

Lorna James-Cervantes, President
Executive Director
Sylvia Lazos, Treasurer
Dr. Alain Bengochea, Secretary
Nicole Thompson, Officer
Jaime Gonzales, Officer
Dachresha Harris, Officer
Dr. Alee Moore, Officer
Heather Nay, Officer

Miriam Benitez,



Strong Start Academy Board Meeting Minutes
October 06, 2022
5:00 PM

Tammy: Got it. You're on record.

Lorna: Thank you. Good afternoon, everybody. This is Lorna James-Cervantes for the record, and I'm calling the meeting to order the special board meeting of the Strong Start Academy Board. I wanna begin just by announcing to everyone that this meeting is being recorded per open meeting law, and we'll begin with public comment at the beginning of the meeting. Is there anyone waiting for a public comment or did we receive any written public comment?

Amy: There was no public comment received.

Lorna: Okay. Thank you. So, seeing none, we'll go ahead and get started. Let's just make sure of who or all is at the meeting as far as board members. So, Lorna James-Cervantes is present. Heather Nay.

Heather: Present.

Lorna: Thank you. Nicole Thompson.

Nicole: Present.

Lorna: Dachresha Harris.

Dachresha: Present.

Lorna: Sylvia Lazos.

Sylvia: Present.

Lorna: Alain Bengochea.

Alain: Present.

Lorna: Jamie Gonzales, not present. And Alee Moore, not present at this time. And if they do come in later, we will make sure that that's shown for the record. The purpose of this board meeting today is just to go over the lease agreement with the City of Las Vegas for Strong Start Academy.

As you all remember, we did not have to write a whole new lease. It's an amended lease from the one that we had signed with the downtown project this past summer when we first got the building on 9th and Bridger. Oh, and I will announce for the record that Jamie Gonzales has joined us at this time. So, thank you, Jamie.

And so, what we have done while working with the city and Colleen, they have amended the original lease agreement. Some of the major differences we'll see is that starting in October for the rest of the year, we would be paying \$1 per month for our rent rather than \$10,000 per month under the agreement.

Also, the city has agreed to pay quite a lot of the expenses for any major structural changes or maintenance to the building itself. And then there's also was a difference with the holdover, but I would also open to the floor at this time in case there are any things I missed, Colleen, that you'd like to point out as our legal counsel that we should be aware of.

Colleen: Sure. I'll just do the quick highlight. So, the majority of the original lease is largely still intact, but we have made some key changes. So, the lease term will run for the entirety of the six-year charter term, whereas before it was a year-to-year.

So, that you know, is an improvement really, so that, you know, hopefully, everything goes well, and we'll be in the building for the entire time that we have the Charter Authority's approval.

There is a termination clause that allows the city to terminate the lease at the end of a school year or at the end of any school year during that six-year term with 90 days notice. So, they could let us know in March, for example, that they're terminating the lease at the end of the term, which would get us through the end of the school year and a little bit of time to move out.

As Lorna mentioned, the rent goes from \$10,000 a month to \$1 a month. We can pay that in advance up to a year if we choose. So, January 1, we can pay 12 bucks and call it today. The security deposit we had with the Hsieh Estates folks

has just been transferred to the city, so that will sit there and will still be refundable potentially at the end.

The air conditioner, which has proven to be not our friend on some days, the city has agreed to handle the repairs related to the air conditioner, which is a huge, huge thing.

There is a provision in there that provides that the school will be responsible for other kinds of repairs for anything that is less than \$5,000 and anything that is not structural major systems, those kinds of things.

So, it's the idea behind it is that sort of the day-to-day stuff the school will pay for. Although I think Tammy might have some additional sort of explanation with regard to that, which I'll hand it over to her in just a second. And then the city has also agreed to handle the landscaping and the parking lot maintenance.

And then the other provision I'd like to point out is the holdover. So, what that means is, is in the event we didn't move out when the lease required us to do so, the holdover rent for the first month would be \$20,000 and the second month would be \$40,000. So, the idea is if it's time to go, it's time to go. And those are the highlights, and I know Tammy wanted to mention something about the repair provision.

Tammy: Sure. Thank you, Colleen. Tammy Malich, City of Las Vegas for the record. I wanna make sure that the board understands, and this is probably less familiar with for all of you but more familiar for Miriam. The process for repair work and maintenance will not change. It will be similar to what we're doing now, whereas Miriam will make the request, and then the city will review it. Our real property team will review it.

They will make a determination, which often includes sending out our maintenance crews, our operations, and maintenance team, and then a determination will be made if it's something that they can fix quickly on the spot or if they need to call in a repair person that would incur cost. So, that is not changing. The city is still committed to protecting this asset as a city asset.

And we do that similarly with other buildings that I oversee that are leased out long-term leases to partners. And we may do it for all others. I'm only aware of mine, so I can only speak to those. Where this building will most likely, although it is a council decision, collectively most likely remain a city asset far

into the future based on feedback individual council members have made. And so, I do not foresee.

An example is two weeks ago, one of the toilets overflowed. Water was running down the hall. Again, the call came into the city, the city team went out, snaked the line, unplugged the toilet, snaked the line, and problem solved. So, that kind of service is not going to change.

The other major thing that is not spelled out in this lease because it is not...it's kind of a one-and-done, as the city committed in the letter that was presented to this board by the city manager at the very beginning of this, the city has already set aside the funds to come in and address the flooring issue that exists in the multipurpose area.

They're only waiting for a good time for the school as to not be disruptive, but the city is committed to repairing that, not just Band-Aiding it, and they have already begun setting money aside to that end.

And then finally, the city is looking at the expanded needs at the building, and that option hasn't been spelled out because right now this lease is for this building as is, but we are already looking at whether we need to add on to meet the needs of third, fourth, and fifth-graders full-capacity. So, that's my 2 cents.

Lorna: Thank you both Tammy and Colleen. This is Lorna Cervantes for the record. With that explanation, are there any questions from board members regarding the lease itself, or any of the areas within the lease, or any recommendations from the board as a whole?

It's in our best interest to ratify and sign the lease as soon as we feel comfortable with it so that we can begin changing our rent from \$10,000 a month to \$1 a month. So, I will just point that fact out to the board as a whole.

Tammy: And, again, Tammy Malich, City of Las Vegas for the record. Just so you guys have the timeline note, if we are...regarding the outcome of today's meeting, if approved, it is our intent to announce a late item at agenda staff on Monday. We've already missed the deadline for our only October council meeting, but we are willing to announce a late item on Monday and get it still on the October agenda.

If there's no resolution at this meeting, then we will have to wait till November because we only have one October Council meeting.

Lorna: This is Lorna Cervantes. Thank you, Tammy. And I see a hand from Sylvia.

Sylvia: Yeah. I just wanted to inform the board that Colleen has been working on this addendum for at least four weeks. Is that right? How long have you been working on this?

Colleen: I don't think it's been quite that long, but, you know, we're all partnering together to get this thing done.

Sylvia: Right. So, there's been a lot of back and forth and there's been a lot of fine-tuning of the lease. I wanna thank Tammy for being the strong advocate that she's been for the Charter, and thank Dimitri for his flexibility and his promptness in getting back to our negotiation requests and, you know, to inform my colleagues on the board I think that we have gotten a good deal.

This lease looks really good from where we started, and I don't know if folks want to have some more discussion, or you have questions but absent that, I would make a move, a motion that we approve the amendment.

Lorna: This is Lorna Cervantes. Thank you for that motion, Sylvia. So, we do have a motion to approve the lease as it was presented today. Is there a second to that? I do see a hand from Jamie Gonzalez.

Jamie: I'll second that motion.

Lorna: Thank you. It has been moved and seconded to approve the lease as it has been amended and presented at the meeting today. Is there any further discussion at this time? Seeing none, I would call for a vote. All those in favor say aye.

Together: Aye.

Lorna: Thank you. All those opposed. Hearing none, that motion passes unanimously by those present at the board meeting tonight. And I want to thank all of you for your prompt response to the request for this board meeting.

As you heard from Tammy, it was very important that we not wait until next week to hear this item because we wanna make sure that it can be moved forward to the city council meeting in October so that we can begin implementing this lease as quickly as possible as long as the city approves it.

So, at this time, we'll move to item number five. Is there any community participation?

I do not see anybody on the call who's wishing to chime in. Amy, we did not receive any community input during the meeting. Did we?

Amy: Correct. Nothing received.

Lorna: Okay. Thank you. So, with that, we will adjourn the meeting at this time. I thank everyone for participating tonight. And, again, I wanna just reiterate what Sylvia said. Thank you to Colleen, Tammy, Dimitri, and all of the city team who put forth all of the work to make sure that we had a lease that was in the best interests of the students in this city. I thank you very much. I will sign that lease and get it back to Colleen immediately. Have a great day, everybody.

Tammy: Thank you, everyone.

Heather: Bye.

Miriam: Bye. Thank you. And good news, we got our background check.

Lorna: Excellent. All good news today. Thank you. All right. This meeting's adjourned, and have a great day.

Jamie: Bye.

Heather: Bye.

Miriam: Bye.

Lorna: Bye-bye.