

COMMUNITY DEVELOPMENT BLOCK GRANT DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this ^{2nd} day of March, 2011, 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 **Georgia Spiros** (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 **4625 Amherst Lane, 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 Eight Hundred Four And 00/100 Dollars (\$23,804.00)** (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:

Georgia Spiros
4625 Amherst Lane
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.

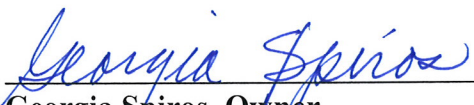
- f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related 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, **Georgia Spiros** 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.

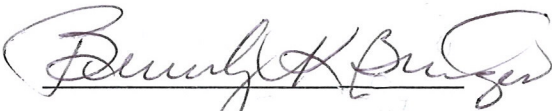
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.


Georgia Spiros, Owner

CITY OF LAS VEGAS

By 
Oscar B. Goodman, Mayor

ATTEST:


Beverly K. Bridges, MMC, City Clerk

Approved as to form:

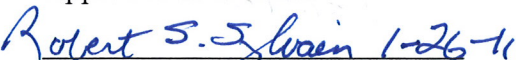

Deputy City Attorney Date

EXHIBIT "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective May, 2010)**

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	\$36,800
2	42,050
3	47,300
4	52,550
5	56,800
6	61,000
7	65,200
8	69,400

EXHIBIT "B"

LEGAL DESCRIPTION

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

Charleston Heights Tract #14B, Lot 239, Block 8

EXHIBIT “C”

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas
Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 1/14/11

DATE BIDS RELEASED 12/23/10

Project Georgia Spiros
4625 Amherst Lane
Las Vegas, NV 89107
Phone: 702-878-6632

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 Twenty Three Thousand Six Hundred Forty Dollars: (\$ 23,640.00)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing, insurance and Occupational Safety and Hazards Act (OSHA) compliance. Completion of the project will require 60 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: Vogel Construction LLC
Address: 6170 Derby Ave
City, St, Zip: Las Vegas NV 89146
Phone: 5910-6020
State Contractors License Number: 68512 Exp Date: 5-31-2011

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 [Signature] Date 1-12-2011

01 Roofing**Roof**

4. 01.04 Install Shingles-Three Dimensional
Furnish and install 30-year three dimensional fiberglass self-sealing shingles over 30# felt. Owner to choose color. Provide all new metal drip edge and flashing. Properly seal all roof penetrations with roof mastic. Weight is 235 lbs/square. Tear off of existing roofing system is included. PROVIDE WRITTEN FIVE-YEAR WARRANTY ON WORKMANSHIP TO HOME OWNER. Abandon turbines.

Quantity: 2,626.00 SF

\$ 4200Roofing Subtotal \$ 4200

04 Paint**Bedroom 3**

51. 04.05 Stain-Kilz

Stain Kilz all specified areas to ensure no bleed-through after finish coat has been applied

Quantity: 1.00 EA

\$ 50Paint Subtotal \$ 50

07 Mechanical**Roof**

8. 07.17 Condensation Line
Provide a new condensation line on the mechanical system. Ensure line meets 2006 Universal Mechanical Code relating to material, anchoring, connections, and paint.

Quantity: 1.00 EA

\$ 50**Hall Closet**

20. 07.39 Air Return
Construct a new mechanical system air return in the specified location.

Quantity: 1.00 EA

\$ 350**House Interior**

58. 07.31 Duct Blaster Test
Conduct a duct blaster test on the duct system to ensure leakage is within 5% of the area of the structure. Contractor is responsible to make all adjust to meet the 5% threshold. Provide report to the City of Las Vegas representative. R/R duct system to operate properly. No air in the Master Bathroom.

Quantity: 1.00 EA

\$ 350

Mechanical Subtotal \$

750

08 Plumbing**Master Bathroom**

32. 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

\$ 300

33. 08.23 Lav Faucet R/R
Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet until the inspection has been completed.

Quantity: 1.00 EA

\$ 100

34. 08.24 Lav Supply Lines R/R
Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA

\$ 50

35. 08.25 Lav Drain Lines R/R
Provide new drain lines and trap at bathroom sink. One piece wall escutcheon shall be included.

Quantity: 2.00 EA

\$ 40

37. 08.32 Install Shower
Furnish and install a vinyl or fiberglass shower stall, drain line, water supply, shower faucets, shower head, glass hinged or sliding shower door.

Quantity: 1.00 EA

\$ 1400

36. 08.42 Shower Head
Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.

Quantity: 1.00 EA

\$ 30**Kitchen**

12. 08.12 Kitchen Sink Fittings - R/R
Provide new angle stops, flex supply lines and fittings at the kitchen sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA

\$ 60

13. 08.13 Kitchen Drain Lines - R/R
Provide new drain lines and trap at the kitchen sink. One piece wall escutcheon shall be included.

Quantity: 1.00 EA

\$ 40

08 Plumbing continued...

14. 08.75 Kitchen Faucet - R/R
Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

Quantity: 1.00 EA

\$ 180

Hall

52. 08.05 Replace Water Heater (electric)
Replace water heater with new U.L. approved 10yr. replacement warranty ENERGY STAR rated, high efficiency (0.67+ AFUE), glass lined, fiberglass, minimum R-7 insulated water heater (match size for size). Reconnect to water lines with new flex connectors and valves **utilizing a loop, U-shape or in line heat trap in the outlet pipe**. Fittings are to be bronze. Install T/P relief valves with 3/4" copper discharge line to exterior of building and pointing down. All plumbing shall meet 2006 Uniform Plumbing Code. Remove/replace as necessary all electrical connections and wiring and install a new electrical disconnect in order to meet 2005 National Electrical Code. Installation shall include new seismic straps, R-5 pipe wrap on the water lines, new bronze ball valve and drip pan. PROVIDE TEN (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA

\$ 950

11. 08.41 Plumbing Access Panel
Install a plumbing access panel in the specified location for future plumbing repairs. Remove air filter grille cover and replace with a new solid access panel.

Quantity: 1.00 EA

\$ 180

53. 08.69 Drip Pan
Provide and install a new drip pan under the water heater.

Quantity: 1.00 EA

\$ 40

Hall Bathroom

24. 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

\$ 300

08 Plumbing continued...

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|-----|-------|--|--------------------------------------|
| 25. | 08.23 | <p>Lav Faucet R/R
 Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet until the inspection has been completed.</p> | Quantity: 1.00 EA \$ <u>140</u> |
| 26. | 08.24 | <p>Lav Supply Lines R/R
 Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.</p> | Quantity: 2.00 EA \$ <u>50</u> |
| 27. | 08.25 | <p>Lav Drain Lines R/R
 Provide new drain lines and trap at bathroom sink. One piece wall escutcheon shall be included.</p> | Quantity: 1.00 EA \$ <u>40</u> |
| 28. | 08.42 | <p>Shower Head
 Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.</p> | Quantity: 1.00 EA \$ <u>30</u> |

House Interior

- | | | | |
|---|-------|--|--------------------------------------|
| 10. | 08.28 | <p>Clean-out Drain Line
 Snake all interior drain lines. Snake the main line from house to street to ensure removal of any and all obstructions so that lines flow freely. This activity shall be performed by a licensed plumber or a licensed drain cleaning company.</p> | Quantity: 3.00 EA \$ <u>240</u> |
| Plumbing Subtotal \$ <u>4230</u> | | | |

09 Electrical**House Exterior**

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. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 2.00 EA

\$

Master Bedroom

44. 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. **Permit Required.**

Quantity: 1.00 EA

\$

43. 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. **Permit Required.**

Quantity: 1.00 EA

\$

Kitchen

18. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 3.00 EA

\$

Hall Bathroom

29. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 1.00 EA

\$

54. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT) light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location. Any drywall patching and painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 1.00 EA

\$

09 Electrical continued...

Bedroom 2

47. 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. Permit Required.

Quantity: 1.00 EA \$ 150

48. 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. Permit Required.

Quantity: 1.00 EA \$ 180

Bedroom 3

50. 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. Permit Required.

Quantity: 1.00 EA \$ 150

49. 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. Permit Required.

Quantity: 1.00 EA \$ 180

Electrical Subtotal \$ 1840

10 Windows**Master Bedroom**

45. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 opening 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: 1.00 EA

\$ 650

Master Bathroom

42. 10.02 Replace Bathroom Window
Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in 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.

Quantity: 1.00 EA

\$ 400

Kitchen

19. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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. 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: 1.00 EA

\$ 500

Living Room

22. 10.17 Sliding Glass Door
Furnish and install a new 6' X 6'8" vinyl clad, dual pane low-e sliding glass door complete with screen and all hardware. Sliding glass door to have a minimum U-value of .3 and a SHGC (solar heat gain coefficient) of .3. Ensure sliding glass door is 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. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required.

Quantity: 1.00 EA

\$ 1250

Dining Room

10 Windows continued...

23. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 opening 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: 1.00 EA

\$ 450

Bedroom 2

46. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 opening 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: 1.00 EA

\$ 650

Laundry Area

57. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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. 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: 1.00 EA

\$ 400

Windows Subtotal \$ 4300

11 Doors**Master Bedroom**

9. 11.39 Attic Access
Construct a new attic access panel of 1/2" melamine to fit the existing opening. Insulate the attic access with 6" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. Ensure trim/support is properly secured to the ceiling joists. R/R as needed. Paint to match existing for a finished product.

Quantity: 1.00 EA

\$ 400**Hall Closet**

21. 11.19 Closet Door -Bifold
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.

Quantity: 1.00 EA

\$ 280**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, R-4 insulated door with 1/2 crescent window at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA

\$ 600**Laundry Area**

56. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" metal clad, R-4 insulated door, at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA

\$ 500Doors Subtotal \$ 1780

15 Cabinets**Kitchen**

17. 15.02 Install Kitchen Cabinets
Adjust, as necessary, the countertop and cabinetry on the right side of the range after the new range has been installed.

Quantity: 2.00 LF

\$ 240

Cabinets Subtotal \$

240

16 Appliances**Kitchen**

15. 16.01 Install Range
Furnish and install new 30" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA

\$ 850

16. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 2 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Quantity: 1.00 EA

\$ 220Appliances Subtotal \$ 1070

17 Flooring**Master Bathroom**

39. 17.01 Remove Flooring
Remove and properly dispose of flooring to bare concrete or wood
Quantity: 51.00 SF \$ 100
41. 17.07 Install Wood Base
Furnish and install wood base at specified areas. Base to be 4". Paint with a 10 year quality semi gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC.)
Quantity: 25.00 LF \$ 120
40. 17.13 Install Vinyl Floor Covering
Provide and install sheet goods with a minimum of seams per manufacturer's recommendation. Caulk edges of vinyl with clear silicone caulk to form a positive seal. Include metal edge strips at openings and base around perimeter. contractor shall be responsible for the removal and replacement of major furniture and appliances. Minimum 10 year, no rip warranty. Removal of existing flooring is included
Quantity: 51.00 SF \$ 300
- Flooring Subtotal \$ 520

21 Yard**Yard**

1. 21.03 Trim bushes/trees
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises. **Palm trees in front yard.**

Quantity: 2.00 EA

\$ 1600

2. 21.10 Cut Down Trees
Cut down the trees in the specified location. Haul away all wood and debris. Mulch the tree stumps.
Rear yard.

Quantity: 2.00 EA

\$ 800Yard Subtotal \$ 2400

N0	Electrical
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Master Bathroom

31. N09.02. GFCI Receptacles
02 Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 1.00 EA

\$ 100

30. N09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT) light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 1.00 EA

\$ 180

38. N09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT) light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 1.00 EA

\$ 180Subtotal \$ 460

N1 Permits/Plans

55. N19.01 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

\$ 650

Permits/Plans Subtotal \$

650

Item Addendum

38 Interior Light R/R

Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT) light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location in specified rooms. Drywall patching and touch up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Change to Hall Bathroom.

\$ _____

Total Cost of Addendum Items

\$ 750

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

FRANK
Housing Rehabilitation Specialist

January 6, 2011
Date

EXHIBIT "D"

APN: 139-31-211-030

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:

Georgia Spiros
4625 Amherst Lane
Las Vegas, NV 89107

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2011 Georgia Spiros, who resides at 4625 Amherst Lane, 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 **\$23,804.00** 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

ATTACHMENT “A”

LEGAL DESCRIPTION

Charleston Heights Tract #14B, Lot 239, Block 8