

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5

6
7
8
9
10
11
12

13
14
15
16
17

18
19
20

22
23
24
25

27

1 other improvements on the Site are available; and

2 WHEREAS, the City Council of the City of Las Vegas has considered the
3 undertakings of the Agency in connection with the Owner Participation Agreement (the
4 "Agreement"), which provides for the contribution of funds to Participant for the rehabilitation
5 and construction of certain on-site and off-site improvements, all as more fully set forth in the
6 Agreement ("Project").
7

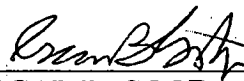
8 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
9 the City of Las Vegas hereby finds and determines that the development of facilities, structures
10 or other improvements on the Site are of benefit to the Redevelopment Area or the immediate
11 neighborhood in which the Redevelopment Area is located; and
12

13 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
14 finds and determines there are no reasonable means of financing those facilities, structures or
15 other improvements on the Site; and
16

17 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
18 consents to the undertakings of the Agency in connection with the Agreement with Participant
19 for the Project concerning the development on the Site.
20

21 THE FOREGOING RESOLUTION was passed, adopted and approved this
22 1st day of September, 2004.

23 CITY OF LAS VEGAS

24 By: 
25 OSCAR B. GOODMAN, Mayor

26 ATTEST:

27 
28 BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 8/20/04
Date

OWNER PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY

AND

**BRIDGER ASSOCIATES, LLC
A NEVADA LIMITED LIABILITY COMPANY**

TABLE OF CONTENTS

I. [§100] SUBJECT OF AGREEMENT	1
A. [§101] Purpose of this Agreement	1
B. [§102] The Redevelopment Plan	1
C. [§103] The Redevelopment Area	1
D. [§104] The Site	1
E. [§105] Parties to this Agreement	2
1. [§106] The Agency	2
2. [§107] The Participant	2
II. [§200] IMPROVEMENT OF THE SITE	3
A. [§201] Improvement of the Site by the Participant	3
1. [§202] Scope of Development	3
2. [§203] Cost of Construction	3
3. [§204] Bodily Injury and Property Damage Insurance; Indemnification	3
4. [§205] City and Other Governmental Agency Permits	4
5. [§206] Rights of Access During Construction	4
6. [§207] Anti-Discrimination During Construction	4
7. [§208] Schedule of Site Improvements	4
B. [§209] Prohibition Against Transfer and Assignment of Agreement	5
C. [§210] Notice of Completion	6
D. [§211] Agreement to be Recorded Affecting Property	6
E. [§212] Employment Plan	6
III. [§300] USE AND MAINTENANCE OF THE SOTE	
A. [§301] Use of the Site	6
B. [§302] Maintenance of the Site	7
C. [§303] Obligation to Refrain from Discrimination	7
D. [§304] Rights of Access	7
E. [§305] Effect and Duration of Covenants	7
IV. [§400] DEFAULTS AND REMEDIES	
A. [§401] Defaults	7
B. [§402] Legal Actions	8
C. [§403] Applicable Law	8
D. [§404] Remedies of the Parties	8
1. [§405] Mutual Remedy of Specific Performance	8
2. [§406] Intentionally Omitted	8
3. [§407] Remedies of the Agency	8
a. [§408] In General	8
i. [§409] Termination	8
ii. [§410] Return of Agency Funds	9

V. [§500] GENERAL PROVISIONS	9
A. [§501] Conflicts of Interest	9
B. [§502] Nonliability of Agency Officials and Employees	9
C. [§503] Disclosure of Principals	9
VI. [§600] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS	9
VII. [§700] TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY	10
ACKNOWLEDGMENTS	11
TABLE OF ATTACHMENTS	12

OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 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:

J. P. [Signature] 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 ____ day of _____, 2004, by OSCAR B. GOODMAN, Chairperson of the City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK ☞

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

NOTARY PUBLIC, in and for said County and State

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. <u>Execution of Agreement by Participant.</u> The Participant shall execute and deliver the Agreement to the Agency. | Not later than September 1, 2004. |
| 2. <u>Execution of Agreement by Agency.</u> 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. <u>Submission of Participant's Schedule of Improvements.</u> 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. <u>City and Governmental Permits.</u> 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. <u>Submission – Certificates of Insurance.</u> 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. <u>Completion of Improvements.</u> 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. <u>Payment Schedule.</u> 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

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 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
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

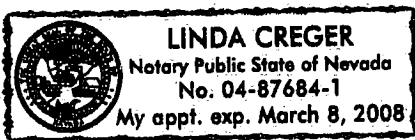
Irwin A. Molasky, Manager

Subscribed and sworn to before me this 9TH
day of

8/9/04

AUGUST, 2004.

Linda Creger
Notary Public



AFFIDAVIT OF IRWIN MOLASKY

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, Irwin Molasky, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a Manager of Bridger Associates, LLC, a Nevada Limited Liability Company. Bridger Associates, LLC ("Participant") is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making public improvements to the City of Las Vegas right-of-way located in front of the property at 300 South Fourth Street ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on September 1, 2004.

2. The building on the Site was originally constructed in 1975. Substantial improvements were needed to make the building more competitive in the downtown Las Vegas Class "A" office sub-market. During the past five years, Participant has made substantial interior improvements including the lobby and public areas, new elevators, tenant improvements and updated the fire, life, safety systems at their own expense of approximately eight million dollars. Because the city has asked individual property owners to upgrade the exterior of their properties as part of the redevelopment and revitalization of the downtown area, Participant has agreed to do substantial improvements to the garage and office building. These improvements include replacement of sod with drought tolerant landscaping, addition of benches and seating areas, public art sculpture, shade structures, renovation of the existing fascade, new contemporary

Submitted at City Council

Date 9/1/04 Item # 65

signage and renovation of the garage level at a cost to the Participant of an additional \$1.2 million. This project will be complete by year end.

3. Assistance from the Agency, in the amount of \$94,400 will allow the Participant to make additional off-site improvements to the public sidewalk and curb area on the Fourth Street frontage as an extension of the recently improved Lewis Corridor and result in a substantial benefit to the surrounding area and more generally, to the Redevelopment Area.

4. As specified in the Agreement, the contribution of the Agency is needed in order to make the project economically viable.

5. No other means of financing, traditional or otherwise, is available to allow the Participant to improve publicly owned areas.

DATED this 31 day of August, 2004.

Irwin Molasky
IRWIN MOLASKY, MANAGER
"PARTICIPANT"

SIGNED AND SWORN TO before

me this 31st day of August, 2004,

by Linda Creger

NOTARY PUBLIC
My Commission Expires:



CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

**R-146-2004 – Resolution consenting to the undertakings of the City of Las Vegas
Redevelopment Agency in connection with the Ownership Participation Agreement (OPA)
between the City of Las Vegas Redevelopment Agency and Bridger Associates, LLC, and
determining certain findings concerning the OPA – Ward 5 (Weekly)**

Appearance List:

OSCAR GOODMAN, Mayor

SCOTT ADAMS, Director, Office of Business Development

GARY REESE, Councilman

JENNIFER LAZOVICH, Attorney, representing Bridger Associates, LLC

JOHN REDLEIN, Assistant City Attorney

LAWRENCE WEEKLY, Councilman

BARBARA JO RONEMUS, City Clerk

SUZANNE SANDERS, Bridger Associates, LLC

(10:24 – 10:36)

1-2971

12 minutes

Typed by: Gabriela S. Portillo-Brenner

Proofed by: Stacey Campbell

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

23 **MAYOR GOODMAN**

24 All right. Item 65 is R-146-2004. Discussion and possible action regarding a resolution
25 consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection
26 with the Ownership Participation Agreement between the City of Las Vegas Redevelopment
27 Agency and Bridger Associates, LLC, and determining certain findings concerning the OPA.
28 This is in Ward 5. The recommendation is for approval. Mr. Adams?

29

30 **SCOTT ADAMS**

31 Good morning, Councilmembers. Scott Adams with the Office of Business Development. This is
32 an action approving the resolution, which consents to several undertakings regarding an Owner
33 Participation Agreement between the Redevelopment Agency and Bridger Associates, the owner
34 of the Bank – of America building downtown. The Bank of America building owner is planning
35 to make about a million three in ground level and façade improvements around the base of that
36 building. They're gonna be doing very pedestrian friendly streetscape improvements, façade
37 improvements, and then wrap the Lewis Avenue improvements around down Fourth Street.
38 They've asked the City for participation in the amount of \$94,400 on this. And the one of the
39 things that you'll do in the resolution, should you approve this, is make a finding that there is no
40 other reasonable means of funding available. It was suggested by the City Attorney's office that
41 we offer to the owner an affidavit where they could attest to that fact. If, that affidavit was
42 offered to the owner, they have considered and signed that affidavit, and there are representatives
43 here of the building owner who can offer that affidavit to be placed in the record and answer any
44 questions you might have about their portion of the project.

45

46 **MAYOR GOODMAN**

47 All right. That would be helpful. What does the affidavit attest to?

48

49 **SCOTT ADAMS**

50 What it does is simply describes the scope of improvements and attests to the fact that, in their
51 opinion, there is no other reasonable means of funding available to them for the portion of the
52 project they're requesting City funding.

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

53 **COUNCILMAN REESE**

54 Why – are we making them do that? I mean we’ve never done that before have we.

55

56 **MAYOR GOODMAN**

57 Not that I know of. I know that, excuse me, I know that (inaudible).

58

59 **COUNCILMAN REESE**

60 (inaudible)

61

62 **MAYOR GOODMAN**

63 (inaudible)

64

65 **COUNCILMAN REESE**

66 What do you think?

67

68 **MAYOR GOODMAN**

69 There is some precedent here that I – recall, where the City does in fact participate in these
70 redevelopment projects. The most recent example, of course, is Peppe’s, which is a great little
71 Mexican restaurant down on Fremont near Eastern, where, I think, the owner put in about
72 \$700,000, or committed himself to \$700,000 in redevelopment, and the City came up with, I
73 think, about 22,000, or something like that. And I recall that we, with the Manor and Harris Law
74 Firm, I recall that, I think, we gave them \$300,000, if my recollection serves me right, towards
75 landscaping in order to improve the area there. I – think that Mr. Molasky has done a
76 phenomenal job, to be quite frank with you, on refurbishing the – bank building. I had offices
77 there 25, 30 years ago and I think the building looks better today than it did then. The elevators,
78 put a fortune into those. They, they’re fail-safe. I mean, they’re great elevators. He put a
79 Starbuck’s, basically as a loss leader in order to attract people. The lobby’s beautiful. I’m – not
80 here to tout the – building, but what bothers me a little bit is to have an affidavit. I wish nobody
81 asked for the affidavit where the Molasky Company says that they can’t afford \$94,000; it can’t
82 come from other sources. I find that hard to bite.

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

83 **JENNIFER LAZOVICH**

84 Mr. Mayor, if I could just respond. We had been asked yesterday to look into doing something
85 like that. And, when we looked at the affidavit, specifically, and I can actually quote a sentence
86 in here, its says, no other means of financing, traditional or otherwise, is available to allow the
87 participant – to improve publicly owned areas, that being the distinction. We have the money,
88 obviously, to improve all of our private areas. We're doing, and Mr. Adams explained it,
89 basically, our lobby and out, out to what we own. The 94,000, approximately, is used for the
90 improvement of the sidewalk area, the publicly owned areas, the areas that basically the City
91 controls and maintains. That's what we're using that money for, and, therefore, we don't feel
92 we're in a position to improve that area, that it's, you know, up to the City to tell us if they want
93 it improved and that's what we're –

94

95 **MAYOR GOODMAN**

96 And I don't disagree with that. That's what redevelopment is all about, to make the area
97 beautiful, and I have no problem with that. But, the way it was presented to me, it was as though
98 Mr. Molasky, or the Molasky Company was saying they couldn't afford \$94,000. He's maybe
99 the only person in town who's richer than I am. So, I would find that very hard to believe. But –

100

101 **COUNCILMAN REESE**

102 Councilman Weekly.

103

104 **JENNIFER LAZOVICH**

105 And, so, just to be clear, Mr. Mayor –

106

107 **MAYOR GOODMAN**

108 Yes?

109

110 **JENNIFER LAZOVICH**

111 the affidavit does not say that.

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

112 **MAYOR GOODMAN**

113 Okay. Could we see the affidavit? I – wanna feel comfortable with this.

114

115 **COUNCILMAN REESE**

116 Councilman Weekly, if I could?

117

118 **MAYOR GOODMAN**

119 (inaudible)

20

121 **COUNCILMAN WEEKLY**

122 Yes.

123

124 **COUNCILMAN REESE**

125 I would just ask, where did this affidavit come from? Whose idea was this? I mean I've been up
126 here nine years, we've never done this before.

127

128 **SCOTT ADAMS**

129 This was a – recommendation of the City Attorney's Office. It was brought up yesterday, and we
30 reviewed it, sent it to the property owner, they made some modifications to it, and then signed it.

131

132 **COUNCILMAN REESE**

133 That's fine. If I could, I'd ask the City Attorney, what – made us do something like this?

134

135 **JOHN REDLEIN**

136 Councilman Reese, I've, have to confess I was kind of pleased to hear the Mayor ask the
137 question he did about Mr. Molasky's capabilities, because, although I think Ms. LAZOVICH
138 addressed this correctly, it was perhaps incompletely. The fundamental premise of
139 redevelopment assistance from the government is not that we give money to somebody because
140 it would be useful to them, or they would like to, us to give money to them to help get their
141 project up. There should be a finding that the project will not happen unless our assistance is

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

142 there. And, for Mr. Molasky to sign an affidavit that says I am not gonna spiff up the sidewalks
143 unless you all help out, is the fundamentally correct way for redevelopment assistance to be
144 given.

145

146 **MAYOR GOODMAN**

147 Yeah, when I see, Mr. Redlein, when I see the affidavit, I don't have a problem with it now.
148 Basically, the last paragraph says, no other means of financing, traditional or otherwise, is
149 available to allow the participant to improve publicly owned areas. This is not improving his
50 bank building. These are public streets and public –

151

152 **COUNCILMAN WEEKLY**

153 City owned streets.

154

155 **MAYOR GOODMAN**

156 You're right. Public improvements. So, I don't have any problem with that. The City would do it
157 anyway in order to have the beautification. We've done it on Lewis Avenue –

158

159 **COUNCILMAN WEEKLY**

60 And what we're trying to do, Your Honor, is just try and be consistent –

161

162 **MAYOR GOODMAN**

163 Right. No problem –

164

165 **COUNCILMAN WEEKLY**

166 – with what's already being enhanced.

167

168 **MAYOR GOODMAN**

169 Right. When you read – the language here, he's talking about improvements, basically what he
170 plans to do with the building, where he's gonna be putting in \$8 million, and then the
171 improvements that they're asking the City to assist them with for redevelopment include

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

172 replacement of sod, with drought-tolerant landscaping, which this Council's in favor of, addition
173 of benches and seating areas, public art sculpture, shade structures, renovation of the existing
174 façade, new contemporary signage, renovation of the garage levels. So, these are all the things
175 that we want in order to keep this area going in the direction that it's going.

176

177 **COUNCILMAN WEEKLY**

178 Your Honor?

179

80 **MAYOR GOODMAN**

181 Councilman.

182

183 **COUNCILMAN WEEKLY**

184 And, Scott, I'd like to ask, Jennifer, I know when we saw the presentation, has – everyone had an
185 opportunity to see what the enhancements would look like?

186

187 **MAYOR GOODMAN**

188 I have not.

189

90 **COUNCILMAN REESE**

191 No.

192

193 **COUNCILMAN WEEKLY**

194 No. And – I think that would be very helpful and would have been really helpful in helping
195 everybody to understand the direction in which we were trying to go. And I believe that, with
196 what they're trying to do, will only help enhance the vision of what we're trying to do in this
197 downtown area.

198

199 **MAYOR GOODMAN**

200 Thank you.

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

201 **BARBARA JO RONEMUS**

202 Your Honor?

203

204 **MAYOR GOODMAN**

205 Yes?

206

207 **BARBARA JO RONEMUS**

208 (inaudible)

09

210 **MAYOR GOODMAN**

211 That's for the record. Yes.

212

213 **COUNCILMAN WEEKLY**

214 And, Jennifer, you all have the before and the after?

215

216 **SUZANNE SANDERS**

217 I have before and after.

218

19 **COUNCILMAN WEEKLY**

220 Okay. If you could explain that to everybody please, I'd appreciate that.

221

222 **SUZANNE SANDERS**

223 Good morning, Mayor and Council. Susan Sanders, representing Bridger Associates. Just for the

224 record, I'd like to correct one thing the Mayor stated. The \$8 million has already been spent. In

225 the last five years, there's another million going into it right now.

226

227 **MAYOR GOODMAN**

228 Okay. Very good. I, as I said, I noted the improvements, and I'm surprised he could have got

229 them done for 8 million.

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

230 **SUZANNE SANDERS**

231 Can you see this on camera?

232

233 **MAYOR GOODMAN**

234 Yes.

235

236 **SUZANNE SANDERS**

237 Above is the existing view. You can see the signage, the copper roof that belonged to an old
38 restaurant in town, some of the awnings, different things. Below is the new view. There will be a
239 new colonnade built at the low-level façade area. In addition to that, structure, all the signage
240 will be redone. We are refurbishing all of the walls across the front, which have aged a bit, and
241 will be updated, sandblasted, and restored. All of the landscaping will be pulled. It's all sod right
242 now, and that will be replaced with drought tolerant landscaping.

243 Here's where we're headed. There will be more sight furniture up in the top area. There's a –
244 large area that's underutilized at this point. We're gonna re-fence and reorganize where
245 Starbuck's is so they can move out into this area. The, there's a giant light out there that, on the
246 ATM machine, that is kind of annoying, that'll be worked out so it's better in front of the bank.
247 It'll all be the drought-tolerant.

48 We're also putting in some new shade structures, architectural elements, and the front steps are
249 gonna be completely redone, all new railings, its steps and railings. This is the plant material
250 showing. The sculpture will actually be right in here. Unfortunately it's not shown here because
251 of the time these exhibits were developed, they, it had not been determined, but we have, are
252 doing a piece of public sculpture. It's the same artist that did the, all the work in the federal
253 building. Sculpture in the front and in the parking garage. We're refurbishing the lower level of
254 the parking garage. We have a whole new signage package coming in. It's all, as you know, right
255 now it's, there's signage everywhere and it's not all consistent. We've lost a number of our big
256 trees in the last years. They're root bound and they're dying one at a time, so those will be
257 replaced with new ones. It gives us more shade. That building gets an awful lot of sun first thing
258 in the morning. And here are just existing pictures of the building. And then with the City's help,

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

259 if the City does sponsor this resolution, we'll bring the landscaping in from the Lewis Corridor
260 around the corner, and that's what's showing here on this exhibit.

261 So, it'll all be updated, cleaned up, replanted. We're gonna move some of the newspaper boxes
262 and Fed-Ex boxes and things, all consolidated in one area. We're putting another access in in the
263 back for our freight and deliveries, which are now coming up the front steps and tearing the steps
264 out.

265 And, generally, that's where it's headed. Plans are just about finished and we should be working
266 on it very soon. The contractor's online, and we expect to have it all finished by yearend.

267

268 **COUNCILMAN WEEKLY**

269 Yeah. And, Your Honor, I had this briefing about three, what was it, Jennifer, about three weeks
270 ago, if that long? Maybe longer.

271

272 **JENNIFER LAZOVICH**

273 Perhaps.

274

275 **COUNCILMAN WEEKLY**

276 And, Scott, this is, these are things that I was talking about in our briefing, that I think it's
277 important, especially when there are monies that are being requested, that everybody on the
278 Council is thoroughly briefed and pictures like this, I mean everybody needs to this, so that,
279 when we get to Council meetings like this, everybody's up to speed and thoroughly briefed on
280 what we're talking about so that we don't have to spend this amount of time going through this
281 when we could have taken care of this prior to this Council meeting. I, I've seen this presentation
282 over three weeks ago.

283 So Your Honor, if, Councilman, Mayor Pro Tem, if you have anymore questions, **I'd like to**
284 **follow staff's recommendation for approval, please.**

285

286 **MAYOR GOODMAN**

287 All right, let's vote please.

CITY COUNCIL MEETING OF
September 1, 2004

VERBATIM TRANSCRIPT — ITEM 65

288 **COUNCILMAN REESE**

289 I think it's great.

290

291 **MAYOR GOODMAN**

292 Post. (inaudible) not on mine. All right, motion carries. (**Motion carried unanimously.**) Fine.

293 Thank you.

294

295 **JENNIFER LAZOVICH**

296 Thank you.

297

298 **MAYOR GOODMAN**

299 Motion carries. Thank you. Thank you.

300

301 **(END OF DISCUSSION)**

302 /gpb;sc