

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

MINUTES

Meeting of
SEPTEMBER 1, 2004
9:00 A.M.

(Following the morning session of the City Council Meeting)

Called To Order: 10:44 A.M.
Adjourned: 11:09 A.M.

REDEVELOPMENT AGENCY

PRESENT ABSENT EXCUSED

CHAIRMAN OSCAR B. GOODMAN



MEMBER GARY REESE - VICE-CHAIRMAN



MEMBER LARRY BROWN



MEMBER LAWRENCE WEEKLY



MEMBER MICHAEL MACK



MEMBER JANET MONCRIEF



MEMBER STEVE WOLFSON



DOUG SELBY, EXECUTIVE DIRECTOR



BRADFORD R. JERBIC, CITY ATTORNEY



BARBARA JO RONEMUS, SECRETARY



APPROVED BY REFERENCE: November 17, 2004

ATTEST:

SECRETARY

CHAIRMAN

65✓

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, SEPTEMBER 1, 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. DISCUSSION AND POSSIBLE ACTION TO TRANSFER \$1,094,400 FROM THE REDEVELOPMENT AGENCY SPECIAL REVENUE FUND TO FUND A COMMERCIAL VISUAL IMPROVEMENT PROGRAM AND TO FUND AN OWNER PARTICIPATION AGREEMENT WITH BRIDGER ASSOCIATES, LLC, FOR THE PROPERTY AT 300 SOUTH FOURTH STREET, APN 139-34-210-077 - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)
- 2. RA-2-2004 - DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE REDEVELOPMENT AGENCY AND BRIDGER ASSOCIATES, LLC, TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND APPROVING THE OPA, APN 139-34-210-077 (\$94,400 - SPECIAL REVENUE FUND) - WARD 5 (WEEKLY) [NOTE: THIS ITEM IS A COMPANION TO COUNCIL ITEM #65 (R-146-2004)]
- 3. REPORT AND POSSIBLE ACTION REGARDING REDVELOPMENT AGENCY PROJECTS CURRENTLY UNDER CONTRACT - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 So. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **26th** day of **August, 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 **1st day of September, 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.

Paula Clark

SIGNATURE

City Clerk

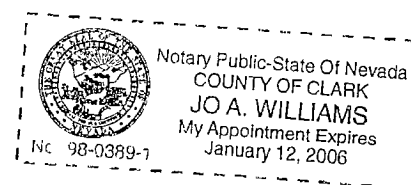
DEPARTMENT

Subscribed and sworn to before me this

26th day of AUGUST, 2004

[Signature]

NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **26th** day of **August, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Redevelopment Agency Meeting** to be held on the **1st day of September, 2004, at 9:00 A.M.,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

Paula Clark

SIGNATURE

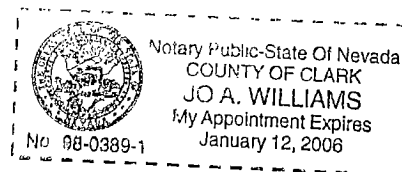
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

26th day of August, 2004

[Signature]
NOTARY PUBLIC in and for said County and State



REDEVELOPMENT AGENCY AGENDA
MEETING OF: SEPTEMBER 1, 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 CHAIRMAN GOODMAN AT 10:44 A.M.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, BROWN, WEEKLY, MACK, MONCRIEF, and WOLFSON

ALSO PRESENT: DOUG SELBY, Executive Director, BRADFORD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

ANNOUNCEMENT MADE: Posted as follows:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 So. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(10:44)

2-256

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO TRANSFER \$1,094,400 FROM THE REDEVELOPMENT AGENCY SPECIAL REVENUE FUND TO FUND A COMMERCIAL VISUAL IMPROVEMENT PROGRAM AND TO FUND AN OWNER PARTICIPATION AGREEMENT WITH BRIDGER ASSOCIATES, LLC, FOR THE PROPERTY AT 300 SOUTH FOURTH STREET, APN 139-34-210-077 - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

Fiscal Impact

☐	No Impact	Amount: \$1,094,400.00
☒	Budget Funds Available	Dept./Division: OBD/RDA
☐	Augmentation Required	Funding Source: SPECIAL REVENUE FUND

PURPOSE/BACKGROUND:

The Redevelopment Agency desires to allocate \$1,000,000 from its Land Assembly account to fund a Commercial Visual Improvement Program, and to allocate \$94,400 from its Land Assembly account to fund building façade improvements for the property at 300 South Fourth Street owned by Bridger Associates, LLC. Sufficient funds are available from the Land Assembly account to fund these two projects.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Submitted at meeting: copy of written comments of Tom McGowan

MOTION:

REESE – APPROVED as recommended – UNANIMOUS

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, reviewed the information contained under the above Purpose/Background section. At the first Agency meeting in October, staff will present the policies and procedures on the Commercial Visual Improvement Program.

MARY GREEN, 1870 Blackwater Court, indicated that the mission statement of the Agency is to work to reverse the physical, economic, and social decay within its boundaries, and further states that an applicant must demonstrate a need for the Agency's assistance. Yet in the backup provided for this item, there is no documentation of financial need or financial hardship. MR. WORTHINGTON claims the building ownership group has paid almost \$2 million in redevelopment taxes over the years and is, therefore, entitled to the aforementioned amount. She opined that Agency money is not a slush fund. A small portion of the property tax paid by all

REDEVELOPMENT AGENCY MEETING OF SEPTEMBER 1, 2004

Business Development

Item 1 - DISCUSSION AND POSSIBLE ACTION TO TRANSFER \$1,094,400 FROM THE REDEVELOPMENT AGENCY SPECIAL REVENUE FUND TO FUND A COMMERCIAL VISUAL IMPROVEMENT PROGRAM AND TO FUND AN OWNER PARTICIPATION AGREEMENT WITH BRIDGER ASSOCIATES, LLC, FOR THE PROPERTY AT 300 SOUTH FOURTH STREET, APN 139-34-210-077 - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

MINUTES – Continued:

home and business owners in the redevelopment area are allocated to the Redevelopment Agency, which is 18 years old. This means that a portion taken from the Bridger property taxes would have been \$111,000.

She stressed that with this building being a 29-year-old building, the owner should have taken a portion of the profits and allocated it for this future expense in order to remain competitive. It is not the City's responsibility to pay for improvements. Who else is going to come to the City for a handout? She pointed out that people are afraid to go to Neonopolis because of the surrounding decay, not because of the condition of the Bank of America Building. The area along Main Street, from the Strip to downtown, is the one in great need of redevelopment money, because that drive is keeping tourists from coming to the downtown area. The greatest good is accomplished by taking care of the greatest need first. She is tired of apologizing for the City's tattered and dirty appearance. Funding the improvements of the Bank of America Building is not the best expenditure of the Agency. It is time that corporate America in Las Vegas does something for this city.

TOM MCGOWAN, Las Vegas resident, asked for the names of the corporate and principal officers of Bridger Associates, LLC. SUSAN SANDERS, Bridger Associates, LLC, indicated that the principal owners are ERWIN MOLASKY, SAM LIONEL, and the estate of GRANT SAWYER. MR. ADAMS rejoined that the appropriate disclosures were provided in the backup.

(10:44 – 10:50)

TM/LAS CIVIL WTRG. [9A WED. 1 Sept. '04 (CIV. CHMR.) (CH: MMJ o/lk)]

.. < (10") > ..

Item #1: TOM Mc GOWAN. LAS VEGAS RESIDENT.

WHO ARE THE PRINCIPAL OWNERS OR CORPORATE OFFICERS OF
BRIDGER ASSOC., LLC?

(IF NO RESPONSE): (LET THE RECORD REFLECT THE REDEVELOPMENT AGENCY MEMBERS
DID NOT RESPOND TO THE PUBLIC-PELVINANT QUESTION).

Thank you.

Submitted at Redevelopment Agency

Date 9/1/04 Kent City, NV

Redevelopment

Citizen - Tom Mc Gowan. Las Vegas Resident.

To the meeting on WED. 18 August, '04, you were duly notified of the
need for and advisability of restoring public mass transit services for
the necessity and convenience of the residents and businesses located in
the central downtown sector of ward I, in the ^{REDEVELOPMENT} ^{REMOVED} area of
the city of Las Vegas. Either one (1) of two (2) ^{ROUTING} ^{ATTEMPTED} alternatives of the
"City Ride" Trailer Bus system would remedy that problem, and are
hereby recommended and requested.

Assent you comply with the recommendation and request by not later than
5:00 PM Friday 3 Sept. '04, a series of complaints will be filed with
the attorney general for the state of Nevada, citing all members of the
Redevelopment Agency, the City Council, the Clark County Board of Commissioners,
the Regional Transportation Commission, and their respective public
employee staff persons, for multiple violations of constitutional and statutory laws.

The verbatim text of my public comment is submitted and requested in closed in the
minutes of today's meeting, in compliance with NRS 241, the Nevada Open Meeting Law.
(Submitted)

Thank you.

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

RESOLUTIONS:

RA-2-2004 - DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE REDEVELOPMENT AGENCY AND BRIDGER ASSOCIATES, LLC, TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND APPROVING THE OPA, APN 139-34-210-077 (\$94,400 - SPECIAL REVENUE FUND) - WARD 5 (WEEKLY) [NOTE: THIS ITEM IS A COMPANION TO COUNCIL ITEM #65 (R-146-2004)]

Fiscal Impact

☐	No Impact	Amount: \$94,400.00
☒	Budget Funds Available	Dept./Division: OBD/RDA
☐	Augmentation Required	Funding Source: SPECIAL REVENUE FUND

PURPOSE/BACKGROUND:

This is a related item to Council #65 discussion and possible action consenting to undertakings of the Redevelopment Agency regarding assisting Bridger Associates, LLC with the cost of on-site and off-site improvements at 300 South Fourth Street. Approval of the Resolution will adopt findings that the OPA is in compliance with furtherance of the goals and objectives of the Redevelopment Plan and will approve the OPA.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Site Map
3. Disclosure of Principals
4. Resolution No. RA-2-2004
5. Owner's Participation Agreement with Attachments

MOTION:

WEEKLY – APPROVED as recommended – UNANIMOUS

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, indicated this item is a companion to 9/1/2004 Council Item 65.

REDEVELOPMENT AGENCY MEETING OF SEPTEMBER 1, 2004
Business Development
Item 2 – RA-2-2004

MINUTES –Continued:

See companion Item 65 of the 9/1/2004 Council meeting for other discussion.

(10:50 – 10:51)

2-448

AGENDA MEMO

REDEVELOPMENT AGENCY MEETING DATE: SEPTEMBER 1, 2004

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RESOLUTION FINDING THE PROJECT PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS RDA AND BRIDGER ASSOCIATES, LLC TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE RDA - WARD 5 (WEEKLY)

1. Bridger Associates, LLC, the owner of the property at 300 South Fourth Street, has requested financial assistance from the Redevelopment Agency for building façade and related improvements to be made to the property.
2. The building on the property was originally constructed in 1975, and needs some façade and streetscape improvements in order to modernize the building and make it more competitive in the Class "A" office market.
3. By increasing the building's competitiveness, the Agency will help the owner retain the office tenants for downtown Las Vegas. Currently, approximately 600 full-time employees work in the building, and an additional 300 persons visit the building and downtown Las Vegas.
4. The owner has estimated the total cost of necessary improvements to be \$1,313,508. The improvements shall include: new facade on the low-rise portion of the building, new landscaping and architectural pots, street and sidewalk improvements along Fourth Street, architectural shade elements, railings, updated and refurbished parking garage, site furnishings, public art, and revised signage.
5. The Agency's contribution of \$94,400 would amount of to 7% of the total project cost. Pursuant to the Agreement, the Agency's funds shall be used: to remove existing concrete and replace with new aggregate concrete; to remove concrete from back of curb to wall; to install a metal screen for relocated newspaper stand; to complete excavation of existing dirt, as may be required per City ordinance; to remove existing dirt, haul off, finish Type II and compacted per City of Las Vegas standard; to install irrigation and three trees along Fourth Street; and to install sewer grates at Fourth Street and Lewis Street.
6. The owner shall be responsible for selecting the contractor. The Agency shall pay the owner on a reimbursement basis upon completion of all work payable by the Agency.
7. The Agency has concluded that no other reasonable means of financing exist, due to the current market conditions for the Las Vegas Class "A" office market. Other means of financing would reduce the competitiveness of the owner's property with similar properties in the Las Vegas valley, thereby risking the property's job base for the Redevelopment Area.

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity BRIDGER ASSOCIATES LLC
Name	3111 S. Maryland Parkway Las Vegas, NV 89109
Address	(702) 735-0155
Telephone	88-6020453
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #	N/A

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Irwin A. Molasky	Paradise Development Ltd. 3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
2.	Samuel S. Lionel	Lionel, Sawyer & Collins 200 S. Maryland Pkwy, LV NV 89101	(702) 383-8888
	The Sawyer Family Trust dtd 7/13/094, Gail Sawyer, Trustee	35 Brandermill Drive Henderson, NV 89052	(702) 383-8888
4.	The Molasky Family 1998 Irrevocable Trust <u>Beneficiaries:</u> Alan Molasky, Andrew Molasky, Beth Molasky & Steven Molasky	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the **number of sheets**: _____

Block 5 Disclosure of Ownership and Principals - Alternate

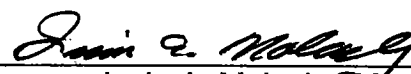
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____

Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

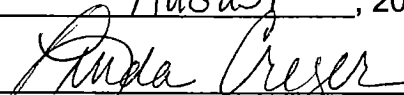


Irwin A. Molasky, Manager

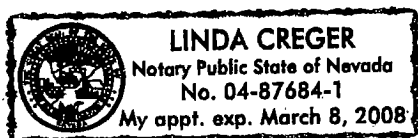
Subscribed and sworn to before me this 9TH
day of

8/9/04

AUGUST, 2004.



Notary Public



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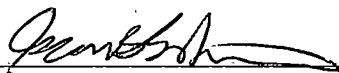
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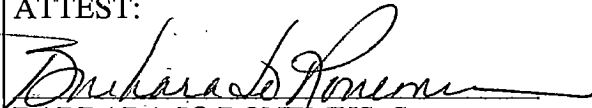
1 and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson
2 of the Governing Board of the Agency is hereby authorized and directed to execute the
3 Agreement for and on behalf of the Agency, and to execute any and all additional documents
4 (including any Attachments to the Agreement) and to perform any additional acts necessary to
5 carry out the intent and purpose of the Agreement.
6

7 THE FOREGOING RESOLUTION was passed, adopted and approved this
8 1st day of September, 2004.
9

10 CITY OF LAS VEGAS
11 REDEVELOPMENT AGENCY

12 By: 
13 OSCAR B. GOODMAN, Chairperson
14

15 ATTEST:

16 
17 BARBARA JO RONEMUS, Secretary
18

19 APPROVED AS TO FORM:

20  8/20/04
21 Date
22
23
24
25
26
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28

OWNER PARTICIPATION AGREEMENT
BY AND BETWEEN
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY
AND
BRIDGER ASSOCIATES, LLC
A NEVADA LIMITED LIABILITY COMPANY

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OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into as of the 21st day of March, 2004, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter referred to as the "Agency") and Bridger Associates, LLC, a Nevada Limited Liability Company, (hereinafter referred to as the "Participant"). The Agency and the Participant agree as follows:

I. [§100] SUBJECT OF AGREEMENT

[§101] A. Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Bridger Associates Capital Improvement Project (the "Project") by providing for the improvement of certain real property (the "Site") included within the boundaries of the Project (the "Project Area"). The improvement of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas (the "City") and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan.

[§102] B. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted by the City Council of the City of Las Vegas on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

[§103] C. The Redevelopment Area

The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries of the Redevelopment Area are specifically described in the Redevelopment Plan, as amended.

[§104] D. The Site

The Site is that portion of the Redevelopment Area shown on the "Site Map," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference. The Site is composed of real property presently owned by the Participant.

[§105] **E. Parties to this Agreement**

[§106] **1. The Agency**

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.).

The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101.

"Agency," as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

[§107] **2. The Participant**

The Participant is Bridger Associates, LLC, a Nevada Limited Liability Company, whose sole manager is Irwin Molasky. The principal address of the Participant is 3111 South Maryland Parkway, Las Vegas, Nevada, 89109.

Whenever the term "Participant" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The Participant qualifies as an "owner participant" as that term is used in the Redevelopment Plan and the Community Redevelopment Law.

The qualifications and the identity of the Participant are of particular concern to the Agency, and it is because of such qualifications and identity that the Agency has entered into this Agreement with the Participant. No voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the Agency pursuant to Section 409 hereof if there is any significant change (voluntary or involuntary) in the ownership, management or control of the Participant.

The Participant shall not assign all or any part of this Agreement without the prior written approval of the Agency.

II. [§200] IMPROVEMENT OF THE SITE

[§201] A. Improvement of the Site by the Participant

[§202] 1. Scope of Development

The Participant represents that it shall develop the Site as provided in the "Scope of Development," attached hereto as Attachment "3" and incorporated herein by reference, within the deadlines as set forth in the "Schedule of Performance," attached hereto as Attachment "4" and incorporated herein by reference.

[§203] 2. Cost of Construction

Except as specified in this section, the cost of developing the Site and rehabilitating and/or constructing all improvements thereon shall be borne solely by the Participant. The Agency shall pay to Participant, or to a Nevada licensed contractor under contract with the Participant, the amount not to exceed Ninety-Four Thousand, Four Hundred and Zero Hundredths Dollars (\$94,400.00) ("Agency Funds") as the Agency's contribution towards permanent sidewalk improvement costs incurred by the Participant in rehabilitating and constructing all improvements. Payment of the Agency Funds shall be subject to the Participant's submittal to the Agency of the costs incurred by the Participant for making improvements to the Site at the Participant's costs, inspection of the improvements by the Agency and verification of such costs by the Agency. The Agency shall have the right to pay the contractor or subcontractor directly for work performed for the Project. Any costs in excess of the Agency Funds shall be borne solely by the Participant.

[§204] 3. Bodily Injury and Property Damage Insurance; Indemnification

Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) for any person, \$1,000,000 for any occurrence and Five Hundred Thousand Dollars (\$500,000) property damage, and \$10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Notice of Completion for the Site.

[§205] **4. City and Other Governmental Agency Permits**

Prior to the commencement of construction (or any work related thereto) upon the Site, Participant shall secure, or cause to be secured, any and all permits which were required by the City or any other governmental agency affected by such construction.

[§206] **5. Rights of Access During Construction**

Representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees, at normal business hours for the purposes of this Agreement, including, but not limited to, the inspection of the work performed in rehabilitating and/or constructing the improvements.

[§207] **6. Anti-discrimination During Construction**

The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

[§208] **7. Schedule of Site Improvements**

The Participant shall submit to the Agency a Schedule of Improvements, Attachment No. 4. The Agency shall have the sole reasonable discretion to approve the Schedule of Site Improvements in accordance with the Scope of Development, Attachment No. 3.

In evaluating the sufficiency of the Schedule of Improvements for the Project, the Agency shall consider whether the Schedule of Improvements provides permanent improvements to the buildings, equipment, and appurtenances on the Site, which are needed for sustaining and maintaining competitiveness of the Participant's Class "A" office building. As such, the Agency will require the following information for each physical improvement to the Site:

1. Detailed description of the work to be performed or which has been performed to date; and
2. The cost of the work to be performed, as evidenced by two or more bids from Nevada licensed contractors, or as evidenced by prior payment of work performed; and
3. The source of the Participant's funds to be used, or used for the work to be performed or performed; and
4. The debt incurred, if any, by the Participant, for the performance of work to be performed or performed; and
5. A description of all required property, liability and title insurance, payment bonds,

performance bonds, and any security interest or collateral required for the work to be performed or performed; and

6. Copies of proposed material loan documents, if any, demonstrating any and all encumbrances against the Site; and
7. Other related information or documents that Agency may reasonably request.

The Schedule of Improvements shall be submitted to the Agency by the date set forth in Attachment No. 4.

[§209] **B. Prohibition Against Transfer and Assignment of Agreement**

Prior to the issuance of a Notice of Completion with respect to the construction of the improvements on the Site, the Participant shall not, except as permitted by this Agreement, assign or attempt to assign this Agreement or any rights herein, nor make any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the Site or the improvements thereon, without the prior written approval of the Agency (which approval shall not be unreasonably withheld). This prohibition shall not apply subsequent to the issuance of the Notice of Completion. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing or rental of all or any portion of the improvements on the Site for the uses specified herein and in the Redevelopment Plan. This prohibition shall also not be deemed to prohibit the granting of any security interests in the Site for the purpose of securing loans or funds to be used for financing the construction of the improvements on the Site.

Any proposed buyer, transferee, conveyee, assignee or lessee shall have the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by the Agency, to fulfill the obligations undertaken in this Agreement by the Participant. Any such proposed buyer, transferee, conveyee, assignee or lessee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency, shall expressly assume all of the obligations of the Participant under this Agreement and agree to be subject to all conditions and restrictions to which the Participant is subject. There shall be submitted to the Agency for review all instruments and other legal documents proposed to effect any such sale, transfer, conveyance, assignment or lease, and, if approved by the Agency, such approval shall be indicated to the Participant in writing.

In the absence of specific written agreement by the Agency, no such sale, transfer, conveyance, assignment or lease, or the approval thereof by the Agency, shall be deemed to relieve the Participant or any other party from any obligations under this Agreement.

[§210] **C. Notice of Completion**

After the completion of all work set forth in this Agreement on the Site and payment of the Agency funds to Participant, and upon the written request by the Participant, the Agency shall furnish the Participant with a Notice of Completion, in the form attached hereto as Attachment No. 5 and incorporated herein by reference, which evidences and determines the satisfactory completion of such work. Such Notice of Completion shall be in such form to permit it to be recorded in the Office of the County Recorder of Clark County. The Notice of Completion shall not be withheld or delayed by the Agency unless the Participant shall have failed to satisfactorily complete the construction required by this Agreement in substantial compliance with the terms and provisions hereof. Upon issuance of such Notice of Completion, the respective rights and obligations of the parties with reference to the Site shall be limited to those set forth in the Agreement to be Recorded Affecting Real Property as described in Section 210 of this Agreement.

Such Notice of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Participant to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the construction of the improvements on the Site, or any portion thereof.

[§211] **D. Agreement to be Recorded Affecting Real Property**

Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment No. 6 and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement and by which the Agency agrees to waive its legal right to acquire the Site by eminent domain. The Agency is authorized to, and shall, record the Agreement to be Recorded Affecting Real Property after issuance of the Notice of Completion pertaining to the Site.

[§212] **E. Employment Plan**

Participant has submitted an Employment Plan, attached hereto as Attachment No. 7, which provides the Participant's plans for addressing employment issues and items as outlined in the Agency's Employment Plan Policy Guidelines.

III. [§300] USE AND MAINTENANCE OF THE SITE

[§301] **A. Use of the Site**

The Participant covenants and agrees for itself, its successors, its assigns and every successor in interest, to devote the Site to the uses specified in the Redevelopment Plan and to comply with all other provisions and conditions of the Redevelopment Plan for the period of time the Plan is in force and effect. The foregoing covenants shall run with the land.

[§302] **B. Maintenance of the Site**

The Participant agrees to maintain the improvements and landscaping on the Site in a clean and orderly condition and in good condition and repair and keep the Site free from any accumulation of debris and waste materials for the period of time the Redevelopment Plan is in force and effect.

[§303] **C. Obligation to Refrain from Discrimination**

The Participant covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

[§304] **E. Rights of Access**

For the purposes of assuring compliance with this Agreement, representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees for the purpose of inspection of the Site as to maintenance of the improvements thereon. Such representatives of the Agency or the City shall be those who are so identified in writing by the Executive Director of the Agency.

[§305] **F. Effect and Duration of Covenants**

The covenants contained in Sections 301 and 302 of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination contained in Section 303 of this Agreement shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site or any part thereof, and the tenants, lessees, sublessees and occupants of the Site, for the benefit of and in favor of the Agency, its successors and assigns, the City and any successor in interest thereto.

IV. [§400] DEFAULTS AND REMEDIES

[§401] **A. Defaults**

Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting

party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default, or within sixty (60) days provided that the defaulting party is diligently pursuing a cure. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

[§402] **B. Legal Actions**

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada.

The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement.

[§403] **C. Applicable Law**

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

[§404] **D. Remedies of the Parties**

[§405] **1. Mutual Remedy of Specific Performance**

Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement.

[§406] **2. Intentionally Omitted**

[§407] **3. Remedies of the Agency**

[§408] **a. In General**

[§409] **i. Termination**

During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Participant or such other date as may be specified in the written notice.

[§410]

ii. Return of Agency Funds

In the event of termination of this Agreement by the Agency, the Participant agrees to return any and all Agency Funds paid to the Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Participant shall entitle the Agency to sue the Participant for specific performance as provided in Section 405 and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

V. [§500] GENERAL PROVISIONS

[§501]

A. Conflicts of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

[§502]

B. Nonliability of Agency Officials and Employees

No member, official or employee of the Agency shall be personally liable to the Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement.

[§503]

C. Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the form attached hereto as Attachment "8", all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

VI. [§600] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement comprises pages 1 through 13, inclusive, and Attachment Nos. 1 through 8, which constitute the entire understanding and agreement of the parties.

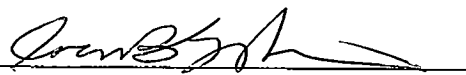
This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Participant.

VII. [§700] TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

This Agreement, when executed by the Participant and delivered to the Agency, must be authorized, executed and delivered by the Agency within forty-five (45) days after the date of signature by the Participant or this Agreement shall be void, except to the extent that the Participant may consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, Chairperson

"AGENCY"

ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 8/20/04
Date

BRIDGER ASSOCIATES, LLC
A Nevada Limited Liability Company

By: 
Irwin Molasky, Manager

"PARTICIPANT"

ACKNOWLEDGMENTS

STATE OF NEVADA

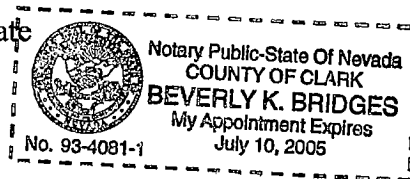
SS.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this 21st day of March, 2004, by OSCAR B. GOODMAN, Chairperson of the City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State

Beverly K. Bridges



STATE OF NEVADA

SS.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this 16th day of MARCH, 2004, by IRWIN MOLASKY, Manager of BRIDGER ASSOCIATES, LLC a Nevada Limited Liability Company.

NOTARY PUBLIC, in and for said County and State

Linda Greger

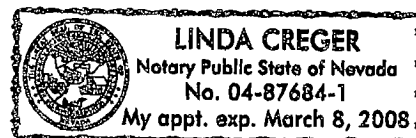
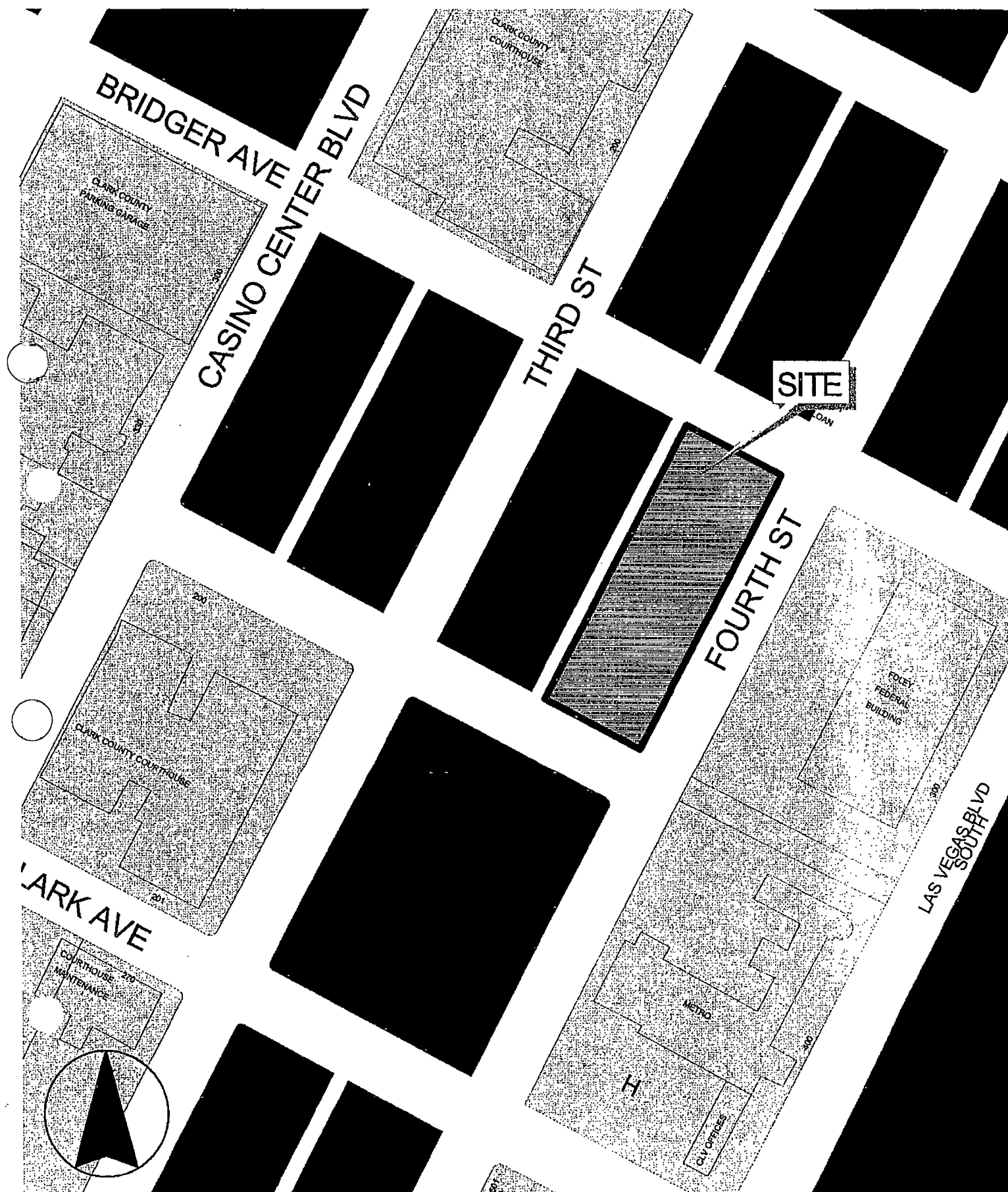


TABLE OF ATTACHMENTS

ATTACHMENT "1"	SITE MAP
ATTACHMENT "2"	LEGAL DESCRIPTION
ATTACHMENT "3"	SCOPE OF DEVELOPMENT
ATTACHMENT "4"	SCHEDULE OF PERFORMANCE
ATTACHMENT "5"	NOTICE OF COMPLETION
ATTACHMENT "6"	AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY
ATTACHMENT "7"	EMPLOYMENT PLAN
ATTACHMENT "8"	DISCLOSURE OF PRINCIPALS

Attachment "1" Site Map



ATTACHMENT "2"

Exhibit ____

Legal Description of Property
Bank of America Plaza

Lots Seventeen (17) through Thirty-Two (32) in Block Twenty-Eight (28) of Clark's Las Vegas Townsite, as shown by Map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "3"

**SCOPE OF DEVELOPMENT
BRIDGER ASSOCIATES, LLC**

The Participant agrees to acquire two or more written estimates from Nevada Licensed Contractors for the following work to be performed:

1. Remove existing concrete and replace with new aggregate concrete (Bus Turnout to stay per City of Las Vegas), removing concrete from back of curb to wall
2. Install metal screen for relocated newspaper stand.
3. Complete excavation of existing dirt if required by City of Las Vegas, \$19,899.48.
4. Remove existing dirt, haul off, finish Type II and compacted per City of Las Vegas standard.
5. Install irrigation and three trees along Fourth Street frontage.
6. Install sewer grates at Fourth Street and Lewis Street.

ATTACHMENT "4"
SCHEDULE OF PERFORMANCE

1. **Execution of Agreement by Participant.** The Participant shall execute and deliver the Agreement to the Agency. Not later than September 1, 2004.
2. **Execution of Agreement by Agency.** The Agency shall consider the Agreement at a duly held public meeting and vote to authorize execution of the Agreement. If so authorized, Agency shall execute and deliver the Agreement to the Participant. Within thirty (30) calendar days after approval of the Agreement, or no later than October 15, 2004, whichever occurs first.
3. **Submission of Participant's Schedule of Improvements.** The Participant shall submit for the Agency's review a Schedule of Improvements to be made to the Site, and to the buildings, fixtures, equipment, and appurtenances thereon, together with documentation indicating the source of Participant funds to be used for such improvements, pursuant to §208 of the Agreement. Within thirty (30) calendar days after approval of the Agreement, or no later than October 15, 2004, whichever occurs first.
4. **City and Governmental Permits.** The Agency shall assist in obtaining all necessary permits and in meeting all regulatory requirements associated with the development of the Site. Not later than December 31, 2004.
5. **Submission – Certificates of Insurance.** The Participant shall submit certificates of bodily injury and property damage insurance and other such insurances as required pursuant to §204 of the Agreement. Not later than December 31, 2004.
6. **Completion of Improvements.** The Participant shall complete the improvements to the Site, and receive a Certificate of Occupancy for the building on the Site, in order to commence operations. No later than one hundred twenty days following execution of the Agreement, or April 15, 2005, whichever occurs first.
7. **Payment Schedule.** The Agency will issue payments for this project based on receipt of invoices from the Paving Contractor, inspection of improvements, and verification of costs pursuant to §203 of the Agreement. As invoices are submitted.

ATTACHMENT "5"
NOTICE OF COMPLETION

Recording Requested by:
City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, NV 89101

NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, by Owner Participation Agreement ("OPA") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to Bridger Associates, LLC, a Nevada Limited Liability Company ("Participant") for the purpose of making improvements to the Site, which is situated in the city of Las Vegas, Nevada, and described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the OPA, the Agency shall furnish the Participant with a Notice of Completion upon completion of all construction and development upon the Site, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

...
...
...

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

BARBARA JO RONEMUS, Secretary

ATTACHMENT 6

Form of Agreement to be Recorded Affecting Real Property

Recording Requested by:
City of Las Vegas
Redevelopment Agency

After Recordation, Mail to:
Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and BRIDGER ASSOCIATES, LLC, (hereinafter referred to as the "Participant") with reference to the following:

- A. The Participant is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".
- B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.
- C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Participant on _____ (the "OPA").

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY
AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the OPA, that the terms and provisions of the OPA have been fully and satisfactorily performed by the Participant and that the OPA shall be of no further force or effect.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The Participant further covenants and agrees that prior to the issuance date in the Notice of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Notice of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

...

...

IN WITNESS WHEREOF, the Agency and the Participant have executed this Agreement
as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman
"Agency"

○ ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

By: _____
"Participant"

Exhibit "A"
Legal Description of Property
Bank of America Plaza

Lots Seventeen (17) through Thirty-Two (32) in Block Twenty-Eight (28) of Clark's Las Vegas Townsite, as shown by Map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "7"

EMPLOYMENT PLAN

The Participant intends to make significant improvements to the building, and to on-site and off-site improvements at the Project Site.

These improvements shall include, but are not limited to, replacing existing concrete with new aggregate concrete for sidewalks and entrance, painting of existing garage, new exterior benches, new railings, new landscaping to feature xeriscape methods, updated signage and lighting, new signage for all tenants, modernization of the storefront on the South elevation, new patio furniture for the retail business affronting Fourth Street, brownstone steps replaced with granite or comparable material, and public art on the exterior of the building.

The existing building, a Class "A" office building contains approximately 600 professional office and service employees. These employees will be retained as a result of the Project.

The Participant has estimated that 60 construction jobs will be created during the duration of construction of the Project.

The Participant has estimated that more than 300 visitors per day visit the building.

ATTACHMENT "8"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity BRIDGER ASSOCIATES LLC
Name	3111 S. Maryland Parkway Las Vegas, NV 89109
Address	(702) 735-0155
Telephone	88-6020453
FIN or DUNS	

Block 2	Description
	Subject to the terms of the Contract Agreement
	N/A

Block 3	Type of Business
☒	Individual
☐	Partnership
☒	Limited Liability Company
☐	Corporation

Block 4 **Disclosure of Ownership and Principals**
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Irwin A. Molasky	Paradise Development Ltd. 3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
2.	Samuel S. Lionel	Lionel, Sawyer & Collins 200 S. Maryland Pkwy, LV NV 89101	(702) 383-8888
3.	The Sawyer Family Trust dtd 7/13/094, Gail Sawyer, Trustee	35 Brandermill Drive Henderson, NV 89052	(702) 383-8888
4.	The Molasky Family 1998 Irrevocable Trust <u>Beneficiaries:</u> Alan Molasky, Andrew Molasky, Beth Molasky & Steven Molasky	3111 S. Maryland Parkway Las Vegas, NV 89109	(702) 735-0155
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the **number of sheets**: _____

Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document

N/A

Date of Attached Document

Number of Pages

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Irwin A. Molasky

Irwin A. Molasky, Manager

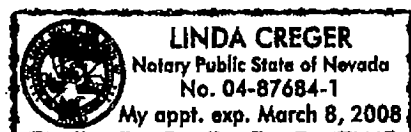
Subscribed and sworn to before me this 9TH
day of

8/9/04

AUGUST, 2004.

Linda Greger

Notary Public



Las Vegas Redevelopment Agency
Office of Business Development

Monthly Update on
Contract Projects

September 1, 2004

**Good morning City Council. This is our continuing update
on the status of redevelopment projects.**

9/1/04
Agency #3

Commercial "VIP" Program Targeted Redevelopment Corridors

(RDA) Presenting revised plan on October 6
RDA meeting

Budget allocation of \$1 million

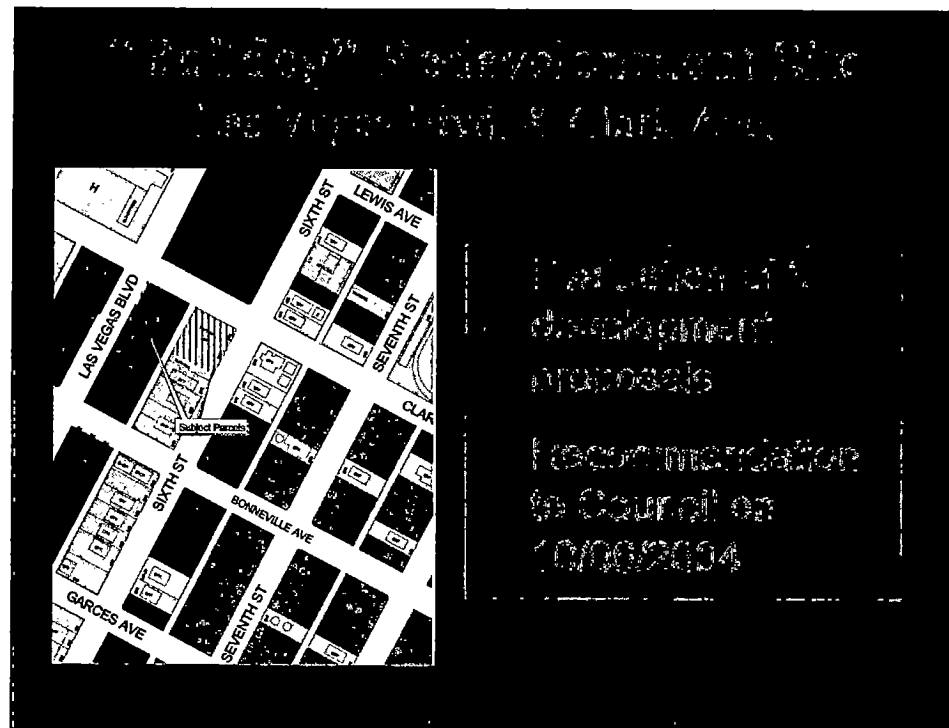
Interest in the program has been keen

Award grant capped at \$50,000 per project

Requiring 1:1 private match in target areas

Requiring 2:1 match in remainder of RDA
Plan Area

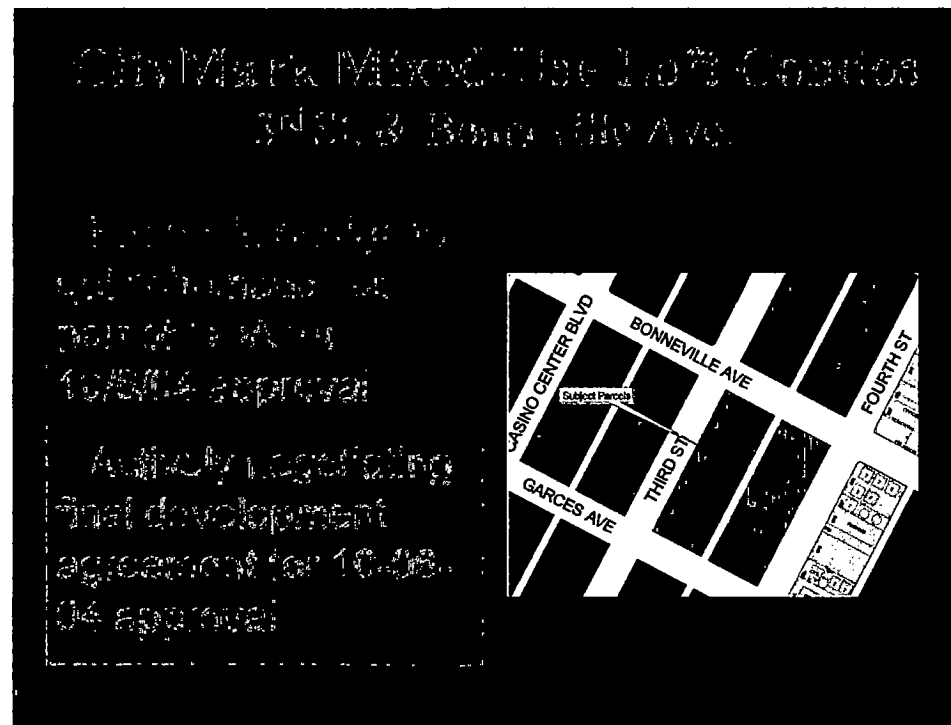
At a recent Redevelopment Agency Board meeting
you approved a new Visual Improvement Program to assist
small business owners. The program is geared to helping new
and start-up businesses within the Redevelopment Area,
especially along particular target corridors. The three initial
target corridors are Martin Luther King Boulevard, Eastern
Avenue, Main Street.



Staff received three development proposals for this site. The selection committee met in August to present evaluations and make a selection. A recommendation will be put before you on October 6, 2004 City Council meeting.

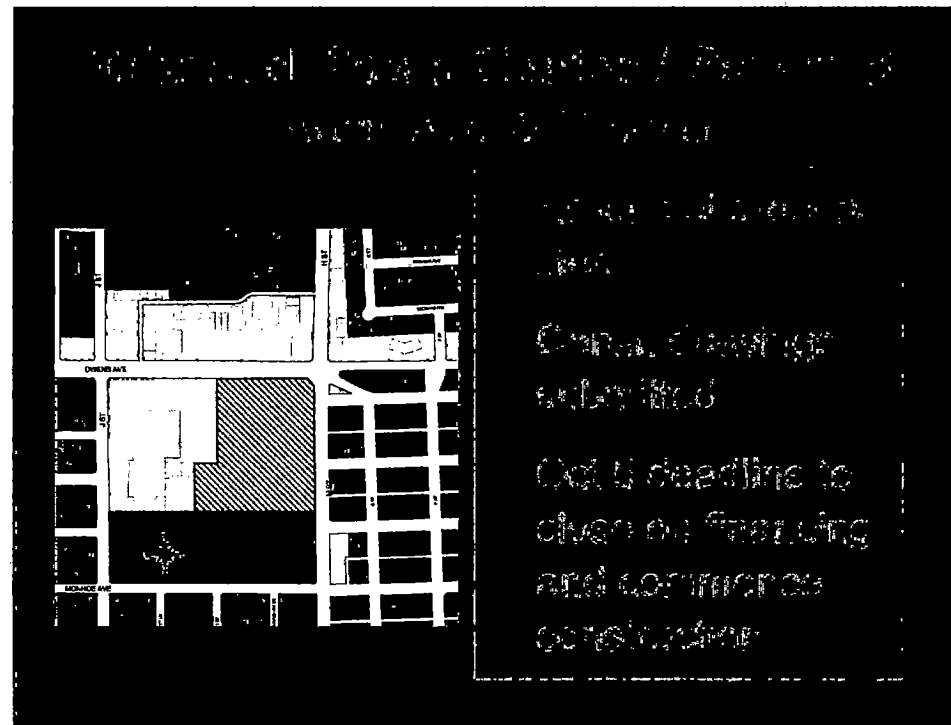


- As you saw in the Las Vegas Sun news article...
 - The first of many high-rise residential projects downtown
- Geotechnical borings
- Off-site work has also begun



At CityMark's request an extension to the ENA was granted to permit them sufficient time to refine their design for their proposed mixed-use loft/condominium development. CityMark has taken the opportunity to customize their design for our Third and Bonnevile site. It appears that their first Las Vegas project will surpass their first four San Diego projects in complexity and quality of urban environment.

Staff has been working diligently with CityMark and their attorneys, and we look forward to bringing the final DDA to you for approval at your first meeting in October



- Vons has closed their doors
- Developer engaged broker to market the grocery store space
- Revised construction drawing were submitted on August 26.
- Developer has until October 5th to close on the development loan and commence construction.



- Escrow has been closed on the new FBI Regional Headquarters.
- Site Plans have been approved
- Drainage study has been completed and approved.
- Project will break ground this fall.
- Fully occupied by early 2006.

RLT Corp. Office/Training Center
Enterprise Park: MLK & Wheeler Peak Dr.



Drainage study approved

Architectural plans Approved

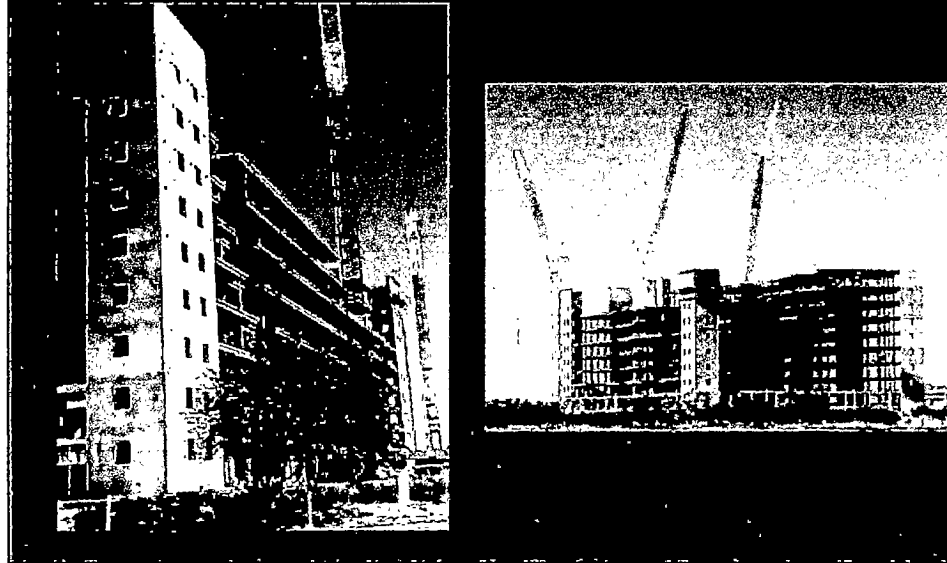
Civil Plans submitted to Land Development

Another project making progress towards construction is RLT Corporation's 14,000 SF corporate office and job training center in Enterprise Park. The Drainage study is approved, architectural plans have been approved and civil plans were submitted to Land Development on August 25. We are awaiting resolution of certain issues such as coordination with the proposed widening of MLK. Staff anticipates that the project will begin construction this fall.



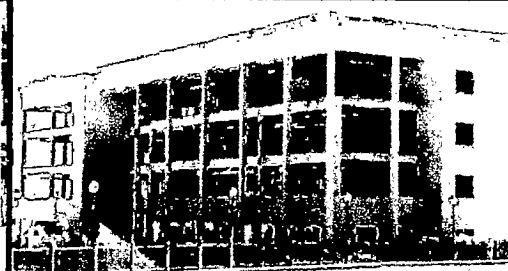
- “Termination notice” to CenterStaging on August 25th
- Not been able to structure financing acceptable to all members of the partnership
- Fell behind on their progress in designing
- Developer did not meet the deadline of August 23rd to cure the default.
- CenterStaging encouraged to come back to the City when they were ready to submit a new proposal for a location.

World Market Center NWC Grand Central Parkway & Bonneville



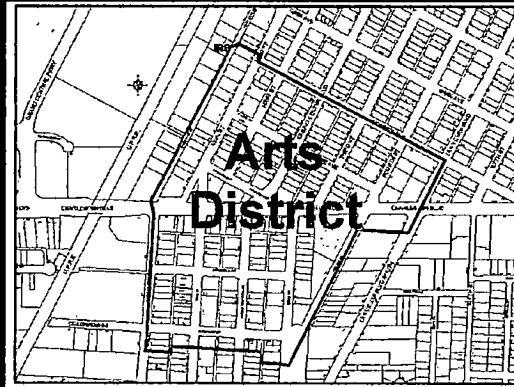
- Picture speaks for itself
- Construction on schedule
- 1.3 million sf building opening for July 18, 2005 convention
- Permits submitted for 400K sf tent

IRS Regional Headquarters F Street & Ogden Underpass



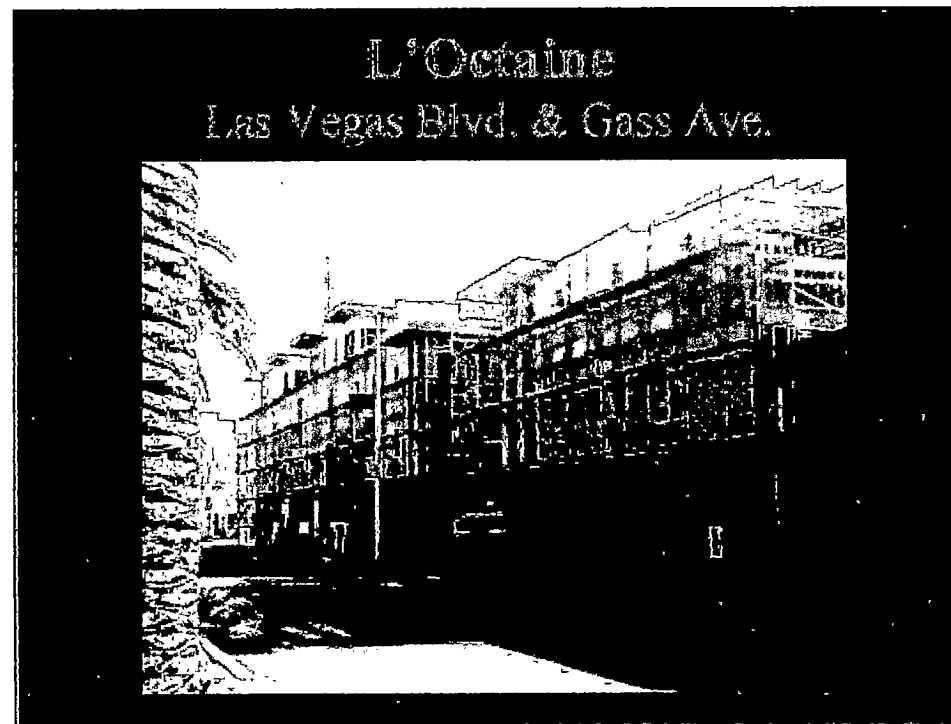
Construction is proceeding very rapidly on the IRS project. Interior partition framing is underway and all utility rough-ins are being completed. The developer indicates that the building will be substantially complete by the end of this

Las Vegas Arts District Current Redevelopment Agency Projects



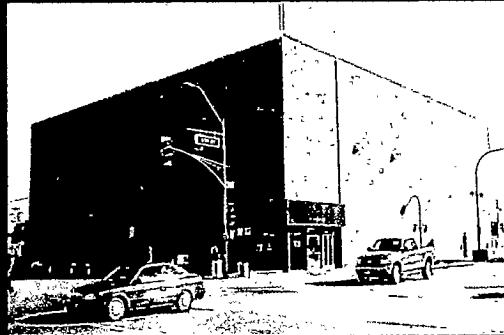
Exploring
partnerships
with potential
banking
partners
3 officials from
city to serve on
entity board

The City and Arts District are exploring partnerships with potential banking partners to further the success of the district. The City offered 3 officials to serve on the board of the Arts District Development Corporation, which will become the not-for-profit arm of the Community Development Entity that will apply for new markets tax credits.



Framing has reached the roof of L'Octaine. This four story residential building complex has really taken shape over the past few months. The project is on schedule to be complete by the Spring of 2005.

601 East Fremont
East Fremont Entertainment District



2 prospective purchasers

**Developers encouraged to construct
residential on surface lot**

Staff continues to attract new players to this project, especially groups who could construct their project in the next 12-18 months before the Entertainment District Ordinance sunsets or has to be renewed (October 2, 2005).

We are currently in serious discussions with a couple development teams, and hope to bring one of them forward to you in the the very near future.

Las Vegas Redevelopment Agency
Office of Business Development
Monthly Update on
Contract Projects

September 1, 2004

I would be glad to answer any questions that you may have,
and also to receive your comments and requests for particular
information that you would like to receive next month.

Thank you very much

TM/LAS COUL MTS. [9A WED. 1 Sept. '04 (encl. CHMRB.) (CH: MMY:olk)]

.. < (10") > ..

Item #1: Tom Mc Gowan. Las Vegas Resident.

WHO ARE THE PRINCIPAL OWNERS AND CORPORATE OFFICERS OF
BRIDGER ASSOC., LLC?

(IF NO RESPONSE); (LET THE RECORD REFLECT THE REDEVELOPMENT AGENCY MEMBERS
DID NOT RESPOND TO THE PUBLIC PERTINENT QUESTION).

Thank you.

Submitted at Redevelopment Agency

Date 9/1/04 Item City of Las Vegas

Redevelopment

Citizen's - Tom Mc Gowan. Las Vegas Resident.

To the meeting on WED. 18 August, '04, you were duly noticed of the
need for and advisability of restoring public mass transit services for
the necessities and convenience of the residents and businesses located in
the central downtown sector of ward I, in the ^{REDEVELOPED} ~~REDEVELOPED~~ area of
the city of Las Vegas. Either one (1) of two (2) routing alternatives of the
"City Ride" Trailer Bus system would remedy that problem, and are
hereby recommended and requested.

Absent you comply with the recommendation and request by not later than
5:00 PM Friday 3 Sept. '04, a series of complaints will be filed with
the Attorney General for the State of Nevada, citing all members of the
Redevelopment Agency, the City Council, the Clark County Board of Commissioners,
the Regional Transportation Commission, and their respective public
employee staff persons, for multiple violations of Constitutional and Statutory Law.

The verbatim text of my public comment is submitted and requested in the
minutes of today's meeting, in compliance with NRS 241, the Nevada Open Meeting Law.
(Submitted)

Thank you.

City of Las Vegas

AGENDA SUMMARY PAGE **REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 1, 2004**

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED.

MINUTES:

TOM MCGOWAN, Las Vegas resident, submitted his written comments, a copy of which is made a part of these minutes, regarding his previous comments about restoring public mass transit services. He threatened to file a complaint with the Attorney General's Office if the City fails to comply.

(11:06 – 11:09)
2-1013

THE MEETING ADJOURNED AT 11:09 A.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
November 5, 2004


Barbara Jo Ronemus, Secretary

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

REPORT AND POSSIBLE ACTION REGARDING REDVELOPMENT AGENCY PROJECTS CURRENTLY UNDER CONTRACT - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

Fiscal Impact

☒	No Impact	Amount:
☐	Budget Funds Available	Dept./Division:
☐	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

To update the Redevelopment Agency Board on Redevelopment Agency projects currently under binding contracts with owners, developers, and consultants, and to receive input from the Redevelopment Agency Board on the progress of projects as warranted.

RECOMMENDATION:

Accept report

BACKUP DOCUMENTATION:

Submitted after meeting: hard copy of scripted PowerPoint presentation

MOTION:

REESE – ACCEPTED the report – UNANIMOUS

MINUTES:

Using a PowerPoint presentation, SCOTT ADAMS, Director, Business Development, updated the Agency members on the status of various projects throughout the redevelopment area.

Regarding the 601 Fremont building, MEMBER WEEKLY asked MR. ADAMS if he feels comfortable with the new applicant. MR. ADAMS answered in the affirmative and added that staff has been working with a couple of groups. One of the groups may be restructuring its team to make them more viable and capable of accomplishing the desires of the Agency for that property. Upon their restructuring, staff would feel comfortable in recommending them to go forward.

As far as the Enterprise Park, MEMBER WEEKLY said that several projects are going forward, but the CenterStaging project was also held up. He asked MR. ADAMS the status on that project, because, to his understanding, some of the partners have changed and there is a new component, and there is a lot of confusion going on. He would like the CenterStaging project to move

REDEVELOPMENT AGENCY MEETING OF SEPTEMBER 1, 2004

Business Development

Item 3 - REPORT AND POSSIBLE ACTION REGARDING REDVELOPMENT AGENCY PROJECTS CURRENTLY UNDER CONTRACT - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

MINUTES – Continued:

forward, but, if the partners change, he wants to make sure it is brought back for Council's approval. He is opposed to staff accepting another extension without the Council's knowledge of the full details. MR. ADAMS indicated that he is not familiar with any new component. Based on the information submitted to Agency staff by the required deadline, CenterStaging was extensively out of compliance. MEMBER WEEKLY insisted that when the CenterStaging project was put together, he met with JOHNNY CASWELL and ROSS GOODMAN, who are the people that the Council voted and approved on. If there is a change in partnership, he wants the Council to be apprised and for each individual member to be briefed. He also wants the public informed. CITY MANAGER SELBY interjected that the development agreement with MR. CASWELL was terminated. If the project were to come back, a whole new agreement would have to be drafted and brought before the Council for consideration.

MEMBER WEEKLY expressed concern about the impact the closure of Vons and Smith's Food King in the West Las Vegas area will have on the nearby community, especially for the seniors who need to fill their prescriptions. He asked what steps staff is taking to help mitigate that impact. Also, he has received many calls from non-profit groups being referred to his office about land in the Enterprise Park. And, as he has informed CITY MANAGER SELBY, he would prefer that some of the current projects be totally completed before any other projects are started. Because there are a lot of projects in the works that have not gotten off the ground.

NOTE: CHAIRMAN GOODMAN directed MR. ADAMS to contact MARY GREEN, who spoke under Item 1, to inform her about the Commercial Visual Improvement Program.

(10:51 – 11:01)

2-479