

COMMUNITY DEVELOPMENT BLOCK GRANT DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this 3rd day of Feb. , 2010, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Al Barschdorf** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **624 Bedford Road, Las Vegas NV 89107** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

1. Loan Commitment. The City agrees to provide a deferred loan to the Owner in the amount of **Twenty-three Thousand Nine Hundred Ninety-two And 00/100 Dollars (\$23,992.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the

City agrees to increase the amount of the CDBG Loan. If the City approves the increase, the original amount of the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

- a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.
- b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.
- c. To comply with the following restrictions for the Period of Compliance:
 - (i) The Property must be used as the Owner's principal home;
 - (ii) No temporary subleases of the Property are permitted;

- (iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and
- (iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars (\$50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

- a. Name the City as an additional insured party on the policies, as the City's interest may appear;
- b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;
- c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;
- d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and
- e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.
- b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

- c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
- d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
- e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

- a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:

City of Las Vegas
Attention: Director
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107

- b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.
- c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.
- d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

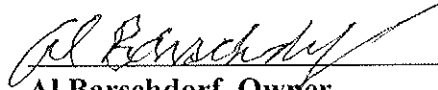
- e. **Entire Agreement.** This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.
- f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.
- g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.
- h. **Severability.** If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.
- j. **Assignment.** This agreement may not be assigned without the written consent of the City.
- k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated

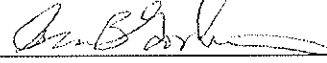
representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

1. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Al Barschdorf** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

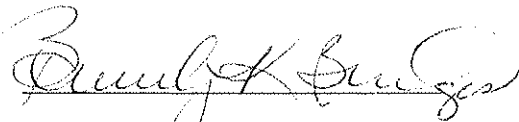
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.


Al Barschdorf, Owner

CITY OF LAS VEGAS

By 
Oscar B. Goodman, Mayor

ATTEST:


Beverly K. Bridges, MMC, City Clerk

Approved as to form:

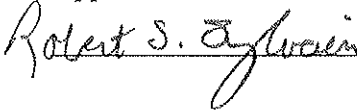
 1-11-10
Date

EXHIBIT "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective March 2009)**

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	\$36,600
2	41,850
3	47,050
4	52,300
5	56,500
6	60,650
7	64,850
8	60,050

EXHIBIT "B"

LEGAL DESCRIPTION

**City of Las Vegas
Clark County
State of Nevada**

Hyde Park Sub #2, Plat Book 3 Page 75, Lot 205 Block 7

EXHIBIT "C"

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas
Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 1/4/2010

DATE BIDS RELEASED 12/10/09

Project

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107
Phone: 702-878-0830

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid _____ Dollars: (\$ _____)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing and insurance. Completion of the project will require _____ calendar days. This proposal is valid for a period of 60 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information

Name: _____
Address: _____
City, St, Zip: _____
Phone: _____
State Contractors License Number: _____ Exp Date: _____

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. All work shall meet current codes. All bid submittals must be hand delivered or mailed. No faxed bids will be allowed. Contractor shall attend the bid walkthrough. Failure to attend the bid walkthrough will cause the contractor to become ineligible to submit a bid. As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature _____ **Date** _____

03 Exterior Wall Covering

House Exterior

37. 03.07 Exterior Insulation Finished System

Provide and install tongue and groove channeled exterior sheathing insulation board on the cement block exterior walls and eaves of the structure. Board shall be 2' X 8' X 2" in size; Contain an insulation R-value of 5 and have a minimum comprehensive strength of 15 lbs./sq. in. Insulation board must meet IBC/IRC requirements for foam plastic insulation. Refer to EST-2142, BOCA-ES RR 21-02, ICBO-ES ER-2257. Attach insulation boards to the block walls with a recommended manufacturer's adhesive. Install conventional styrofoam around the windows and doors as "popout features." Cover the insulation boards of the walls and styrofoam window and door popouts with a one coat lace finish texture stucco system. Owner to have choice of color.

Quantity: 1,000.00 SF

\$

Exterior Wall Covering Subtotal \$

04 Paint

Bathroom 1

40. 04.02 Interior Paint

Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 40.00 SF

\$ _____

Paint Subtotal \$ _____

07 Mechanical

Roof

3. 07.01 Removal - Heating/Cooling Unit
Remove and properly dispose of existing mechanical system. Abandon energy and water supply lines as needed. **Packaged unit only. Evaporative cooler stays.**

Quantity: 1.00 LS \$ _____

4. 07.03 Install H.V.A.C. Unit
Furnish and install a roof-mounted H.V.A.C. packaged unit. Installation shall include new metal stand, roof jack, painted condensation line and new programmable thermostat. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. Unit to be ENERGY STAR Rated 14 SEER. R/R ducting as required for proper operation of system which includes ensuring the air return and all ducting are properly sized and no leaks are present. All duct connections shall be sealed with mastic, no tape. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) A layout of mechanical equipment, air duct systems is required. Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 National Electric Code and 2006 Uniform Mechanical Code.

Size unit: 2.5 ton gas pack

Quantity: 2.50 TON \$ _____

Mechanical Subtotal \$ _____

08 Plumbing

Utility Room

35. 08.07 Install T/P Line
Furnish and install new T/P relief valve on water heater and run a 3/4" copper pipe to exterior of house, pointing downward.

Quantity: 1.00 EA

\$

Kitchen

26. 08.11 Kitchen Faucet - R/R
Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet with a maximum flow rate of 2.2 gallons per minute. WaterSense label shall remain on the faucet until the inspection has been completed.

Quantity: 1.00 EA

\$

Bathroom 1

33. 08.16 Recoat Bathtub
Have existing bathtub re-coated by a licensed re-coating company. Provide ONE YEAR WARRANTY.

Quantity: 1.00 EA

\$

25. 08.19 Toilet R/R
Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Caulk around base of toilet complete. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 1.00 EA

\$

24. 08.23 Lav Faucet R/R
Provide new U.S. EPA Certified WaterSense single handle washerless lav faucet with a maximum flow of 1.5 gallons per minute, including pop-up and drain piece. WaterSense label shall remain on the faucet until the inspection has been completed.

Quantity: 1.00 EA

\$

Plumbing Subtotal \$

09 Electrical

Utility Room

6. 09.01 R/R Service & Panel
Remove existing electrical service entrance and panel completely. Replace with new main circuit breaker type service in a rain-tight panel box. Surface mount in existing location, reconnect and label all circuits. Ensure that electric service is properly grounded. Install new driven ground rod if needed. Install new ground to cold side of water pipe, if required. All workmanship to meet 2005 N.E.C. standards. Contractor shall be responsible for any siding/stucco and painting repairs to the exterior of the structure as a result of the panel box change-out. Contractor shall be responsible for performing the load calculations to determine the proper amperage of the new service. Load calculations shall be presented to the City of Las Vegas Building & Safety Department upon request for permit issuance. Contractor shall be responsible for ensuring the complete household electrical system operates properly. R/R for all required repairs.
- Quantity: 1.00 EA \$ _____
5. 09.22 Rewire Existing Wiring
Remove existing wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2005 National Electric Code. All exterior electrical wiring to be encased in conduit.
- Quantity: 4.00 EA \$ _____

Kitchen

36. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected.
- Quantity: 1.00 EA \$ _____

Hall

22. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
- Quantity: 1.00 EA \$ _____

Bathroom 1

23. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected.
- Quantity: 1.00 EA \$ _____

Bedroom 1

27. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
- Quantity: 1.00 EA \$ _____
28. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code.
- Quantity: 1.00 EA \$ _____

Bedroom 2

30. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA \$ _____

31. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code.

Quantity: 1.00 EA \$ _____

Electrical Subtotal \$ _____

10 Windows

Living Room

14. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA

\$

Kitchen

21. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA

\$

Bathroom 1

38. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement window in existing window openings. Windows to have a minimum U-Value of .4. Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. All manufacturer's labels and adhesive are to be removed from the windows by the contractor. **Existing window is to remain. Install new window in the recessed area from the outside. New window will provide insulation value and allow the low sone exhaust fan to meet ventilation code requirements.**

Quantity: 1.00 EA

\$

41. 10.02 Replace Bathroom Window
Maintain existing bathroom window and install a new vinyl clad, obscure glass replacement window on the exterior of the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary. **Complete finish according to specification #37 with popouts and stucco.**

Quantity: 1.00 EA

\$

Bedroom 1

10 Windows continued...

29. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA

\$

Bedroom 2

32. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .4. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA

\$

Windows Subtotal \$

11 Doors

Living Room

- | | | | | |
|-----|-------|---|-------------------|----------|
| 7. | 11.01 | Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door, at specified location. Provide interior casing and exterior trim for finished look. | Quantity: 1.00 EA | \$ _____ |
| 8. | 11.05 | Entry Lockset R/R
Provide entry lockset on specified doors. Key alike. | Quantity: 1.00 EA | \$ _____ |
| 9. | 11.06 | Deadbolt R/R
Provide new deadbolt with a minimum throw distance of 1" on specified doors. Key alike to match entry doorknob. | Quantity: 1.00 EA | \$ _____ |
| 10. | 11.07 | Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit. | Quantity: 1.00 EA | \$ _____ |
| 11. | 11.08 | Threshold
Provide 2 piece threshold on specified doors. Adjust for weatherproof fit. | Quantity: 1.00 EA | \$ _____ |
| 12. | 11.09 | Doorsweep
Provide door bottom sweep on specified door. | Quantity: 1.00 EA | \$ _____ |
| 13. | 11.12 | Security Peephole
Provide wide angle viewer peephole with a minimum 160 degree field of vision at height specified by owner. | Quantity: 1.00 EA | \$ _____ |
-

Kitchen

- | | | | | |
|-----|-------|---|-------------------|----------|
| 15. | 11.01 | Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door with 1/2 crescent window at specified location. Provide interior casing and exterior trim for finished look. | Quantity: 1.00 EA | \$ _____ |
| 16. | 11.05 | Entry Lockset R/R
Provide entry lockset on specified doors. Key alike. | Quantity: 1.00 EA | \$ _____ |
| 17. | 11.06 | Deadbolt R/R
Provide new deadbolt with a minimum throw distance of 1" on specified doors. Key alike to match entry doorknob. | Quantity: 1.00 EA | \$ _____ |
| 18. | 11.07 | Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit. | Quantity: 1.00 EA | \$ _____ |

11 Doors continued...

19.	11.08	Threshold Provide 2 piece threshold on specified doors. Adjust for weatherproof fit.	Quantity: 1.00 EA	\$	
20.	11.09	Doorsweep Provide door bottom sweep on specified door.	Quantity: 1.00 EA	\$	
Doors Subtotal \$					

13 Construction

House Exterior

2. 13.28 Demolition
Abandon the porch cover, complete, on the South side of the house and properly dispose of all materials.

Quantity: 1.00 EA

\$

Bathroom 1

39. 13.40 Abandon Existing Dropped Ceiling
Remove all components of the dropped ceiling and dispose of in a proper manner. Provide and install a new ceiling light fixture complete with florescent bulb. Paint the walls and ceiling in the affected area with a 10-year quality low volatile organic compound (VOC) paint.

Quantity: 1.00 EA

\$

Construction Subtotal \$

19 Clean Up/Permits

1. 19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS \$ _____

Clean Up/Permits Subtotal \$ _____

City of Las Vegas
Neighborhood Services Department

ADDENDUM

THE CONTRACTOR IS HEREBY ORDERED TO MAKE THE FOLLOWING CHANGES TO THE WORK WRITE-UP AND SPECIFICATIONS FOR THE PROJECT LISTED BELOW:

Project Address

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107

File No.:

Release Date: December 10, 2009

Item Addendum

2 Demolition

Abandon the porch cover, complete, on the South side of the house and properly dispose of all materials.

Provide and install a new drip edge on the roof in this area.

4 Install H.V.A.C. Unit

Furnish and install a roof-mounted H.V.A.C. packaged unit. Installation shall include new metal stand, roof jack, painted condensation line and new programmable thermostat. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. Unit to be ENERGY STAR Rated 14 SEER. R/R ducting as required for proper operation of system which includes ensuring the air return and all ducting are properly sized and no leaks are present. All duct connections shall be sealed with mastic, no tape. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) A layout of mechanical equipment, air duct systems is required. Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 National Electric Code and 2006 Uniform Mechanical Code.

Size unit: 2.5 ton gas pack

Maintain existing ducting system for evaporative cooler usage only. Provide and install a new ducting system for operation with the new roof mounted packaged unit only. New ducting shall be flex or rigid, contain properly sized supply and return ducting and connect to all habitable rooms. Locate all new registers to provide maximum balancing and energy efficiency as possible. Provide and install all registers and operable vents per 2006 Universal Mechanical Code specifications. New system shall be engineered and an 8" X 11" drawing of the system shall be submitted to the City of Las Vegas Building and Safety Department for permit issuance. Provide and install additional supports on the rafters, if required, to secure the packaged unit.

7 Exterior Door R/R (Metal)

Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door, at specified location. Provide interior casing and exterior trim for finished look.

A solid core fiberglass door is acceptable in lieu of a solid core metal door.

15 Exterior Door R/R (Metal)

Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, insulated door with 1/2 crescent window at specified location. Provide interior casing and exterior trim for finished look.

A solid core fiberglass door is acceptable in lieu of a metal door.

35 Install T/P Line

Furnish and install new T/P relief valve on water heater and run a 3/4" copper pipe to exterior of house, pointing downward.

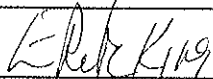
Provide and install a new gas shut off valve on the water heater.

37 Exterior Insulation Finished System

Provide and install tongue and groove channeled exterior sheathing insulation board on the cement block exterior walls and eaves of the structure. Board shall be 2' X 8' X 2" in size; Contain an insulation R-value of 5 and have a minimum comprehensive strength of 15 lbs./sq. in. Insulation board must meet IBC/IRC requirements for foam plastic insulation. Refer to EST-2142, BOCA-ES RR 21-02, ICBO-ES ER-2257. Attach insulation boards to the block walls with a recommended manufacturer's adhesive. Install conventional styrofoam around the windows and doors as "popout features." Cover the insulation boards of the walls and styrofoam window and door popouts with a one coat lace finish texture stucco system. Owner to have choice of color.

Owner and contractor to coordinate with the telephone and cable television companies to ensure all unused wiring/cabling is abandoned, and existing wiring/cabling on the exterior of the house is properly anchored on the outside of the new insulation /stucco and/or eaves area. Insulation board shall be 1" thick rather than the originally specified 2" thickness. 1-1/2" self tapping screws with washers can be used as an additional fastener in addition to the recommended manufacturer's adhesive, at the contractor's discretion.

THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM



Housing Rehabilitation Specialist

December 23, 2009

Date

EXHIBIT "D"

APN: 139-31-311-031

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT TO:

Al Barschdorf
624 Bedford Road
Las Vegas, NV 89107

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2010 Al Barschdorf, who resides at 624 Bedford Road, Las Vegas, NV 89107, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of 23,992.00 from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, five (5) years from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Hyde Park Sub #2, Plat Book 3 Page 75, Lot 205 Block 7