

City of Las Vegas Redevelopment Agency
Council Chambers • 400 Stewart Avenue
Phone - 229-6011 [Voice] 386-9108 [TDD]

MINUTES

Meeting of
JANUARY 21, 2004
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 11:16 A.M.
Adjourned: 11:22 A.M.

REDEVELOPMENT AGENCY

PRESENT ABSENT EXCUSED

CHAIRMAN OSCAR B. GOODMAN

☐☐☒

MEMBER GARY REESE - VICE-CHAIRMAN

☒☐☐

MEMBER LARRY BROWN

☒☐☐

MEMBER LYNETTE BOGGS McDONALD

☒☐☐

MEMBER LAWRENCE WEEKLY

☒☐☐

MEMBER MICHAEL MACK

☒☐☐

MEMBER JANET MONCRIEF

☒☐☐

DOUG SELBY, EXECUTIVE DIRECTOR

☒☐☐

BRADFORD R. JERBIC, CITY ATTORNEY

☒☐☐

BARBARA JO RONEMUS, SECRETARY

☒☐☐

APPROVED BY REFERENCE: March 3, 2004

ATTEST:

SECRETARY

CHAIRMAN

City of Las Vegas

REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
WEDNESDAY, JANUARY 21, 2004
9:00 A.M.

(Following Morning Session of the City Council Meeting)

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 1. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF NOVEMBER 19, 2003
- 2. ABEYANCE ITEM - DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT FOR COMMISSION OF ARTWORK DESIGN WITH YAACOV AGAM, IN CONCERT WITH THE LAS VEGAS ARTS COMMISSION AND THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION, PROPOSED TO BE LOCATED WITHIN THE EXISTING BOULDER AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MAIN STREET AND CASINO CENTER BOULEVARD (\$30,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 1 (MONCRIEF)

CITIZEN PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISION OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A REDEVELOPMENT AGENCY MATTER NOT LISTED ON THE AGENDA, PLEASE STEP UP TO THE PODIUM AND CLEARLY STATE YOUR NAME AND ADDRESS. PLEASE LIMIT YOUR REMARKS TO THOSE MATTERS UNDER THE EXPRESS JURISDICTION OF THE REDEVELOPMENT AGENCY. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES

Facilities are provided throughout City Hall for the convenience of disabled persons. Special equipment for the hearing impaired is available for use at meetings. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizen Center, 450 East Bonanza Road
Clark County Government Center, 500 So. Grand Central Parkway

AFFIDAVIT OF MAILING

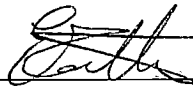
(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **14th** day of **January, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **21st** day of **January, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.



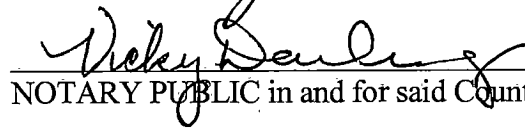
SIGNATURE

City Clerk

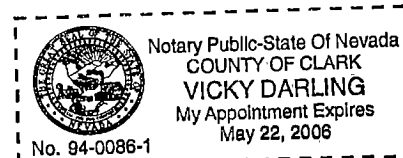
DEPARTMENT

Subscribed and sworn to before me this

14 day of Jan, 2004



NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Las Vegas Library, 833 Las Vegas Blvd.

~~27~~ Senior Citizens Center, 450 E. Bonanza Road

~~3.~~ Clark County Government Center, 500 S. Grand Central Parkway

4. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);

5. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue
(in the walkway area between Metro and Municipal Court).

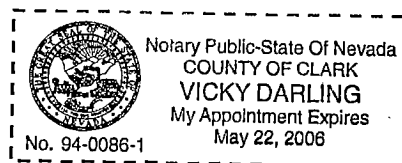
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

14 day of Jan, 2004

NOTARY PUBLIC in and for said County and State



REDEVELOPMENT AGENCY AGENDA
MEETING OF: JANUARY 21, 2004

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

CALLED TO ORDER BY VICE CHAIR REESE AT 11:16 A.M.

PRESENT: VICE CHAIR REESE and MEMBERS BROWN, L.B. McDONALD, MACK, WEEKLY, and MONCRIEF

EXCUSED: CHAIR GOODMAN

ALSO PRESENT: STEVE HOUCHENS, Acting Executive Director, BRADFORD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

ANNOUNCEMENT MADE: Posted as follows:

City Hall Plaza, Posting Board
Court Clerk's Bulletin Board, City Hall
Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy.

(11:16 – 11:17)

2-1396

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2004

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF NOVEMBER
19, 2003

MOTION:

BROWN – APPROVED by Reference – UNANIMOUS with GOODMAN excused

MINUTES:

There was no discussion.

(11:17)

2-1405

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY (ACTING)

SUBJECT:

ABEYANCE ITEM - DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT FOR COMMISSION OF ARTWORK DESIGN WITH YAACOV AGAM, IN CONCERT WITH THE LAS VEGAS ARTS COMMISSION AND THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION, PROPOSED TO BE LOCATED WITHIN THE EXISTING BOULDER AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MAIN STREET AND CASINO CENTER BOULEVARD (\$30,000 - REDEVELOPMENT AGENCY FUNDS) - WARD 1 (MONCRIEF)

Fiscal Impact

☐

No Impact

Amount: \$30,000

☒

Budget Funds Available

Dept./Division: OBD/RDA

☐

Augmentation Required

Funding Source: Redevelopment Agency Funds

PURPOSE/BACKGROUND:

On August 6, 2003, RDA Board reappropriated \$85,000 for projects requested by the Las Vegas Arts District neighborhood association, one of which is this \$30,000 contract to engage international artist Yaacov Agam to prepare an artistic scale model of the proposed interactive, kinetic sculpture park. The model will then be used by the association to raise the funds to commission the sculpture and install it within the district in cooperation with the City of Las Vegas.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agreement
2. Area Map, indicating possible future location of sculpture park

MOTION:

MONCRIEF – APPROVED as recommended – UNANIMOUS with GOODMAN excused

MINUTES:

IAIN VASEY, Acting Director, Business Development, reviewed the information contained under the above Purpose/Background section. The Arts Commission reviewed the project and approved the design concepts.

REDEVELOPMENT AGENCY MEETING OF JANUARY 21, 2004

Business Development

Item 2 - DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT FOR COMMISSION OF ARTWORK DESIGN WITH YAACOV AGAM, IN CONCERT WITH THE LAS VEGAS ARTS COMMISSION AND THE LAS VEGAS ARTS DISTRICT NEIGHBORHOOD ASSOCIATION, PROPOSED TO BE LOCATED WITHIN THE EXISTING BOULDER AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MAIN STREET AND CASINO CENTER BOULEVARD (\$30,000 - REDEVELOPMENT AGENCY FUNDS)

MINUTES – Continued:

JACK SOLOMON, President, Arts District Association, indicated that the Association is very excited about this project. It is expected that \$1.5 million in private funds will be raised. MR. AGAM is a world-class artist, and this sculpture will be a worldwide attraction.

MEMBER MACK said that MR. AGAM is a world-renown artist, and he is quite familiar with the artist's work. He expressed his support, noting that this is a big accomplishment for the City.

(11:17 – 11:20)

2-1419

AGREEMENT FOR COMMISSION OF ARTWORK DESIGN

THIS AGREEMENT is made and entered into as of this 21 day of January, 2003, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public entity duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter "Agency"), in cooperation with the City of Las Vegas, and the City of Las Vegas Arts Commission ("Arts Commission") and YAACOV AGAM (hereinafter "Artist") an individual who is a resident of Paris, France.

RECITALS

WHEREAS, the Agency has been working in concert with the recognized and established Las Vegas Arts District Neighborhood Association (hereinafter "Association") and other City of Las Vegas departments and staff members to spur redevelopment of portions of the City; and

WHEREAS, the City of Las Vegas has recently adopted a particular planning area, certain land use recommendations, and general urban design standards for the Las Vegas Arts District (hereinafter "LVAD") as a new chapter of the City of Las Vegas Downtown Centennial Plan (hereinafter the "Plan"), as adopted July 5, 2000, and amended thereafter; and

WHEREAS, the City of Las Vegas Redevelopment Plan is the City's General Plan for the core districts of the Redevelopment Area as hereinafter described; and

WHEREAS, the Association formally requested certain financial assistance from the Agency to help implement the goals and objectives of the LVAD; and

WHEREAS, the Agency did reallocate certain funds within the fiscal year 2003 – 2004 Agency budget to help implement the goals and objectives of the LVAD; and

WHEREAS, the Artist has been directly selected to design a monumental multiple piece work of art (hereinafter "work of art") to be installed within the LVAD in Downtown Las Vegas, on the site set forth in the diagram attached hereto as Exhibit "A" (hereinafter "the site"), and;

WHEREAS, the Artist was selected by the Association based upon his unique artistic style, quality of past work and experience in the design and production of outdoor public sculpture, and the perceived ability of the proposed work of art to bring further visitors and attention to the LVAC;

NOW, THEREFORE, in consideration of the above premises, the parties agree as follows:

1. **Scope of Work.** The Agency, on behalf of the Arts Commission, will furnish Artist with a detailed map of the site, the preferred perimeter of the work of art, and its specifications for the work of art. The Artist will submit to the Agency a design for such monumental multiple piece work of art (the "Design") together with a model of the work of art based on such design (the

"Model"). The Artist shall have final artistic decision with regard to the work of art, but agrees to consider any suggestions made by the Arts Commission as to suggested changes in the Design and the Model.

Throughout the design process the working drawings and renderings will be presented to the Agency and the Agency's designated City of Las Vegas staff members, the Arts Commission, and the Association for review. The Artist's design concepts must be in compliance with all applicable City codes or statutes, specifically, but not limited to, codes or state statutes concerning safety, accessibility and other structural issues. The final design proposal will be submitted to the Arts Commission for approval, as designated by the Agency. If the Arts Commission accepts the Design and the Agency or City of Las Vegas or the Association enters into an additional agreement with the Artist to fabricate the work of art, the Agency will be entitled to keep the Model at the conclusion of the project and payment to the Artist of all amounts then due to him. If the Arts Commission does not accept the Design within nine (9) months from the time that the Design and Model are delivered to the Agency and Arts Commission, the Agency agrees to return the Model at the expense of the Agency and it shall remain the property of the Artist.

Upon commencement of this Agreement and throughout the design process, the Artist, at his option will produce concept design drawings (working drawings) if so requested by the Agency, Arts Commission, or Association.

2. **Term.** This Agreement shall commence as of the date set forth above and continue in force and effect until the completion and acceptance of the Design or the expiration of nine (9) months from the time that the Design and Model are delivered to the Agency and Arts Commission, whichever occurs first. If the Design is not accepted during such period, then this Agreement shall be deemed terminated and the Artist shall have no further obligations hereunder. For purposes of this Agreement, "acceptance of the Design" is deemed to have occurred on the date that the Design is approved by the Arts Commission and the Arts Commission notifies the Agency of its approval in writing.

3. **Compensation.** The Artist shall be paid a total of Thirty Thousand Dollars and No Cents (\$30,000.00) for the artistic creation and production of the final Design and Model. This fee does not cover any costs of fabricating, shipping or installing the work of art. If the Art Commission accepts the Design, the Agency, and/or the City of Las Vegas, and/ or the Art Commission and/or the Association will enter into an additional agreement with Artist and/or with ARTRA Diverse Dimensions, Inc. (hereinafter "Artra"), Artist's domestic agent, for Artist to furnish such work of art for installation at the site at a price to be set forth in such additional agreement. Under such agreement, Artist or Artra will agree to have the work of art fabricated and delivered to the site for installation. It will be the obligation of the City to prepare the site for installation of the work of art, to install it in the manner directed by Artist and under his supervision and to maintain the site and the work of art, as well as to pay the cost of shipping the model from the Artist's Atelier in Paris, France as well as the cost of insuring same during such shipment.

Payment of the aforementioned compensation shall be in the following installments:

<u>Installment</u>	<u>Amount</u>
Execution of Contract	\$15,000
Delivery of the Design and Model to the Agency	\$15,000

4. **Completion Date.** The Artist agrees to complete the Design and Model and deliver same to the Arts Commission not later than nine (9) months after the execution of this Agreement. The completion date may be extended by mutual agreement by written amendment of this Agreement for delays beyond the control of the Artist, including but not limited to fire, thefts, strikes, shortage of materials, and acts of God, and delays on the part of the Agency.

The Artist will immediately notify the Agency of any delays occurring or anticipated regarding the completion deadline. Except for extensions arising from events beyond the Artist's control, any extension past the aforementioned completion date can only be made with the express written permission of the Agency and failure to complete the Design by the aforementioned deadline constitutes a breach of this Agreement by the Artist, provided Artist is given 30 days written notice of the Agency's intention to terminate the contract and is given the opportunity to cure such default within such 30 day period. In the event that an extension is mandated by external events beyond the control of the Artist, the Agency and the Artist will agree to a reasonable extension proportional to the length of the delay.

5. **Indemnity.** The Artist agrees to protect, indemnify and hold the Agency, the City of Las Vegas, the Arts Commission, its officers and employees (the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs arising out of any claims that the Design infringes the copyright rights or any other intellectual property right of any third party (collectively the "Claims"). The Artists obligations under this Paragraph 5 are conditioned upon the Artist receiving written notice of any such claim within 10 days of such claim being made and further being given the right to defend any such claim at his expense.

6. **Termination.** Except as provided in Paragraph 4 in the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement provided notice is given in writing pursuant to Section 8 and delivered to the breaching party within forty-eight (48) hours of breach. If the breaching party is the Artist, the Artist shall reimburse the Agency any fees for creation of the Design paid to date under Section 3. If the breaching party is the Agency, the Artist shall be reimbursed for out-of-pocket expenditures (original receipts) made prior to the breach and shall be entitled to retain fees for creation of the Design paid to date under Section 3 and shall be further entitled to the balance of the fee that might be due to him under Section 3. In no event will the Agency, in the event of the Agency's breach, be liable to the Artist in excess of the compensation set forth in Section 3.

The Agency shall have the right to terminate this Agreement if the Artist causes a delay of more than 180 days in the completion of the Design. In such event, the Artist shall return all payments and shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Design.

7. **Ownership of Design.** The Artist retains ownership of the Design until payment to him of the fee set forth in Section 3 including the right to complete, exhibit and resell the design of the work of art.

With payment of the fee set forth in Section 3, the Agency shall obtain all rights, title, ownership and use of the Design for the sole purpose of installation of the monumental multiple piece work of art at the site. The Agency hereby acknowledges its intent to engage the Artist to fabricate the artwork depicted by the Design and the Model in the event the Agency elects to proceed with its creation and its installation and barring any unforeseen circumstances that may arise.

The Artist retains all rights to the Design under the Copyright Act of 1976, 17 U.S.C. 101 et. Seq., and all other rights in and to the Sculpture Design except as such rights are limited by this Section 7. In view of the fact that the Agency has paid the Artist a fee for the Design which is to be unique to the Agency, the Artist agrees not to reproduce the Design for purposes of resale to, or use by any other person or entity except that the Artist may use the design for purposes of promoting his artistic skills in promotional brochures or publications.

The Artist hereby grants to the Agency, the City of Las Vegas, the Arts Commission, and the Association an irrevocable license to use the Design for non-commercial or fund raising purposes including, but not limited to, reproductions used in advertising, brochures, stationary, media publication, catalogues or other similar publications, provided that all such uses or any mention of the Artist's name are approved by the Artist in writing, prior to any such use. All reproductions by the Agency, et al, shall contain a credit to the Artist and a copyright note, substantially in the following form: "© Yaacov Agam, date of completion."

8. **Notices.** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) transmission by facsimile to the fax number below and written confirmation of such transmission is received; or (iii) two (2) days after it is deposited with the United States Postal Service, postage prepaid, addressed as follows:

TO AGENCY:

Steve van Gorp, Redevelopment Officer
Las Vegas Redevelopment Agency
City Hall / 400 Stewart Ave., 2nd Floor
Las Vegas, NV 89101
Fax Number: 702-385-3128

TO ARTIST:

Yaacov Agam
26 rue Boulard
Paris, France
Fax Number: 011-3314 - 410 -8282

Any change to the above-mentioned addresses must be made in writing and delivered in the manner provided herein.

9. **Representation and Warranty.** The Artist hereby represents and warrants that unless otherwise stipulated, the Design will be a unique, one time work of art and that it has not been published or accepted for sale elsewhere.

10. **Entire Understanding.** This Agreement sets forth the entire understanding of the parties and may be amended or modified only in writing and signed by all parties. The Artist shall adhere to and enforce the policies and procedures established by the Agency.

11. **Governing Law.** This Agreement shall be construed in all respects under the laws of the State of Nevada.

12. **Assignment.** This Agreement is not assignable without the written consent of the parties, except that the Artist may assign his rights to payment to Artra Diverse Dimensions, Inc. or to any other corporation designated by him.

13. **Heading.** The headings of the various provisions of the Agreement are for convenience of reference only and shall not limit, modify, or expand the terms and provision of this Agreement.

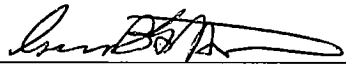
14. **Independent Contractor.** The Artist is a resident of Paris, France and the Agency shall not be responsible for any of the Artist's expenses, except as herein set forth.

...
...
...
...

IN WITNESS THEREOF, the parties hereto have executed this Agreement of the day and year first above written.

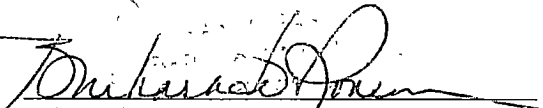
IT IS SO AGREED:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, President

"AGENCY"

ATTEST:


BARBARA JO-RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/4/03
Date

ARTIST:

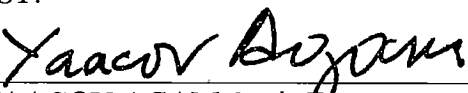
By: 
YAACOV AGAM, Paris France
Date: 12.18.2003

EXHIBIT A
THE SITE

Exhibit A Site Map



Coolidge Ave

MAIN ST

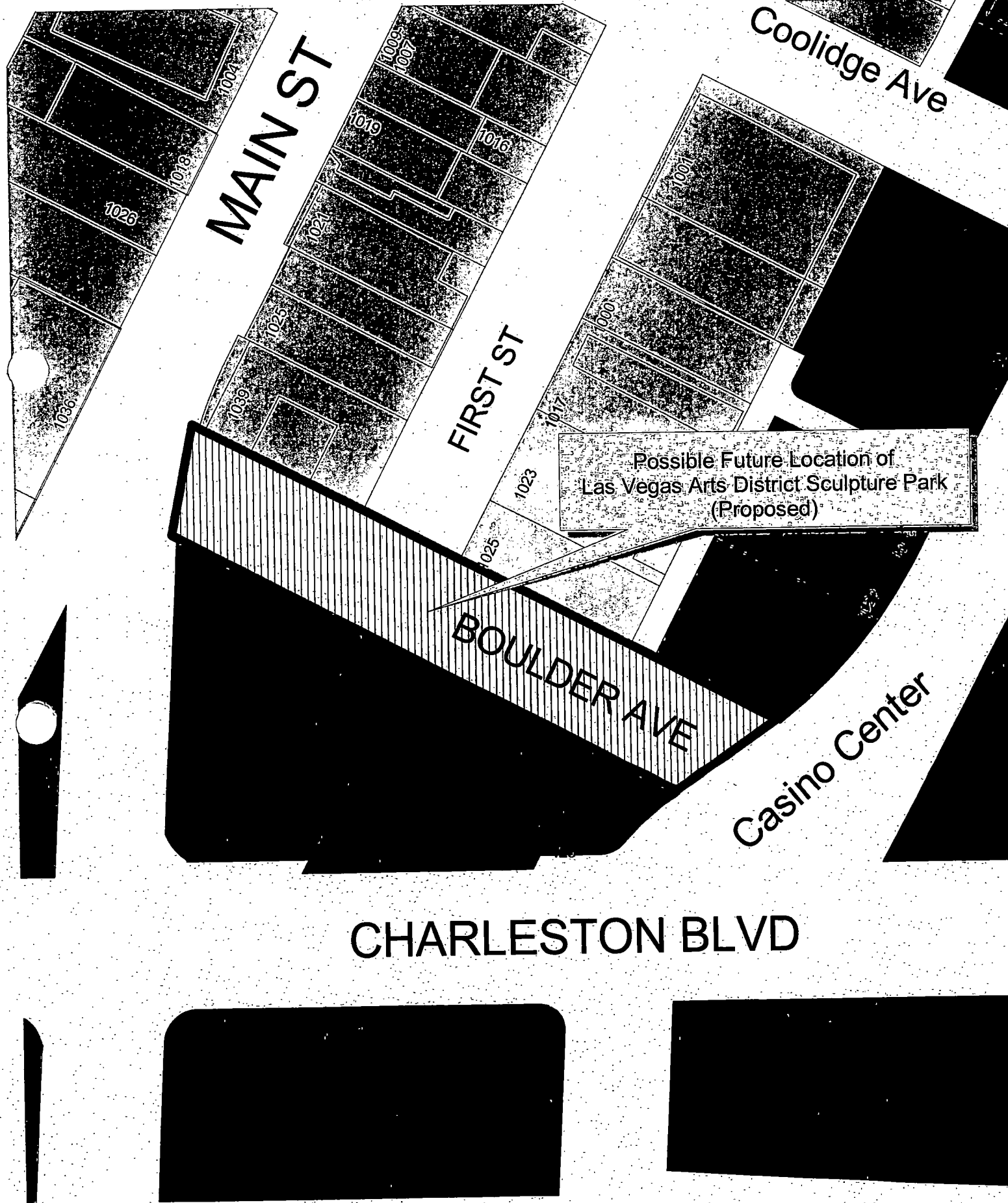
FIRST ST

Possible Future Location of
Las Vegas Arts District Sculpture Park
(Proposed)

BOULDER AVE

Casino Center

CHARLESTON BLVD



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: JANUARY 21, 2004

CITIZEN PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISION OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A REDEVELOPMENT AGENCY MATTER NOT LISTED ON THE AGENDA, PLEASE STEP UP TO THE PODIUM AND CLEARLY STATE YOUR NAME AND ADDRESS. PLEASE LIMIT YOUR REMARKS TO THOSE MATTERS UNDER THE EXPRESS JURISDICTION OF THE REDEVELOPMENT AGENCY. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

MINUTES:

Regarding Item 2 of this agenda, LARRY WATSON, downtown business owner, confirmed with VICE CHAIR REESE that the funding is for a study. He has some concerns, so he is in accord with the study for now, but not with putting up the sculpture because he is concerned about closing nearby streets. VICE CHAIR REESE assured MR. WATSON that no street closures were approved under Item 2.

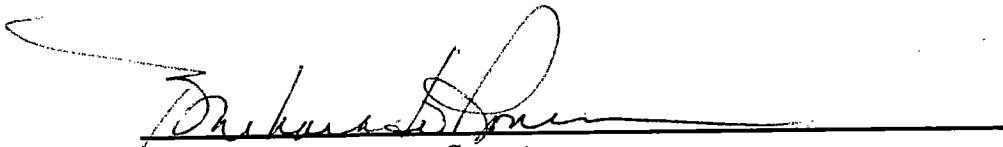
(11:20 – 11:22)

2-1545

THE MEETING ADJOURNED AT 11:22 A.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
February 12, 2004


Barbara Jo Ronemus, Secretary