3 contract.

4 CHAIRMAN JONES:

5 I guess, what I'm not
6 understanding is --

7 MR. USIE:

8 So for 2017 Rules what makes it
9 different is the companies are
10 required to submit to LED Exhibit B
11 resolutions approving the term.

12 This contract, when it was
13 initially approved by the local was
14 only for five years. They didn't
15 give a renewal term. So if the
16 company wanted to renew this
17 contract, they would have to do so
18 by 12/31 of this year, and, also,
19 seek Exhibit B's from the parish
20 and the city in order to renew. I
21 just want put -- it would be a
22 tight deadline for the company, and
23 I just wanted to put it out there.

24 MS. COLA:

25 Just to be clear, are you

1 alluding to a timing issue for the
2 company so that when they apply
3 they would have a shorter time
4 period to apply to the
5 municipalities to get approval?

6 MS. CHENG:

7 It just might be a short time
8 period for them to -- say, y'all do
9 approve it, hypothetically, in
10 December, they would have a couple
11 weeks to get the approvals from the
12 locals should they want to renew,
13 and then they would renew.

14 CHAIRMAN JONES:

15 What keeps them from seeking
16 the renewal now?

17 MS. CHENG:

18 It would just be \$250 in fees
19 that they would not get back if
20 they didn't get those approvals.
21 It's just something to keep in
22 mind.

23 SECRETARY PIERSON:

24 The staff may be asking you
25 of this question. They've got to

1 go get resolutions from local
2 political subdivisions, and if
3 those elected officials ask them
4 are they currently in compliance,
5 and due to this deferral they don't
6 have an answer. If they get that
7 answer in a meeting in December but
8 it's going to really compress their
9 ability during the holidays, to
10 effect those local resolutions that
11 are required for the renewal.

12 DR. THOMPSON

13 Mr. Chair.

14 CHAIRMAN JONES:

15 Yes, ma'am.

16 DR. THOMPSON

17 Can we have a clarification of
18 the process by which an application
19 goes through approval? I'm new to
20 this.

21 CHAIRMAN JONES:

22 That would be helpful.

23 DR. THOMPSON

24 And I think the intent of this
25 particular rule is for locals to

1 have a voice. I'm actually more
2 concerned that it's being deferred
3 and that's there's no response. So
4 I would like a clarification, a
5 better understanding.

6 MR. USIE:

7 Yes. So for the 2017 Rules,
8 specifically, before an application
9 is presented to the board, the
10 companies are required to submit to
11 us Exhibit B resolutions from
12 whatever entities that choose to
13 approve, and then once those are
14 obtained, an Exhibit A agreement
15 outlining the jobs and payroll that
16 was provided by the locals is
17 executed and then presented along
18 with the application to the board.
19 And that's what took place for
20 these, when those Exhibit B's were
21 provided with the application, the
22 only entities that approved it for
23 five years at 100 percent were the
24 parish and the city. So if the
25 company did choose to seek renewal,

1 which they have the ability to do,
2 we would need new Exhibit B
3 resolutions stating the renewal
4 term of up to 80 percent for three
5 years.

6 CHAIRMAN JONES:

7 I don't see that as a problem.
8 I think the issue is as Mr. Pierson
9 said, is that the locals, they
10 don't know whether the company is
11 noncompliant or not. That's where
12 the problem is; is that right?

13 MR. USIE:

14 Yeah. I just wanted all the
15 facts about the contract that needs
16 to --

17 CHAIRMAN JONES:

18 I understand. That to me is
19 what the issue is, is that if we
20 defer then the locals, in their
21 mind, they're going to see chart
22 like this and they're going to go,
23 "Oh, they're not compliant, why
24 should I grant them a renewal?" Is
25 that -- has a light come on, have I

1 got it?

2 MR. USIE:

3 I think so, I just wanted to
4 clarify that these were older
5 contracts and that's why they were
6 being presented as the first batch,
7 intentionally because a lot of
8 these are going to be eligible for
9 renewal.

10 CHAIRMAN JONES:

11 Okay. So my great idea of
12 deferral is problematic. Yes, Mr.
13 Organick.

14 MR. ORGANICK:

15 Mr. Chairman, we will go ahead
16 and start that process if it
17 requires more local approvals for
18 the next --

19 CHAIRMAN JONES:

20 And I think that's obviously
21 something you need to do.

22 MR. ORGANICK:

23 Thank you, Mr. Usie, for
24 reminding me about that.

25 CHAIRMAN JONES:

1 The problem then, though, is if
2 the locals say, "But you didn't
3 comply with the first contract, why
4 should we renew it?" That's going
5 to be your issue. If you have more
6 guts than I, I would say, "Well,
7 you deferred to the board, and the
8 city, you didn't respond, so you
9 kind of dropped your candy in the
10 dirt, you know, you don't get to
11 say anything about." But that may
12 not be a good argument for somebody
13 with their hand out.

14 MR. ORGANICK:

15 I could be wrong, but I think
16 the locals like us, but with that
17 said, for compliance in 2021, which
18 is -- we haven't addressed that
19 here, yet, on the agenda, but we're
20 going to have a big problem there
21 because our -- we laid off eight
22 people -- excuse me -- five people,
23 six people, I'm sorry. And our
24 revenues went in half in the space
25 of a year due to the global crisis.

1 CHAIRMAN JONES:

2 Here in 2020?

3 MR. ORGANICK:

4 In 2020, yes. So we're going
5 to have other bigger problems to
6 deal with. I don't want the board
7 is thinking about that's going to
8 be.

9 CHAIRMAN JONES:

10 Well, we're just starting to
11 try to figure out what do we do
12 with COVID issues. Yeah. We don't
13 know yet, honestly. We may have
14 individual ideas, but as a board we
15 have not had to crack that nut,
16 yet. But at some point we will
17 have to.

18 Mr. Moller, it's your motion,
19 what do you think?

20 MR. MOLLER:

21 I think -- you know, on the
22 face of it, you know, as
23 sympathetic as I am, there's a
24 contract that was signed and it was
25 not lived up to, but I am, again,

1 very sympathetic to this and I'm
2 just -- I think we all -- like you
3 said, we are setting a precedent
4 here. And so, I think, I would
5 stick by my motion, but if somebody
6 has a better idea and if somebody
7 wants to set a precedent now, I
8 mean, go ahead.

9 CHAIRMAN JONES:

10 All right. Ladies and
11 gentlemen, we have a motion and a
12 second to defer action on the
13 payroll portion of the contract
14 reporting period for 2017. I'm
15 going to call for a vote. All in
16 favor say, aye.

17 (All indicated aye.)

18 CHAIRMAN JONES:

19 All opposed?

20 (None indicated.)

21 CHAIRMAN JONES:

22 Motion to defer carries. All
23 right. Now, we have the issue of
24 delayed filing. Do I have a motion
25 on the delayed filing?

1 MR. HOLLEY:

2 Mr. Chairman, I move that we
3 use the standard penalty if it was
4 less than one year, they lose the
5 tax abatement for that time period,
6 one year.

7 CHAIRMAN JONES:

8 Okay. We have a motion, do we
9 have a second?

10 MR. MOSS:

11 Second.

12 CHAIRMAN JONES:

13 A second from Mr. Moss. Any
14 comments or questions from the
15 public -- excuse me -- from the
16 board?

17 (None indicated.)

18 CHAIRMAN JONES:

19 Any comments from the public?

20 (None indicated.)

21 CHAIRMAN JONES:

22 All right. The motion is for a
23 one-year penalty on the project.

24 All in favor say, aye.

25 (All indicated aye.)

1 CHAIRMAN JONES:

2 Any opposition?

3 (None indicated.)

4 CHAIRMAN JONES:

5 Motion carries. Thank you, Mr.

6 Organick.

7 MS. BOURGEOIS:

8 Mr. Chairman.

9 CHAIRMAN JONES:

10 Yes, ma'am.

11 MS. BOURGEOIS:

12 Tam Bourgeois, again. Just a
13 point of clarification, the motion
14 was for one-year, so we have --
15 it's actually two applications, one
16 is the front-end, and one is the
17 Phase A. So I think we need to
18 clarify if the one-year penalty
19 applies basically one-year off of
20 each of those applications.

21 CHAIRMAN JONES:

22 There are five applications.

23 MR. USIE:

24 So there's two contracts.

25 CHAIRMAN JONES:

1 I understand.

2 MR. USIE:

3 20161891 and 20161891-A, if the
4 same contracts covers one project
5 at a site. 20161891 covers assets,
6 one machine that was placed in the
7 service in 2016. The 20161891-A
8 covers assets in the service in
9 2017. So if there's a penalty on
10 20161891 for filing late, in '18
11 and '19, that makes the 2017 one as
12 deferred expiration not 12/31/2021,
13 it's 12/31 of 2020, making the
14 renewal already late because it's
15 never been filed.

16 CHAIRMAN JONES:

17 Thank you, Richard. When in
18 doubt call my other lawyer.

19 MR. HOUSE:

20 Well, I -- just to -- my name
21 is Richard House, I'm a staff
22 counsel, and I was heavily involved
23 in drafting the initial executive
24 order. I think what that executive
25 order contemplated was two things.

1 Local participation in the process,
2 and as important, if not more
3 importantly, newer retained jobs
4 and the pledge that companies would
5 do that. And I think this board is
6 doing its duty, it has very
7 seriously considered the jobs
8 issues. I would respectfully note
9 that on the compliance issue, which
10 to me, for a lot of reasons, has
11 some thornier issues that come
12 from, it may be internal, external,
13 whatever. You had initially said,
14 let's defer that. And one my --
15 just as an observer, the roadway
16 that the penalty is applied for
17 late renewals, I like decisions
18 made on a case-by-case basis, and
19 it seems like you just stepped into
20 a situation where you're now
21 transferring that approach --
22 process to this process, where I
23 think we're talking about two
24 entirely different things.

25 And I want to go back to when I

1 came back here in 2016, one of the
2 things, before we ever got to what
3 the governor wanted to do, that I
4 noticed was that companies didn't
5 take this break benefit -- perhaps
6 some companies, not all companies,
7 but some companies did not take
8 this as seriously as they should
9 have in terms of what they needed
10 to do. And you see some of that
11 where somehow or another the staff
12 is all knowing and is supposed to
13 everybody everything, et cetera,
14 when we have a whole lot of
15 companies in Louisiana that have
16 vast staffs of people that do tax
17 law.

18 So, I guess, what I think that
19 we have done here and need to
20 continue to do on a case-by-case
21 basis is demonstrate the
22 seriousness and purpose with
23 respect to enforcing what the
24 governor wants, which is local
25 control -- local participation, not

1 control, participation. And newer
2 retained jobs in accordance with
3 the standards that are set and what
4 people commit to. And I think
5 you're doing that, and I would, you
6 know, since it passed unanimously,
7 somebody can move to reconsider,
8 but I really would strongly
9 recommend you take a look at
10 deferring that one as well.

11 CHAIRMAN JONES:

12 I always listen to my lawyer.

13 MR. HOLLEY:

14 I would be more than happy to
15 withdraw that motion if it's --

16 CHAIRMAN JONES:

17 Well, I think from a
18 parliamentary perspective, I think
19 Richard's right. I think the
20 proper motion is to reconsider, but
21 since we just acted and it was
22 unanimous, anybody who voted in
23 favor of it can call for
24 reconsideration. So I think I
25 would interpret Mr. Holley's motion

1 as a motion to reconsider.

2 MR. MOLLER:

3 I'll second.

4 CHAIRMAN JONES:

5 A second from Mr. Moller. Any
6 questions or comments from the
7 board about reconsidering the last
8 motion?

9 MR. HOLLEY:

10 Yeah. For the record, I did
11 intend only to address the one that
12 was late in filing, not both.
13 Thank you.

14 CHAIRMAN JONES:

15 All right. Great. Any
16 comments from the public about this
17 motion to reconsider our last vote?

18 (None indicated.)

19 CHAIRMAN JONES:

20 Seeing none. All in favor of
21 the motion to reconsider, say, aye.

22 (All indicated aye.)

23 CHAIRMAN JONES:

24 Any opposition?

25 (None indicated.)

1 CHAIRMAN JONES:

2 There is none. All right.

3 Now, we're back at square one on
4 the issue of late filing. And I
5 think the concept here -- and,
6 Richard, if I understood the
7 guidance you just gave us, it may
8 be rather than establishing a set
9 rule for -- because I have a
10 feeling that we're going to see
11 late filings, and there may be good
12 reasons for late filings. There
13 may be bad reasons for late
14 filings. But I think what you're
15 trying to say to us is that a one-
16 size-fits-all penalty may or may
17 not be appropriate; is that fair?

18 MR. HOUSE:

19 That's correct, and I think you
20 also have to take these issues in
21 their totality because you may have
22 some people that come up here that
23 pledge to hire 30 new people and
24 they've hired zero, but they filed
25 everything on time. Or you may

1 have someone like this company
2 that, at least, appears in the
3 years we're talking about to have
4 started off in one place and grown
5 in the way that we like to have
6 companies grow, but have problems
7 with late filings. I mean, I think
8 you may want to consider a total
9 approach, too, but, again, that's
10 one of the reasons you may want to
11 defer this because there are a lot
12 -- when we start discussing these
13 things, there are a lot of
14 different ways we can go. But I
15 think the important thing is that
16 we're making it clear, -- you had
17 the gentleman who owns the company
18 down in Shreveport to discuss this.
19 That's a situation that's desirable
20 from the standpoint of what the
21 board has been trying to accomplish
22 and what the governor wanted to
23 accomplish back in 2016. So I
24 think we're doing it the right way
25 by having a serious discussion and

1 it's ultimately up to y'all to
2 decide and it may be today that you
3 to decide.

4 CHAIRMAN JONES:

5 Well, the other thing that I
6 think we -- and really we mentioned
7 it, but in this situation, they
8 made a commitment to have salaries
9 of, whether it's 145 or 200, let's
10 say it was 200. Well, in 2019,
11 they had more than twice that. So
12 not only did they meet their
13 obligation, they more doubled their
14 obligation in payroll. And I
15 guarantee you, at some point in
16 time, whether it's today or next
17 month or six months from now, we're
18 going to have a company that they
19 promised 200,000 and they got 201.
20 And to treat those two companies
21 the same may or may not be
22 appropriate. Richard, I think
23 that's the guidance that you're
24 giving us. So totality of the of
25 the circumstances may be more

1 appropriate, and we can be, you
2 know, pharisaical about compliance
3 deadlines and filing deadlines, but
4 if you've got a company out there
5 working their tail off and hitting
6 the ball out of the park on
7 creating jobs and penalties and
8 then we slam them because they're a
9 month late, maybe we're getting
10 ahead of ourselves. Thank you.

11 Mr. Allain.

12 SEN. ALLAIN:

13 Thank you. Just for clarity.
14 The penalties that we have put
15 forth in the past were about
16 renewals, right? Complete renewals
17 of contracts. We're talking about
18 penalties for compliance reporting.
19 That's a whole different animal
20 that -- I mean, if I was in that
21 situation I think -- it's
22 completely apples and oranges, and
23 for us to tag it -- I mean, if
24 you're late two or three times,
25 maybe we should address it. But

1 the first time on a compliance
2 reporting I don't think comes to
3 the standards of that type of
4 penalty. And he has to go back and
5 renew with -- to get the local
6 approval, I don't know if it is
7 appropriate to waive the action and
8 call him in compliance and let him
9 go back and talk to the locals
10 about his renewal.

11 CHAIRMAN JONES:

12 That is an option.

13 SEN. ALLAIN:

14 I'll make that motion.

15 CHAIRMAN JONES:

16 We have a motion for no penalty
17 for --

18 MR. WARD:

19 I'll second.

20 CHAIRMAN JONES:

21 -- late filing; is that --

22 SEN. ALLAIN:

23 Put him in compliance.

24 CHAIRMAN JONES:

25 Okay.

1 MR. WARD:

2 I'll second.

3 CHAIRMAN JONES:

4 And we have a second from Mr.
5 Ward.

6 MS. CHENG:

7 Can I clarify real quick? On
8 what we're taking action on.

9 CHAIRMAN JONES:

10 Every time y'all want to
11 clarify, I get more confused.
12 Maybe it's just me.

13 MS. CHENG:

14 So there's two contracts,
15 there's technically two contracts
16 that you're looking at. But the
17 first three lines, that's three
18 years of reporting for the same
19 contract, and that's -- yes, with
20 the same due date, but that's the
21 same one contract that he's talking
22 about needing to be renewed. So
23 that's why we were concerned with
24 y'all taking each one of those up
25 one at a time.

1 CHAIRMAN JONES:

2 So you're saying that should be
3 two?

4 MS. CHENG:

5 No. This is first one is three
6 years of reporting, but it's one
7 contract.

8 CHAIRMAN JONES:

9 Okay. So the second two are
10 the second contract?

11 MS. CHENG:

12 Yes.

13 CHAIRMAN JONES:

14 So you're saying we should have
15 a motion on the first three and
16 then a second motion on the second
17 two; is that what you're saying?

18 MS. CHENG:

19 I don't think you should be
20 looking at them -- well, because if
21 you're taking the penalty on them
22 all separately, I feel like they're
23 not separate contracts.

24 MS. BOURGEOIS:

25 Right now, they're saying no

1 penalty.

2 SEN. ALLAIN:

3 She's not asking for a penalty.

4 MS. CHENG:

5 Yes.

6 SEN. ALLAIN:

7 We just want to put them into
8 compliance.

9 CHAIRMAN JONES:

10 Okay.

11 MS. CHENG:

12 The ones for '17 you're still
13 saying is deferred but that's that
14 same contract.

15 CHAIRMAN JONES:

16 That ship has sailed. We
17 deferred any compliance action or
18 have we?

19 MR. USIE:

20 So what we're trying to say is,
21 2017 was deferred. Right now,
22 y'all are taking action on '18 and
23 '19 for two contracts.

24 MS. BOURGEOIS:

25 What was deferred initially was

1 on whether or not the company gets
2 penalized for the lack of salary.

3 CHAIRMAN JONES:

4 Exactly, the payroll.

5 MS. BOURGEOIS:

6 So right now, what the board is
7 considering is no penalty for any
8 of these five late filings.

9 CHAIRMAN JONES:

10 That's what I thought. We're
11 not taking -- so Mr. Allain's
12 motion -- and correct me if I'm
13 wrong, as I understand it, is there
14 is going to be no penalty for late
15 filing?

16 SEN. ALLAIN:

17 And salaries, is what I
18 thought.

19 CHAIRMAN JONES:

20 No, we already had salaries,
21 it's late filings.

22 SEN. ALLAIN:

23 It's compliance reporting.

24 CHAIRMAN JONES:

25 Exactly.

1 SEN. ALLAIN:

2 But he did finally report.

3 CHAIRMAN JONES:

4 Exactly.

5 SEN. ALLAIN:

6 And he has created jobs in the
7 State of Louisiana.

8 CHAIRMAN JONES:

9 Mr. Moller.

10 MR. MOLLER:

11 So I want to come back to what
12 precedent we may be setting with
13 this and are telling everybody who
14 comes before us in the future that,
15 "If you file your compliance
16 reporting late, that there will be
17 no penalty from this board; is that
18 what we're saying?"

19 CHAIRMAN JONES:

20 Fair question. I can speak for
21 me. Again, if you looked at all
22 their other issues, this is a good
23 company doing what they're supposed
24 to be doing, and okay, it was a
25 little bit late, that's one thing.

1 You got a company that's got a
2 whole lot of other bucket of
3 issues, then late filing may be
4 where you want to make a stand.
5 That's the way I would look at it.

6 MR. MOLLER:

7 This isn't a comment on this
8 particular entity company.

9 CHAIRMAN JONES:

10 No. I think you're right to
11 ask the question.

12 MR. MOLLER:

13 We're not telling everybody
14 that you don't have to file your
15 documentation on time.

16 CHAIRMAN JONES:

17 I agree. Ms. Bourgeois, do you
18 have something to help us?

19 MS. BOURGEOIS:

20 Sure. Just a couple of
21 comments. I certainly agree that,
22 you know, letting compliance
23 deadlines slip on a consistent
24 basis can be problematic because we
25 -- the staff, we want them to

1 comply on a timely basis because
2 that's part of our process. But I
3 will say that the precedent that
4 you're setting here is for a
5 company with a contract that is now
6 three years into it, and that had
7 the same compliance due date for
8 five different years of reporting,
9 is six months late. That's the
10 precedent I think we need to focus
11 on that you're setting. So it's
12 not that one company came in --
13 this is your precedent. And so the
14 next company comes in and they are
15 eight months late on one year, you
16 might want to penalize them because
17 your precedent is different. And
18 so I think that's kind of what Mr.
19 House and I are trying to, you
20 know, suggest that you take each
21 one of these projects individually
22 and look at the circumstances, hear
23 what the company has to say, look
24 at what they're doing in addition
25 to what they're not doing right;

1 what they're not doing is not
2 reporting timely, what they are
3 doing is doubling what they said
4 that they were going to do in the
5 first place.

6 So, I guess, I just want to be
7 clear about what the precedent --

8 MR. MOLLER:

9 So if we're not opening
10 ourselves up to --

11 CHAIRMAN JONES:

12 Arbitrary and capricious.

13 MR. MOLLER:

14 Yeah.

15 CHAIRMAN JONES:

16 I don't want to be arbitrary
17 and capricious.

18 MR. HOUSE:

19 I think as long as you have a
20 full and fair exposition of the
21 issue, you're not being arbitrary
22 and capricious. I do think that's
23 a good question, but I think the
24 precedent with what has now been
25 passed -- well, I guess, it's now

1 been withdrawn, but what was -- the
2 precedence you were setting was
3 that there would be a "automatic
4 penalty" if you missed a compliance
5 date. So that might not be the
6 best precedent to set, particularly
7 when you're having a meeting where
8 nobody wants to set a precedent.
9 So I think there are very good
10 reasons why we don't want to set a
11 precedent. So I think, again, just
12 sort of -- I don't know that we're
13 saying -- it's ultimately up to the
14 board, but we all have a different
15 view of whatever precedent we think
16 there is including that there's no
17 precedent. That means that it's
18 hard to have a precedent.

19 CHAIRMAN JONES:

20 Mr. Fajardo.

21 MR. FAJARDO:

22 So one thing that I'm looking
23 at on this is local recommendation,
24 of course, I'm looking at the
25 school board and the sheriff

1 saying, "No exemption." Now, the
2 only reason the municipality is
3 because there was no response. But
4 if they come back and say, "No
5 exemption," does that mean the
6 recommendation to this board is to
7 say he gets nothing?

8 MS. CHENG:

9 He never had exemption in the
10 first place.

11 MR. FAJARDO:

12 Okay.

13 CHAIRMAN JONES:

14 There was no contract. There
15 was no contract.

16 MR. FAJARDO:

17 I'm just wondering, because I'm
18 looking at that assuming --

19 CHAIRMAN JONES:

20 Good point of clarification.
21 But you raised another point, Mr.
22 Fajardo, is that -- I would hope at
23 some level, at some point that the
24 local governments -- if you're
25 going to have local participation

1 then by gum participate. This I
2 will defer to the board stuff,
3 there's a word I want to call it
4 but would it be inappropriate for a
5 public meeting, it's chicken shit.
6 I mean, you know. This is big-boy
7 economic development folks, and if
8 you're going to participate, you
9 have these kind of decisions that
10 you have to consider and make
11 recommendations to this board. And
12 then if you're going to defer to
13 us, then sit back -- go back to the
14 cheap seats if you don't like the
15 result, you know, because this --
16 and I'm being way too pejorative
17 than I should be, but that's the
18 way feel. So I think where we are,
19 if we have recommendations from the
20 local government, we ought to
21 consider them, but in this case we
22 don't, then we figure out what we
23 think is right in this particular
24 situation. Okay. Mr. Ward.

25 MR. WARD:

1 Thank you. I mean, I know
2 we're talking a lot about setting
3 precedence and things like that,
4 but I think the real intention
5 should be to try and stay in
6 compliance with what the spirit of
7 the rules were intended for, which
8 is to make sure that the companies
9 are doing what they told us they
10 would do when we contracted with
11 them. Because you miss a filing
12 deadline does -- you're over
13 performing but you missed a
14 deadline, that doesn't mean that we
15 should let everybody do that, and
16 every circumstance can be
17 different.

18 But we're accomplishing the
19 goal that the rules were set in
20 place for, which is to take a look
21 and make sure that they're doing
22 what they said they were going to
23 do. And I think regardless of what
24 precedent may or may not be set, as
25 long as we stay with that in mind,

1 I think we can be okay going
2 forward.

3 CHAIRMAN JONES:

4 Mr. Pierson. Thank you, Mr.
5 Ward.

6 SECRETARY PIERSON:

7 You opened up with, "We're on
8 new ground here." And it's very
9 evident that we are. To Senator
10 Allain's point, there's two
11 different elements to this. He
12 called them "two different
13 animals." One is administrative
14 and one is performance. Now,
15 either one of those can put you
16 "out of compliance." What's
17 challenging for us at LED is we're
18 holding the radar gun and we're
19 saying, "You're out of compliance."
20 It has to come back to the board
21 and be appropriately reported,
22 that's our responsibility. And
23 then you as a board have to sort
24 out, was it administrative that
25 we're talking about it here, was it

1 performance. I think each one of
2 these, as Mr. House has point out,
3 is going to be different, and
4 you're going to have take them on a
5 case-by-case basis and if that
6 means inserting into your decisions
7 that this decision does not
8 specifically exclude that it is
9 precedent setting, that it is based
10 on the unique set of circumstances
11 that were examined by LED
12 administration and the board on
13 that date and that this particular
14 board's makeup. And those things
15 can all change. But I don't think
16 you're going to get to a point of
17 clarity without doing a great deal
18 of harm in trying to adopt a
19 precedence setting approach to
20 this.

21 CHAIRMAN JONES:

22 Dr. Thompson.

23 DR. THOMPSON

24 I'd like to make a statement to
25 the point of local participation

1 and to what Mr. Jones was alluding
2 to. I am in full support of local
3 participation. If an entity is
4 going to defer to this board, I
5 would like to set the expectation
6 that there will be representatives
7 in front of this board if we have a
8 deferral, so that we understand the
9 reason that it's being sent back up
10 to this board.

11 CHAIRMAN JONES:

12 That's a fair point.

13 DR. THOMPSON

14 I agree, completely, with Mr.
15 Jones in that this is big-boy
16 economic development and we need
17 full participation by our locals in
18 this process.

19 CHAIRMAN JONES:

20 Thank you. Yes, Mayor Toups.

21 MAYOR. TOUPS:

22 As a representative of local
23 government, and maybe I should have
24 spoken before, but possibly the
25 deferral to the board is because

1 they really do not know --

2 DR. THOMPSON

3 I understood.

4 MAYOR TOUPS:

5 -- what penalties, because they
6 don't want to do anything that
7 they're going to -- that would hurt
8 the company that's doing what
9 they're saying should be done. So
10 I think the deferral to the board,
11 honestly, probably means they are
12 okay with it. I can't speak for
13 them, but a no response, what that
14 brings to me is, how do we
15 communicate to the municipalities,
16 to the parish governments, to the
17 sheriffs, to the school boards --
18 how do we communicate with them
19 that this is a problem. Just like
20 in ITEP when it's under the new
21 rules, we -- this process was
22 before, in 2017, if I understand
23 right, now, the rules we -- the
24 board votes on it and we send it to
25 the locals. So it was a little

1 reverse before. So, I mean, it is
2 a little confusing to everybody,
3 but the communication part to the
4 local municipality, that was what
5 my concern was on that.

6 CHAIRMAN JONES:

7 Thank you, Mayor.

8 DR. THOMPSON

9 May I clarify --

10 CHAIRMAN JONES:

11 Sure.

12 DR. THOMPSON

13 -- on my statement? I need the
14 information on why it's being
15 deferred to the board. That is a
16 point, I don't want to presume that
17 they're okay with it, or that they
18 disagree. I think some form of
19 either participation at this
20 meeting or some form of
21 communication of why it's being
22 deferred in extraordinarily
23 important. I'm not going to
24 presume.

25 MAYOR TOUPS:

1 And if I may, I agree
2 wholeheartedly with that because my
3 question to them would have been,
4 "Did they give a reason why they
5 deferred it to the board?" So,
6 yes.

7 CHAIRMAN JONES:

8 I'm letting the discussion go
9 far field from the motion mainly
10 because this is new to all of us.
11 And I think as the board is
12 wrestling with these issue, which
13 we should be -- I think we are
14 doing exactly what we ought to be
15 doing is trying to flush out how
16 this is going to work because we've
17 never done it before. But one
18 thing I will say, I know we have
19 representatives of both the Police
20 Jury Association and the LMA, and
21 maybe there is some sort of
22 communication that we need to have
23 with the locals and I'm not sure
24 that that's the best voice for
25 that, but we need to communicate to

1 them is that when they respond to
2 these compliance issues, if they
3 could put a little bit more meat on
4 the bones about what's going on.
5 If the local government has an
6 opinion at all; is this a good
7 company, is this bad company? You
8 know, then I think it would be very
9 helpful for this board as we
10 consider the -- what, Mr. Moller?

11 MR. MOLLER:

12 Mr. Chairman, I think you're
13 exactly right, and building on what
14 you said and what Dr. Thompson
15 said, I would like to have an
16 understanding of what kind of
17 public input and what kind of --
18 how public the process was at the
19 local level for arriving at their
20 recommendation. You know, these
21 are public tax dollars that we're
22 talking about, and at the local
23 level, you know, that funds
24 schools, police, everything, and I
25 would like to understand, you know,

1 was there a public meeting, was
2 this posted on an agenda, did
3 people have a chance at the local
4 level to come and voice their
5 opinion. And so, you know, was the
6 directive from the local government
7 informed by the public.

8 CHAIRMAN JONES:

9 I think that's an excellent
10 point as well. Open meetings are
11 still open meetings and these
12 decisions should be made formally
13 in an open meeting process. Ms.
14 Bourgeois, I'm sorry. Let me go to
15 Ms. Bourgeois, she's been trying to
16 get my attention. I probably said
17 something wrong, and she's wanting
18 to correct me.

19 MS. BOURGEOIS:

20 In your packets was a letter
21 from Caddo Parish Administrator
22 Erica Bryant. I guess, just to
23 give a little edification. What
24 happened is we took careful time
25 and attention to the notices that

1 go out to the local entities
2 explaining to them exactly why we
3 think the company is not compliant,
4 whether it's for jobs, payroll,
5 and/or being late. We also try to
6 make it very clear what their
7 options are. "Whatever your public
8 meeting law requires, please do
9 that and get back to us with
10 whether you recommend no penalty,
11 whether you recommend a penalty or
12 you either don't respond or defer
13 to the board."

14 In this case, we got a letter
15 from the administrator thanking us
16 for following the noncompliance
17 issues. They had been in contact
18 with the officials from Inferno,
19 and they have provided satisfactory
20 explanations for the issues in
21 questions, the majority of which
22 related to late filings. They
23 attached Inferno's explanation,
24 which you heard here today. And
25 then they say, "We would like to

1 defer any decision or actions
2 regarding this matter to the Board
3 of the Commerce and Industry with
4 consideration that the Parish of
5 Caddo fully endorses Inferno's
6 participation in the program.
7 Thank you for notifying our office
8 of these potential deficiencies,
9 and please keep us advised of
10 future development."

11 CHAIRMAN JONES:

12 I think that last statement is
13 important to me. To me, at least.
14 Here you have a local government
15 entity that fully supports the
16 company and that is meaningful
17 information. So maybe we need to
18 figure out a way -- because not all
19 of us are going to read the packets
20 front to back. We should, but we
21 don't. And so it would be helpful,
22 perhaps, in the future that we have
23 a little bit more meat on the bones
24 from what's coming from the locals.
25 Yes, Mr. Simien.

1 MR. SIMIEN:

2 Please accept my patience, this
3 is my first meeting, I'm trying to
4 make sure --

5 CHAIRMAN JONES:

6 And I didn't welcome you at
7 all. Forgive me, Mr. Simien. I
8 apologize for that. Normally, I
9 try to welcome our new members and
10 so it's great to have you with us.

11 MR. SIMIEN:

12 Thank you. It looks like with
13 this company, we're dealing with
14 two applications and two contracts.
15 Are both of them going to have to
16 renew at the end of the year, or is
17 it only one?

18 MS. BOURGEOIS:

19 Just the first one has to renew
20 at the end of this year. It's two
21 different contracts, but it's the
22 same project. And so in 2017 the
23 first round of assets related to
24 that project were eligible to be
25 taxed. And then they finished the

1 project in 2017, which would make
2 those assets eligible for exemption
3 or taxation in 2018. And so you
4 have to have an exemption that goes
5 along with each year that assets
6 are placed in service.

7 MR. SIMIEN:

8 And so if we're concerned about
9 making sure that there's compliance
10 with the filing requirements, we
11 can waive on one because the
12 unintended consequences would be
13 that that application cannot be
14 renewed but we still assess against
15 the other just to make sure that we
16 make it clear that we're not going
17 to tolerate late filings. And
18 that's just a solid solution to
19 this kind of precedent where you're
20 not arbitrary and capricious, but
21 you actually have an explanation as
22 to how you're looking at the
23 totality. You don't want to kick
24 somebody out, not letting them be
25 able to reapply, but you could

1 still say because it's two
2 contracts, we'll assess for this
3 because that's more in line with
4 the intent of the program.

5 CHAIRMAN JONES:

6 Mr. Allain.

7 SEN. ALLAIN:

8 Back on my motion.

9 CHAIRMAN JONES:

10 It's all about you.

11 SEN. ALLAIN:

12 For clarification, I'm made the
13 motion that this is a good company,
14 it's got support of the locals,
15 these circumstances are meant for
16 this situation, not to set a
17 precedent, and with that I'd like
18 to call the question.

19 CHAIRMAN JONES:

20 Question has been called, and
21 the motion is to take no penalty on
22 any late filing issue in this case;
23 is that correct?

24 SEN. ALLAIN:

25 And to put them back into

1 compliance on those issues.

2 CHAIRMAN JONES:

3 Correct. All right.

4 Question's been called, any
5 objections to the question?

6 (None indicated.)

7 CHAIRMAN JONES:

8 There being none, all in favor
9 say, aye.

10 (All indicated aye.)

11 CHAIRMAN JONES:

12 Any opposition?

13 (None indicated.)

14 CHAIRMAN JONES:

15 There is no opposition, the
16 motion carries. Well, that was
17 fun. All right. Let's move to the
18 next one. We still have three more
19 to go, or actually two more to go.
20 Mr. Usie.

21 MR. USIE:

22 The next contracts follow the
23 2018 Rules. We have two contracts.
24 20170103 and 20170103-A, for
25 A.O.U.O.P.S., Inc., that are

1 noncompliant. The contracts cover
2 one project at the site. 20170103
3 covers assets placed in service in
4 2017, and 20170103-A covers assets
5 placed in service in 2018. The
6 Exhibit A required a ramp-up in
7 payroll, so five jobs and 50,000 in
8 payroll was required for the 2018
9 reporting period. Only four jobs
10 were created, but the payroll was
11 met.

12 And for the 2019 and 2020, they
13 required five jobs with 125,000 in
14 payroll. However, the company did
15 not create nor maintain the
16 required jobs and payroll for those
17 years.

18 The local governmental
19 entities, police jury, school
20 board, and sheriff, all recommended
21 defer any decision or action to
22 BC&I and the company is not within
23 the city limits.

24 CHAIRMAN JONES:

25 And we had no late filings?

1 MR. USIE:

2 They were timely filings.

3 CHAIRMAN JONES:

4 So timely filed. Okay. I'm

5 going to go ahead and ask, do we

6 have someone here from

7 A.O.U.O.P.S.? Anybody here from

8 the company? You're kidding.

9 Because I have a lot of questions

10 for the company. First of all,

11 let's go to -- I'd like to hear

12 what the locals who deferred to us,

13 what they have to say.

14 MS. CHENG:

15 From the police jury we got a

16 letter saying, "Dear Mr. Usie, I'm

17 in receipt of your letters dated

18 July 29, 2021, and August 13, 2021,

19 concerning the above reference

20 contract for A.O.U.O.P.S., Inc.

21 This letter is to notify you that

22 the East Carroll Parish Police Jury

23 would like to defer any decision or

24 action on the company's

25 noncompliance to the Louisiana

1 Board of Commerce and Industry. If
2 you require any additional
3 information, please feel free to
4 contact my office at (318)555-2256.
5 Sincerely, Randy Walters,
6 President."

7 And we got a letter from the
8 East Carroll Parish School Board.
9 "Dear Mr. Usie, I'm in receipt of
10 your letters dated July 29th and
11 August 13, 2021, concerning the
12 above referenced contract for
13 A.O.U.O.P.S., Inc. This letter is
14 to notify you that the East Carroll
15 Parish School Board would like to
16 defer any decision or action on the
17 company's noncompliance to the
18 Louisiana Board of Commerce and
19 Industry. If you should require
20 any additional information, please
21 feel free to contact my office at
22 (318)559-2218, extension 2019.
23 Sincerely, Megan Brown,
24 Superintendent East Carroll Parish
25 Schools."

1 And a letter from the East
2 Carroll Parish Sheriff. "Dear Mr.
3 Usie, I'm in receipt of your
4 letters dated July 29th, 2021, and
5 August 13, 2021, concerning the
6 above referenced contract for
7 A.O.U.O.P.S., Inc. This letter is
8 to notify you that the East Carroll
9 Parish Sheriff's Office would like
10 to defer any decision or action on
11 the company's noncompliance to the
12 Louisiana Board of Commerce and
13 Industry. If you should require
14 any additional information, please
15 feel free to contact my office at
16 (318)559-2071. Sincerely, Wydette
17 Williams, Sheriff East Carroll
18 Parish."

19 CHAIRMAN JONES:

20 All right. Ladies and
21 gentlemen, again, anyone here from
22 the company?

23 (None indicated.)

24 CHAIRMAN JONES:

25 We have a situation here where

1 apparently both the company and the
2 local government is deferring to
3 this board. So the world is our
4 oyster, ladies and gentlemen.
5 What's your pleasure, because
6 honestly when I saw this -- what I
7 thought this was going to be a
8 discussion of the effects of COVID.
9 I thought -- because their job
10 situation was one way in 2018, then
11 2020 was something else entirely.
12 So I thought this was going to be
13 our first opportunity to explore
14 the impact of COVID. But I don't
15 know that now. Ms. Bourgeois, do
16 you have something for me?

17 MS. BOURGEOIS:

18 No, sir. I checked with staff,
19 and they haven't had any direct
20 dialog with the company. There was
21 some, I know, some reporting in the
22 media, but that's why I think we
23 were expecting that they would be
24 here.

25 CHAIRMAN JONES:

1 And we have they knew this was
2 going to be on the agenda, there's
3 no question about that; is that
4 correct?

5 MR. USIE:

6 Correct. The e-mails were sent
7 out about two and half weeks before
8 the date, telling them the date and
9 that it was highly recommended that
10 a representative attend.

11 CHAIRMAN JONES:

12 And they --

13 MR. USIE:

14 It was sent to the company and
15 the consultant.

16 CHAIRMAN JONES:

17 Okay. And they never
18 responded?

19 MR. USIE:

20 I did not get a response. No,
21 sir.

22 CHAIRMAN JONES:

23 Okay. Uncharacteristic of my
24 upbringing, I'm going to recommend
25 that we exercise caution here,

1 rather than I want to teach them
2 lesson. That's what I want to do
3 is I want to teach them a lesson.
4 But I think that I would ask the
5 board to consider is deferring this
6 action till the December meeting
7 with explanations from the staff to
8 the company that they have been
9 given one free bite of the apple,
10 if they do not take a second bite
11 of the apple, it will not go well
12 for them.

13 MR. NASSAR:

14 I'll do that.

15 CHAIRMAN JONES:

16 Is that fair? We have a motion
17 from Mr. Nassar, second from Mr.
18 Fajardo. Any questions or comments
19 from the board?

20 (None indicated.)

21 CHAIRMAN JONES:

22 Any comments from the public?

23 Yes, sir. Please state your name
24 for the record, please.

25 MR. MORELAND:

1 My name is Rick Moreland, and
2 I'm a volunteer with
3 Together Louisiana. I live at 1723
4 Blouin Avenue here in Baton Rouge.
5 I will be brief. First, I'm here
6 to thank the board for checking
7 whether ITEP companies are keeping
8 their contractual promises on job
9 creation. Promises for which they
10 have been handsomely rewarded in
11 tax exemptions.

12 Second, I ask that you please
13 hold them to those same contractual
14 promises, especially when you may
15 be setting precedence. In a room
16 full of representatives of
17 companies who receive these
18 exemptions or hope to receive these
19 exemptions, holding them to their
20 promises might be represented as a
21 punishment or penalty, but let me
22 remind you that this is not a
23 punishment or penalty. It is
24 simply the withholding of a special
25 benefit that the other 98 percent

1 of businesses in Louisiana never
2 had in the first place.

3 Companies who are not in
4 compliance with their contracts for
5 these exemptions, not in compliance
6 for whatever reason, should not
7 receive this extra benefit from
8 making promises they have not
9 fulfilled. They should pay the
10 same property taxes that the other
11 98 percent of businesses have been
12 paying all along.

13 You called it "big-boy
14 economics," I would call it "simple
15 fairness." Thank you.

16 CHAIRMAN JONES:

17 Thank you. Any other comments
18 from the public? Yes, sir. Please
19 state your name for the record,
20 please.

21 MR. HUDSON:

22 My name is Tyler Hudson, I live
23 here in East Baton Rouge Parish,
24 13402 Wilson Wade Drive. And I
25 just wanted to make a brief comment

1 about the letter that goes out
2 around the noncompliance to the
3 locals. In looking at the letters
4 that came here to East Baton Rouge,
5 the very first option that is given
6 on the letters says, "To defer to
7 LED." So the option first is to
8 defer, and then it says, "Or you
9 can make a decision on yourself --
10 a decision for yourself or" -- and
11 I'm paraphrasing -- or you can
12 negotiate with the company. So
13 around the question and around
14 economic development of whether the
15 locals are taking this serious for
16 local control, the first option is
17 actually to defer. And so to me I
18 would say that that might be the
19 best option, because that's the
20 first one listed. So I would say
21 that maybe we need to rethink how
22 we're posing the options to the
23 locals so that way the local bodies
24 can really make the best decision
25 for themselves.

1 CHAIRMAN JONES:

2 It's an excellent point.

3 Excellent point, and we may want to
4 consider redrafting that letter.

5 Any other comments from the public?

6 Just state your name for the
7 record, please.

8 MR. JAMES (PHONETIC):

9 My name is Edward James, I'm
10 with the Together Louisiana. And
11 I'm just here to say -- and I wish
12 you guys were on the board with the
13 IRS, so if I wasn't in compliance,
14 I can get some things delayed and
15 not have to live up to what I know
16 what I should be doing.

17 CHAIRMAN JONES:

18 There's guys advertising on the
19 radio everyday saying they could
20 get you out of those deals, you
21 need to talk to them.

22 MR. JAMES:

23 Well, I don't trust them
24 either.

25 CHAIRMAN JONES:

1 I'm sorry.

2 MR. JAMES:

3 No. No. I understand. But
4 you know the executive order set,
5 the governor's executive order,
6 certain criteria and standards that
7 should be met. And it's sort of
8 cut and dry. And if they're not
9 met, then we should not allow the
10 exceptions, otherwise we'd be
11 watering down. We are almost
12 putting aside the spirit of the
13 executive order was to hold
14 companies liable.

15 And two other points I'd like
16 to make. I heard the statement,
17 the executive -- or local
18 participation. I'd say local
19 control is more than participation.
20 Participation, then comes control.
21 It should be in the hands of the
22 locals to decide what if any
23 exemptions that they are willing to
24 give. And in hearing testimony
25 not just here today, but in

1 previous meetings when we assess or
2 take away like a year of the
3 exemption, for whatever
4 reason, like the renewals if
5 they're late. My question is, who
6 makes sure that that property for
7 that year goes on the tax roll?
8 Then that company should be paying
9 a hundred percent of the ad valorem
10 for the years that they are
11 exempted, that you didn't grant the
12 exemption. You cannot be -- either
13 have an exemption or having to be
14 on the tax roll. You cannot be in
15 the cloud someplace. And that's an
16 issue. These are not just for the
17 renewals and everything, but once
18 the exemption is over, the property
19 -- most times will appear back on
20 the tax rolls.

21 But we should stick to what the
22 rules are, the contracts are, and
23 it seems like there's an issue of
24 companies and even the board,
25 understanding exactly what the

1 rules should be. So it seems like
2 we need to go back to the drawing
3 table, and we need to address the
4 issues that are coming up. And I
5 think the most -- the best way to
6 do it is maybe not at the board
7 meeting but with Mr. Pierson, what
8 we did before, we had meetings to
9 talk about the rules where the
10 stakeholders, everybody had some
11 input, and could provide their
12 ideas.

13 So let's stick with what the
14 executive order, the spirit of it,
15 and what the intention of it was,
16 and that was for job creations and
17 economic development. If you can't
18 do what you said you're going to
19 do, then you shouldn't reap the
20 benefits of it. And, you know, I'm
21 not an attorney, but these
22 companies they have legal advice,
23 they have staff that it should be
24 their job, like they applied for
25 the exemption, it should be their

1 job to make sure any rules and
2 regulations or data or reports
3 should be submitted on a timely
4 fashion. And we not just slap them
5 on their hands, wrist, or turn out
6 heads.

7 Thank you. And I just hope we
8 stick to the spirit of the
9 executive order.

10 CHAIRMAN JONES:

11 Thank you, Mr. James. One
12 comment before you go. Because I
13 can't let your comment pass. As
14 Mr. House indicated, it's not local
15 control. The Louisiana
16 Constitution is crystal clear on
17 that. On the ITEP Program,
18 especially -- or actually on the
19 ITEP Program, it's the governor and
20 this board. The fact that the
21 locals have been allowed to
22 participate, interestingly enough,
23 if you go back and read the
24 transcripts from the Constitutional
25 Convention of 1974, local control

1 was actually put before the
2 Louisiana Constitutional Convention
3 in 1974 and they voted it down by
4 two-thirds vote. And the governor
5 has put it back through his
6 executive order, and this board has
7 implemented the rules that
8 implement that public participation
9 -- or excuse me -- local
10 participation. But it is
11 participation. And at the end of
12 the day it's still with the board
13 and the governor.

14 MR. JAMES:

15 Yeah. I --

16 CHAIRMAN JONES:

17 I just didn't want anybody to
18 misinterpret your comments as
19 being --

20 MR. JAMES:

21 -- appreciate that, as I said
22 I'm not a lawyer, and I appreciate
23 that legal advice that --

24 CHAIRMAN JONES:

25 I am a lawyer.

1 MR. JAMES:

2 Yeah, I know, but it's my
3 understanding, though, the
4 governor's intent was to not
5 approve any application until and
6 unless the locals had a voice and a
7 say. Thank you, sir.

8 CHAIRMAN JONES:

9 All right. Have we voted to
10 defer?

11 MR. MOLLER:

12 We have not voted.

13 CHAIRMAN JONES:

14 We have not voted. Okay. Mr.
15 Moller, did you have a comment.

16 MR. MOLLER:

17 Just for the sake of argument,
18 if we were to deny this, the
19 company could still come back and
20 appeal, right?

21 CHAIRMAN JONES:

22 Ms. Bourgeois.

23 MS. BOURGEOIS:

24 You mean if you were to assess
25 a penalty against the company?

1 MR. MOLLER:

2 Yeah. Well, what are options
3 beyond deferral?

4 MS. BOURGEOIS:

5 I think it's deferral,
6 penalize, or not penalize.

7 CHAIRMAN JONES:

8 Or we -- I mean, what's the
9 penalty? Cancel the contract. I
10 mean, you can go that far with it.
11 You can cancel the contract.

12 MR. MOLLER:

13 If we cancel -- this is a
14 company that, you know, promised to
15 create jobs, it appears they didn't
16 create any jobs, and it appears --
17 and they haven't come here to
18 explain the circumstances of why
19 they didn't create any jobs. And
20 we're saying, "Well, take another
21 month or two months and maybe
22 they'll come back and tell us." I
23 just wondered if we were to cancel
24 the contract, would they have the
25 ability to come appeal?

1 MS. BOURGEOIS:

2 I think so.

3 CHAIRMAN JONES:

4 Well, even if -- I'd have to go
5 back to the resolution where we set
6 up this whole appeal concept, I
7 don't remember whether this falls
8 into that or not. But whether it's
9 an appeal or not, under Robert's
10 Rules, I believe if they were to
11 show up at the next meeting and to
12 complain about the action, if there
13 was a motion to reconsider -- just
14 like we did, if there was a motion
15 to reconsider it could be taken at
16 the next meeting, if that was the
17 will -- it would be up to the will
18 of the board at that point. So
19 that is an option.

20 MR. MOLLER:

21 I would then respectfully make
22 a substitute motion that we cancel
23 this contract and then if they want
24 to come back in December and ask
25 for a motion to reconsider, I'd be

1 happy to listen to them.

2 MR. HOLLEY:

3 I'll second that motion.

4 CHAIRMAN JONES:

5 We have a motion to and -- who
6 were my original motions.

7 MS. SIMMONS:

8 Nassar and Fajardo.

9 CHAIRMAN JONES:

10 Okay. Did you make a motion to
11 defer? Would you accept a
12 substitute motion?

13 MR. NASSAR:

14 Yes, sir.

15 CHAIRMAN JONES:

16 Okay. Mr. Nassar will accept
17 it. Who was the second? Was it
18 you Mr. Fajardo? Would you accept
19 the substitute motion?

20 MR. FAJARDO:

21 I'll accept.

22 CHAIRMAN JONES:

23 All right. So we have a
24 substitute motion that cancels the
25 contract. That's it.

1 DR. THOMPSON

2 Okay.

3 MR. USIE:

4 There's two contracts.

5 CHAIRMAN JONES:

6 There's two contracts. Thank
7 you. So is the motion to cancel
8 both contracts?

9 MR. MOLLER:

10 Yes.

11 CHAIRMAN JONES:

12 The motion is to cancel both
13 contracts.

14 SEN. ALLAIN:

15 Discussion?

16 CHAIRMAN JONES:

17 Absolutely. Okay. Questions
18 or comments from the board. Mr.
19 Allain.

20 SEN. ALLAIN:

21 I'll go back to your initial
22 comments, we shouldn't -- I mean,
23 cancelling the contract altogether
24 seems a bit harsh. Teaching them a
25 lesson, going back to the original

1 comments. I thought that deferral
2 was the better option and at least
3 give them a chance to explain
4 themselves.

5 CHAIRMAN JONES:

6 And for the record I agree with
7 you.

8 SEN. ALLAIN:

9 Okay.

10 CHAIRMAN JONES:

11 But that's the number we are
12 right at this moment. Ms.
13 Bourgeois.

14 MS. BOURGEOIS:

15 Mr. Chairman, the board needs
16 to also understand that the
17 compliant in 2019, so they did
18 create the jobs in 2019 that they
19 said they were, with the
20 corresponding payroll. And then I
21 think what happened is in 2020, for
22 whatever reason, they laid off
23 people and no longer had those
24 additional new five jobs.

25 CHAIRMAN JONES:

1 And, again, that's why I
2 thought this was going to be our
3 first COVID discussion, and guys
4 I'm not advocating that COVID is
5 going to be an exception for every
6 noncompliance, but I think it's
7 something we ought to hear. 2020
8 and most of 2021 have been bizarre
9 on steroids. In any event, that's
10 why I would like to hear from this
11 company to find out what happened.
12 And frankly, your way is one way to
13 get their attention. That's one
14 way to get their attention. Mr.
15 Fajardo.

16 MR. FAJARDO:

17 I think that's what he was -- I
18 think that's what the motion was
19 for, to see if they would actually
20 respond to that. But you're saying
21 that they did comply with the jobs.

22 MS. BOURGEOIS:

23 In 2019. And I think, too, we
24 need to be clear that if
25 cancellation is the course of

1 action, that you intend for it to
2 br prospective, not retroactive.

3 MR. MOLLER:

4 Yeah.

5 CHAIRMAN JONES:

6 Thank you for that
7 clarification, because that is an
8 important clarification.

9 MR. MOLLER:

10 Yeah, absolutely.

11 MS. BOURGEOIS:

12 Especially, since they were
13 compliant in 2019.

14 CHAIRMAN JONES:

15 We have a motion for
16 cancellation.

17 SEN. ALLAIN:

18 Would you consider, if they
19 don't show up next time, at the
20 next board meeting, that then we
21 would cancel the contract, can we
22 communicate that to them, then at
23 least have a chance to hear from
24 them?

25 MR. MOLLER:

1 I would consider that, yeah.

2 SEN. ALLAIN:

3 Would you modify your motion?

4 MR. MOLLER:

5 I modify my motion and say if
6 they do not show up, then it's
7 cancelled.

8 CHAIRMAN JONES:

9 Okay. So now we have another
10 substitute -- pull out my Robert's
11 Rules and read it again. Okay. We
12 have another substitute motion that
13 basically, this action is going to
14 be deferred -- that this action
15 today is going to be deferred with
16 an explicit communication to the
17 company that if they are not here
18 at the December meeting to explain
19 what's going on, cancellation will
20 then be on the table.

21 MR. MOLLER:

22 That's correct.

23 CHAIRMAN JONES:

24 Is that acceptable to you?

25 MR. MOLLER:

1 Yes. I would make that
2 substitute motion.

3 CHAIRMAN JONES:

4 Mr. Holley, you were the
5 second, do you accept the
6 substitute?

7 MR. HOLLEY:

8 I reluctantly do so.

9 CHAIRMAN JONES:

10 All right. Okay. Guys, this
11 is sausage being made. Any
12 questions or comments from the
13 board on the motion which is now to
14 defer with the company being
15 clearly warned that cancellation
16 will be on the table if they are
17 not here at the December meeting?

18 Ms. Thompson.

19 DR. THOMPSON

20 Can we talk about the method in
21 which they are notified by a
22 certified letter so that we know
23 that they actually received the
24 communications, and not just in an
25 e-mail.

1 CHAIRMAN JONES:

2 I think that's -- I'm glad you
3 made the point because I know e-
4 mail is the communication of choice
5 for many people, but it -- it sure
6 makes me nervous.

7 MS. CHENG:

8 When we e-mail we send it with
9 a read receipt, but we will certify
10 mail for this specific one, also.

11 CHAIRMAN JONES:

12 Thank you. All right. Any
13 questions or comments before we
14 vote on the motion to defer with
15 communication of cancellation?

16 (None indicated.)

17 CHAIRMAN JONES:

18 Any comments from the public?
19 Sir, I know you were trying to come
20 down earlier, did you -- or ma'am.
21 I'm sorry. I can't tell behind the
22 mask, I apologize.

23 MS. JARRELL:

24 The issue is past.

25 CHAIRMAN JONES:

1 Oh, okay.

2 MS. JARRELL:

3 I don't want to derail your
4 projects.

5 CHAIRMAN JONES:

6 Thank you, very much. All
7 right. All in favor say, aye.

8 (All indicated aye.)

9 CHAIRMAN JONES:

10 Any opposition?

11 (None indicated.)

12 CHAIRMAN JONES:

13 There being no opposition, the
14 motion carries. All right. Now, I
15 think this is one project, although
16 under two different names; is that
17 correct?

18 MR. USIE:

19 Yes. It's one contract,
20 20190070, for A.W. Chesterton
21 Company, and one contract for
22 20190029, for J&R Juneau, LLC. J&R
23 Juneau is the owner of the building
24 portion, and A.W. Chesterton owns
25 the assets that are housed in the

1 building. So it's one project at
2 the same site, and they share an
3 Exhibit A agreement.

4 CHAIRMAN JONES:

5 In this situation, am I'm
6 understanding they met neither job
7 nor payroll obligations.

8 MR. USIE:

9 So for the 2020 reporting
10 period, three new jobs with 195,000
11 in payroll was required to be
12 created and maintained. But no new
13 jobs and no new payroll was created
14 or maintained for that reporting
15 year.

16 CHAIRMAN JONES:

17 Plus they were late.

18 MR. USIE:

19 The compliance documents were
20 due April 30th of 2021, and not
21 received until July 28th of 2021.
22 So they were considered late. And
23 the parish, the school board, the
24 sheriff, and the city all made
25 recommendations to take no action

1 at the local level and defer any
2 decision or action to the Board of
3 Commerce and Industry.

4 CHAIRMAN JONES:

5 Do we have correspondence from
6 the local government? Ms. Cheng,
7 I'm not going to ask you to read
8 each letter into the record unless
9 there is something of more than "I
10 defer" in it.

11 MS. CHENG:

12 They mentioned that they had
13 discussion. They did also provide
14 the minutes from their meeting. I
15 don't think you want me to read
16 those.

17 CHAIRMAN JONES:

18 No. Unless -- again, what my
19 goal here is to find out what the
20 sentiment of the local government
21 is. Do they think this a good
22 company doing their job? Do they
23 think this is a company that
24 they're also having all sorts of
25 problems with them at a local

1 level? That to me is good
2 information.

3 MS. BOURGEOIS:

4 If I may, Mr. Chairman, there's
5 a letter from Sheriff Edmonson that
6 kind of talks through the local
7 process.

8 CHAIRMAN JONES:

9 Okay. That would be helpful.

10 MS. BOURGEOIS:

11 "Mr. Usie, the Bossier Parish
12 local taxing bodies received your
13 notification on compliance on J&R
14 Juneau, LLP," and then it's a
15 duplicate letter for A.W.
16 Chesterton, since it's the same
17 project.

18 CHAIRMAN JONES:

19 Right.

20 MS. BOURGEOIS:

21 "The Bossier Parish Industrial
22 Tax Exemption Program Committee met
23 via Zoom on September 2nd, 2021, to
24 discuss this matter. The committee
25 is made up of a representative of

1 the sheriff, the police jury,
2 school board, City of Bossier
3 Parish, and includes the Bossier
4 Assessor as Chairman. After a
5 lengthy discussion a vote of the
6 committee was to take no action on
7 the local level, and defer any
8 decision or action to the Board of
9 Commerce and Industry." And they
10 attached the minutes of their
11 meeting.

12 CHAIRMAN JONES:

13 All right. Thank you. Are you
14 with the company?

15 MR. EZERNACK:

16 Yeah.

17 CHAIRMAN JONES:

18 Please come forward, thank you.
19 Thank you for being here.

20 MR. EZERNACK:

21 Yeah.

22 CHAIRMAN JONES:

23 I never thought I'd have to
24 thank somebody for coming to a
25 meeting. Would you state your name

1 and your position with the company,
2 please?

3 MR. EZERNACK:

4 My name is Stan Ezernack, I'm
5 the director of services,
6 nationwide, for A.W. Chesterton.

7 CHAIRMAN JONES:

8 Okay. Great. We have a
9 situation where it appears as
10 though the jobs and payroll have
11 not been met. Can you tell us
12 what's going on?

13 MR. EZERNACK:

14 We endured COVID, and we took
15 about a 30 percent hit in the
16 overall business last year. We did
17 maintain and didn't layoff anybody,
18 even with the downfall of the
19 business. And since the third
20 quarter was a pretty good quarter
21 for us and we actually hired a new
22 guy the day before yesterday.

23 CHAIRMAN JONES:

24 The third quarter of '21?

25 MR. EZERNACK:

1 Yes.

2 CHAIRMAN JONES:

3 So this contract began in '19;
4 is that correct? And when did you
5 start operations under this
6 contract?

7 MR. EZERNACK:

8 2020.

9 CHAIRMAN JONES:

10 2020, okay. And can you tell
11 me a little bit about what this
12 project was? What were you doing?

13 MR. EZERNACK:

14 What we do, actually, in the
15 business?

16 CHAIRMAN JONES:

17 Well, yes, but more exactly
18 what the tax exemption was being
19 sought here. For what portion of
20 your -- are you a startup business,
21 or was this a particular project
22 within your business?

23 MR. EZERNACK:

24 We, actually, moved -- we
25 started in 2016 in Caddo Parish,

1 and outgrew the building we were in
2 and moved into Bossier Parish in
3 Mr. Juneau's building. In '19, I
4 think, we added two new people, and
5 then in '20, you know, we thought
6 we were still going to continue to
7 boom.

8 We started this thing in '16 at
9 zero dollars.

10 CHAIRMAN JONES:

11 What do you manufacture?

12 MR. EZERNACK:

13 We do centrifugal pump repair.
14 The big huge industrial pumps for
15 power plants, refineries, paper
16 mills, chemical plants, that kind
17 of stuff.

18 So 2019 we did 4.7 million in
19 our fifth year -- our fourth year.
20 And last year we took a little over
21 a million dollar hit because of the
22 COVID business. This year we're
23 going to come back better than '20,
24 but, you know, we're striving to
25 get this thing back in the middle

1 of the road again.

2 CHAIRMAN JONES:

3 How many people do you employee
4 overall?

5 MR. EZERNACK:

6 There's 20 now. There was 19
7 until Monday.

8 CHAIRMAN JONES:

9 Okay. And prior to COVID how
10 many did you -- in 2019, what did
11 you employee?

12 MR. EZERNACK:

13 We had 18 people then.

14 CHAIRMAN JONES:

15 Okay. All right. Then talk to
16 me about the late filing. You're
17 only about three months late, but
18 still three months late. What
19 happened there?

20 MR. EZERNACK:

21 From the people that handle the
22 business for us, they told us that
23 we were actually waiting -- that we
24 had sent the filing in and were
25 waiting on someone's signature to

1 push back to us. This is just --
2 I'm really not the guy to answer
3 that question. This is just what
4 they had told me prior to me coming
5 in.

6 CHAIRMAN JONES:

7 That's what somebody in the
8 company explained to you, or a
9 consultant?

10 MR. EZERNACK:

11 A consultant.

12 CHAIRMAN JONES:

13 Who is your consultant?

14 MR. EZERNACK:

15 Savills, C.J. Evans is the
16 guy's name.

17 CHAIRMAN JONES:

18 And he said that?

19 MR. EZERNACK:

20 That our company was late
21 filing because somebody -- I don't
22 know if the board or who, somebody
23 is supposed to file -- or to sign
24 something and send it back to us.

25 CHAIRMAN JONES:

1 Something from LED, or somebody
2 from your company was supposed to
3 file?

4 MR. EZERNACK:

5 It may have been from LED, the
6 way I understood it.

7 MR. USIE:

8 I think he's referring to the
9 contract that was sent for
10 execution once it was approved by
11 the board. The Exhibit A outlines
12 the due date for it, and there is a
13 portion that says that it's
14 whatever occurs later, if it was
15 April 30th of a given calendar
16 year, or 90 days from the date the
17 contract is sent for execution to
18 the company dictates the due date
19 for compliance. So there may have
20 been some confusion about that, but
21 the latest due date was the April
22 30th date. The contract was sent
23 for execution in January.

24 CHAIRMAN JONES:

25 Okay. Help me understand what

1 and how COVID impacted your
2 company, specifically, were these
3 due to COVID illnesses within your
4 company, or was it demand from your
5 customers?

6 MR. EZERNACK:

7 Some of it was due to COVID
8 illnesses, but some of it was due
9 to the fact that -- well, a lot of
10 work we do is on-site in different
11 places, and when the COVID -- when
12 the pandemic hit, maintenance took
13 a real big hit because they
14 wouldn't let anybody into these
15 plants. And they shut our sales
16 people down, and therefore, it just
17 -- I mean, it killed our business.
18 Nothing came in; nothing went out.
19 So paper mills, for instance,
20 unless it was a dire emergency,
21 they wouldn't allow anybody outside
22 of their permanent employees inside
23 paper mills. They cancelled
24 shutdowns. They pushed turnarounds
25 until this year, and, now, like I

1 said they pushed them a year and a
2 half, now to where it's pay me now,
3 or take a chance on catastrophic
4 failures, now.

5 CHAIRMAN JONES:

6 Again, I want to go back to the
7 project. And I'm trying to
8 understand what -- the ITEP program
9 was attached to obviously a
10 specific project that was almost a
11 \$412,000 investment for A.W.
12 Chesterton and then a 1.5 million.
13 Is that the move to the new
14 building, was this a purchase of
15 piece of equipment, was it the
16 implementation of a piece of
17 equipment?

18 MR. EZERNACK:

19 On our deal, the 411,000 it was
20 in addition to what we brought from
21 Caddo Parish, it was the purchase
22 of new equipment.

23 CHAIRMAN JONES:

24 Okay. And this was
25 manufacturing equipment?

1 MR. EZERNACK:

2 Yes.

3 CHAIRMAN JONES:

4 What I'm inferring from your
5 description of your business, you
6 have both a manufacturing component
7 and a repair component; is that
8 fair?

9 MR. EZERNACK:

10 We manufacture new parts to
11 support the repair business.

12 CHAIRMAN JONES:

13 Okay. All right. That helps
14 me. So you're making the pieces
15 and parts that they take out and
16 put into the plant?

17 MR. EZERNACK:

18 Into the pump, yeah.

19 CHAIRMAN JONES:

20 Got it. All right. And so if
21 your repair people couldn't go into
22 the plants to make the repairs,
23 there was no need for you to be
24 manufacturing the pieces and parts
25 back at the house?

1 MR. EZERNACK:

2 Right. And I mean, you know,
3 Chesterton is a real big advocate
4 of making sure that we have enough
5 people. And in their defense, like
6 I said, there was times that we
7 kept guys sweeping the floor and
8 washing the machines down, you
9 know, just whatever to keep from
10 sending them home. That was the
11 last thing we wanted to do, because
12 we put together a really good team
13 in Bossier Parish, in the city of
14 Bossier, now. And it's hard to get
15 good employees, so we kind of bit
16 the bullet and kept them busy.

17 CHAIRMAN JONES:

18 Sorry, I monopolized there,
19 guys, but I kind of wanted to lay
20 the ground work. Any other
21 questions or comments for him?

22 Yes, Mr. Holley.

23 MR. HOLLEY:

24 Maybe it's to staff, but are
25 you in compliance, now, with the

1 contract?

2 MR. USIE:

3 They weren't require to report
4 2021 until April 30th of 2022.

5 MR. HOLLEY:

6 So you don't know?

7 MR. USIE:

8 We don't know, yet, until they
9 file it next year.

10 MR. HOLLEY:

11 Do you know?

12 MR. EZERNACK:

13 I don't. Like I said, I know
14 that I've got one guy that started
15 on Monday, and Chesterton has
16 already approved me to hire a
17 second guy. So I think in between
18 now and the end of the year we will
19 have a second guy, but we're not
20 there, yet.

21 Look, the last thing I wanted
22 to do was come in here and say that
23 we're noncompliant because I'm
24 responsible for the business. They
25 told me to run it like it was mine

1 from when I started. And I want to
2 create jobs, you know, I want to
3 grow this thing to do \$10 million a
4 year in sales. That's what I
5 strive for. So if I need people
6 Chesterton supports that. They do
7 a good job of that.

8 CHAIRMAN JONES:

9 Ms. Cola.

10 MS. COLA:

11 I'm a little confused in that
12 when you're speaking, you're
13 speaking specifically regarding
14 Chesterton Company. But it was my
15 understanding that that and J&R are
16 related companies. Am I correct
17 there?

18 MR. EZERNACK:

19 Pardon me?

20 MS. COLA:

21 When you're speaking, you're
22 speaking specifically about the
23 Chesterton --

24 MR. EZERNACK:

25 Yes, ma'am.

1 MS. COLA:

2 -- Company? But is it also
3 related to the J&R Juneau company,
4 as well?

5 MR. EZERNACK:

6 They're our landlord.

7 MS. COLA:

8 Okay. So your conversations
9 right now are a discussion just
10 centering around Chesterton?

11 MR. EZERNACK:

12 Just A.W. Chesterton, yes,
13 ma'am.

14 CHAIRMAN JONES:

15 And if I may. The way I
16 understand it and y'all stop me if
17 I go off of the rails here. It's
18 one contract, it's just that the
19 landlord made the building
20 application and Chesterton did the
21 equipment application because
22 they're two different ownerships,
23 and that's not uncommon for ITEP,
24 it's just that both of them have
25 the requirement to have the jobs

1 and the payroll.

2 MS. COLA:

3 I think that was my point.
4 Because I clearly understand the
5 equipment side in terms of what
6 happened, I'm not as clear on the
7 Juneau side in terms of their story
8 behind the lack of job creation and
9 the --

10 CHAIRMAN JONES:

11 Well, they did not --

12 MS. COLA:

13 Whoa, whoa. Sorry.

14 CHAIRMAN JONES:

15 I'm sorry. I'm sorry. Forgive
16 me.

17 MS. COLA:

18 -- because they're not required
19 because they're the landlord?

20 CHAIRMAN JONES:

21 Exactly.

22 MS. COLA:

23 All right.

24 CHAIRMAN JONES:

25 Yeah. So as the landlord, so

1 it's one set of jobs and one set of
2 payroll for both of them. Thank
3 you, you may have clarified that
4 for someone else. All right. Any
5 other questions or comments? Do we
6 understand the lay of the land, at
7 least?

8 (None indicated.)

9 CHAIRMAN JONES:

10 So what is the pleasure of the
11 board? Do we have a motion? We
12 have two compliance issues. We
13 have one, jobs and salaries, and
14 two, late filing. Anybody? Let's
15 take jobs and salaries first.

16 MR. NASSAR:

17 I make a motion that we waive
18 any penalty on the jobs.

19 CHAIRMAN JONES:

20 We have a motion to waive any
21 penalties for job and payroll?

22 MR. NASSAR:

23 Yes.

24 CHAIRMAN JONES:

25 Do we have a second? We have a

1 second from Mr. Moss. Now, for
2 discussion.

3 MR. HOLLEY:

4 Question.

5 CHAIRMAN JONES:

6 Yes.

7 MR. HOLLEY:

8 Is that for this reporting
9 period, only?

10 CHAIRMAN JONES:

11 That would be for what is
12 before us, yes. Without
13 interpreting for Mr. Nassar, but
14 that would be.

15 MR. MOLLER:

16 Just for clarification, nobody
17 was laid off in 2020, you simply
18 didn't create the three jobs that
19 you --

20 MR. EZERNACK:

21 Correct.

22 MR. MOLLER:

23 -- had promised us per the
24 contract?

25 MR. EZERNACK:

1 Yes, sir.

2 MR. MOLLER:

3 All right. Did you get a PPP
4 Loan?

5 MR. EZERNACK:

6 Pardon me?

7 MR. MOLLER:

8 Did you get a PPP Loan?

9 MR. EZERNACK:

10 No.

11 MR. NASSAR:

12 I want to commend you for
13 keeping your workers --

14 MR. EZERNACK:

15 Thank you.

16 MR. NASSAR:

17 -- going through COVID.

18 MR. EZERNACK:

19 Like I said, we put together a
20 really good group and it would have
21 -- I take a lot of personal
22 ownership in this. It's not my
23 business, but it is my business.
24 Other than one person, everybody
25 that works for us has been

1 recommended or brought forth by
2 somebody, and it's a really close
3 group of guys. And we are strong
4 considering what we do, and we do
5 work all over the south. I'm doing
6 work now in West Virginia and
7 Florida. It's a good business, I
8 mean, and we're making a
9 difference. We were only a little
10 guy, you know, and now we're
11 beginning to get the attention of
12 the OEMs. And that was my purpose.

13 MR. HOLLEY:

14 Mr. Chairman, I have a question
15 or concerns. If we are just carte
16 blanche doing away with any
17 penalty, as I understand the motion
18 to be, what happens if on the next
19 reporting period that's coming, I
20 think you said in April of next
21 year, that there's no compliance at
22 all? I mean, I hear the man, but
23 have we given up the right to any
24 penalty for that -- for this
25 reporting period.

1 CHAIRMAN JONES:

2 As I understand it, for this
3 one, but not for that one?

4 MS. CHENG:

5 Every single time the reporting
6 period is found noncompliant it
7 will come back to you.

8 MR. HOLLEY:

9 Okay. Great.

10 CHAIRMAN JONES:

11 Good questions; good
12 clarification.

13 MR. EZERNACK:

14 Just put the world back in
15 order, and let me go back to work.

16 CHAIRMAN JONES:

17 Any other questions or comments
18 from the board. The motion is to
19 waive any penalty for this
20 reporting period.

21 (None indicated.)

22 CHAIRMAN JONES:

23 Any comments from the public?
24 Ms. Caldwell, you had signed up to
25 speak. Did you want to speak?

1 MS. CALDWELL:

2 Not about the original issues,
3 but I do want to --

4 CHAIRMAN JONES:

5 Wait till you get to the mic.

6 MS. CALDWELL:

7 Okay.

8 CHAIRMAN JONES:

9 We want to make it easier for
10 the court reporter to make sure we
11 have everything down. Again, state
12 your name, please, ma'am.

13 MS. CALDWELL:

14 Yeah. Susan Caldwell, I live
15 in Bossier City and work in
16 Shreveport, and originally I was
17 going to speak about the lack of a
18 public meeting, and then I did find
19 the records of the public meeting.
20 So I am going to go back to my
21 local entities and ask why they
22 don't make these decisions. But my
23 question today, is why Juneau gets
24 a separate exemption as the
25 landlord? I don't quite

1 understand.

2 CHAIRMAN JONES:

3 I'll let staff speak to that.

4 MS. CHENG:

5 That's in the rules since they
6 do house a manufacturer. If they
7 were a manufacturer themselves, the
8 building would be allowed a tax
9 exemption. And they own the
10 building of A.W. Chesterton, so
11 they would need a separate contract
12 for the exemption of the building.

13 MS. CALDWELL:

14 But they get credit for the
15 same jobs and salaries that
16 Chesterton gets credit for?

17 MS. CHENG:

18 Yes, because they share an
19 Exhibit A.

20 CHAIRMAN JONES:

21 If I may. A lot of these
22 projects, some companies decided to
23 buy a piece of property and house
24 their machinery. As a matter of
25 financing, it may be a lease-

1 purchase. It may be a straight
2 lease. So the concept within the
3 rules is to allow the landlord to
4 get the same exemption that they
5 would if they had been part of the
6 project and A.W. Chesterton owned
7 the property. So that's
8 conceptually or philosophically why
9 the landlord gets the exemption.
10 But the landlord is also held to
11 the jobs requirement that
12 Chesterton. So if Chesterton
13 doesn't meet the jobs and they
14 don't meet the payroll, even though
15 the landlord has no control over
16 that, they lose their exemption.

17 MS. CALDWELL:

18 They lose their exemption as
19 well?

20 CHAIRMAN JONES:

21 Yes, ma'am. So it's kind of a
22 quid pro quo.

23 MS. CALDWELL:

24 Yeah. I don't know, but I
25 would almost recommend to defer on

1 the landlord, I think, just because
2 I understand the difficulty that
3 Chesterton has been through, but I
4 guess I don't see that the landlord
5 has quite the same.

6 CHAIRMAN JONES:

7 Thank you very much.

8 MS. CALDWELL:

9 Thank you.

10 CHAIRMAN JONES:

11 Thank you. I appreciate your
12 comments. Any other comments from
13 the public?

14 MS. JARRELL:

15 My name is Barbara Jarrell, and
16 I live in Shreveport. I would just
17 -- I have not heard it in this
18 instance, but I would suggest that
19 if a number of years in a row, on
20 any of the applications, when you
21 hear of late filings that means
22 it's a pattern and there should
23 some accountability for it, and
24 that we have heard that in earlier
25 instances today.

1 CHAIRMAN JONES:

2 I think that's an excellent
3 point and something we should -- in
4 my mind, at least, if you see a
5 pattern of practice of blowing off
6 the deadline, the filing deadlines,
7 then, yeah, that should be a
8 component of consideration.

9 MS. JARRELL:

10 And thank you so much for being
11 advocates for the local re-
12 engagement.

13 CHAIRMAN JONES:

14 All right. We have a motion on
15 the issue of jobs and payroll, to
16 waive penalties. Any further
17 discussion from the board?

18 (None indicated.)

19 CHAIRMAN JONES:

20 Any further comments from the
21 public?

22 (None indicated.)

23 CHAIRMAN JONES:

24 Hearing none, all in favor say,
25 aye.

1 (All indicated aye.)

2 CHAIRMAN JONES:

3 Any opposed?

4 (None indicated.)

5 CHAIRMAN JONES:

6 There is no opposition. Now

7 the issue of the late filing.

8 What's the pleasure of the board?

9 Anybody have any thoughts? The
10 action we took on the last one, I'm
11 not even going to say because that
12 sounds like precedent, doesn't it?

13 MR. HOLLEY:

14 Mr. Chairman, what is the
15 options other than granting another
16 one?

17 CHAIRMAN JONES:

18 You can -- let's see. Again,
19 the world is your oyster. I think,
20 the one-year penalty is something
21 that's out there. I think the
22 point is that Mr. Allain made
23 earlier and Mr. House made, is that
24 it may be apples and oranges
25 because of failing to file for

1 renewal, which has an incredible
2 value to it, shows to me that maybe
3 it's not as important as the state
4 and the local governments believe
5 it is. And I think the message we
6 were trying to send to the
7 companies with that steep of
8 penalty for filing late on renewal
9 was to say, "Guys, this is
10 important, you better pay attention
11 to it."

12 This, on the other hand, the
13 compliance document is a document
14 that's filed every year through the
15 contract. It basically says,
16 "Okay. We were required to do X,
17 Y, and Z. This is what we actually
18 did." And I'm oversimplifying it
19 in spades, because it's much more
20 than that because there's a great
21 deal of data that has to be
22 compiled, especially if it's a
23 large operation. But,
24 nevertheless, it's a different --
25 to me, in my world, it's different

1 from a renewal.

2 I'll give you something, a
3 little bit creative. You could
4 defer on any action on the late
5 filing to see how they do next
6 year. Next year, they're going to
7 have to file another compliance
8 report. If they come there and
9 they've hired their three people
10 and they've met their payroll, you
11 may go, "Hmm, okay." If they've
12 hired six people and doubled their
13 payroll, you may go, "Wow." And
14 you may decide not to do anything
15 to them at that point, or you may
16 decide to -- I mean, again, there's
17 a lot of different ways we can look
18 at this. I'm not always as
19 creative as I would like to be, but
20 I'm open to what you think might be
21 appropriate.

22 MR. HOLLEY:

23 Well, I move then we take no
24 action until next year's filing is
25 due and we make a decision at that

1 time.

2 CHAIRMAN JONES:

3 Okay. We have a motion to
4 defer until the next compliance
5 reporting period is past, and we'll
6 see what it tells us. Do I have a
7 second? I have a second from Mr.
8 Moller. Any questions or comments
9 from the board?

10 (None indicated.)

11 CHAIRMAN JONES:

12 Any comments from the public?

13 (None indicated.)

14 CHAIRMAN JONES:

15 All right. There being none.

16 All in favor say, aye.

17 (All indicated aye.)

18 CHAIRMAN JONES:

19 Any opposition?

20 (None indicated.)

21 CHAIRMAN JONES:

22 There is none. Thank you, sir.

23 MR. EZERNACK:

24 Thank you.

25 CHAIRMAN JONES:

1 We wish you the best.

2 MR. EZERNACK:

3 Thank you.

4 CHAIRMAN JONES:

5 Go get those people hired and
6 put them back to work.

7 MR. EZERNACK:

8 Thank you, sir.

9 CHAIRMAN JONES:

10 All right. Let's see where we
11 are now, folks, we're nearing the
12 end. I know everyone has other
13 business they need to get to. Do
14 we have any other business before
15 the board, now?

16 MR. USIE:

17 That concludes the ITEP
18 portion.

19 CHAIRMAN JONES:

20 Thank you, sir. I noticed
21 Secretary Pierson had to leave us,
22 Ms. Villa, do you have any comments
23 from the administration?

24 MS. VILLA:

25 Sure. I want to thank everyone

1 for attending today. I know the
2 compliance, as we talked about at
3 the last board meeting, I knew it
4 was going to be a lengthy
5 discussion today. So I'm glad that
6 y'all took the time to review those
7 applicants.

8 Just a couple of things. The
9 Secretary did have to leave.
10 Unfortunately, he was called away.
11 So I just wanted to leave you with
12 a few notes that he has. LED
13 recently received a re-
14 accreditation for a certified
15 economic development organization,
16 we're an accredited economic
17 development organization. At the
18 time that we were awarded it a few
19 years ago, we were the only state.
20 I believe now that other states
21 have also received their
22 accreditation, but it's issued by
23 the International Economics
24 Development Counsel. So I just
25 want to make y'all aware of that

1 because it is a process that you
2 have to go through, they just don't
3 hand those out very easily.

4 So the dates for next year's
5 2022 board dates have been
6 published on our website, as well
7 as you have copies there. So I
8 just wanted to let you guys plan
9 for your calendars accordingly.

10 And then, finally, I'd be
11 remiss, I was hopeful that Mandy
12 would still be here, but
13 unfortunately she was called away.
14 Mandy Mitchell, our assistant
15 secretary for LED, has recently
16 been selected as the CEO of
17 Lafayette's Economic Development
18 Organization. So she is going to
19 be leaving LED, next week is her
20 last week here. But I just -- I
21 know how much work she has done for
22 the department, especially for this
23 board, especially in the last six
24 years, so to speak, with working
25 with the locals and working with

1 them on the ITEP program, and other
2 programs, as well. But I just
3 wanted to just thank her publically
4 on her service. She has been with
5 the state for nine years, and in
6 her role as assistant secretary, I
7 believe, since 2015. So she will
8 be missed, but she won't be far.
9 She'll just be on the other side of
10 the river, and I'm sure that you'll
11 see her around here and the capitol
12 as she continues to have those
13 businesses, within her area, use
14 the programs that LED has. Thank
15 you.

16 CHAIRMAN JONES:

17 And, please, as you see Mandy,
18 as all of you may see her around,
19 wish her our thanks for her and
20 please extend to her our thanks
21 from the board. Great. Anything
22 else for the good of the order?

23 (None indicated.)

24 CHAIRMAN JONES:

25 Entertain a motion to adjourn?

1 MR. MOLLER:

2 Motion.

3 CHAIRMAN JONES:

4 We have a motion from Mr.

5 Moller?

6 DR. THOMPSON:

7 Second.

8 CHAIRMAN JONES:

9 Second by Dr. Thompson. All in
10 favor say, aye.

11 (All indicated aye.)

12 CHAIRMAN JONES:

13 Y'all have a great Thanksgiving
14 Holiday, we'll see you in December.

15 * * * * *

16 (Whereupon, the meeting in the above-
17 entitled cause concluded at 12:07 p.m.)

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REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original required seal on this page.

I, Dorothy N. Gros, CSR (Certificate #90049) in and for the State of Louisiana, do hereby certify that on October 27, 2021, the meeting in the above-entitled cause was reported by me in the voice writer reporting method, prepared and transcribed under my personal direction and supervision, and is a true and correct transcript to the best of my ability and understanding; that after having been duly sworn by me upon authority of R.S.37:2554, the named witness did testify as hereinbefore set forth in the foregoing 190 pages; and that the transcript has been prepared in compliance with transcript format guidelines required by statute or by Rules of the Board;

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15 That I am not related to counsel or
16 to the parties herein, nor am I otherwise
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